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N° 012/2022 ryo ku wa 15/04/2022

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<p>Umutwe w'Abadepite, mu nama yawo yo ku wa 04 Mata 2022;</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 Guverinoma ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruza bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo cyenda n'umunani n'ibihumbi magana ane na mirongo cyenda n'umunani z'Amayuwani (198.498.000,00 ¥) agenewe umushinga w'u Rwanda w'ikoranabuhanga mu burezi, yashyiriweho umukono i Kigali mu Rwanda ku wa 22 Gashyantare 2022;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na</p>	<p>The Chamber of Deputies, in its sitting of 04 April 2022;</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 Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of One Hundred and Ninety-Eight Million Four Hundred and Ninety-Eight Thousand Yuan (¥ 198,498,000.00) for Rwanda smart education project, signed at Kigali, Rwanda, on 22nd February 2022;</p> <p>ADOPTS:</p> <p><u>Article one:</u> Approval for ratification</p> <p>The Loan Agreement between the Government of the Republic of Rwanda and</p>	<p>La Chambre des Députés, en sa séance du 04 avril 2022 ;</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 prêt entre le Gouvernement de la République du Rwanda et la Banque d'Import-export de Chine, relatif au prêt de cent quatre-vingt-dix-huit millions quatre cent quatre-vingt-dix-huit mille Yuan (198.498.000,00 ¥) pour le projet d'éducation intelligente du Rwanda, signé à Kigali, au Rwanda le 22 février 2022 ;</p> <p>ADOpte :</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Import-</p>
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<p>Banki y'Ubushinwa y'Ubucuru bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo cyenda n'umunani n'ibihumbi magana ane na mirongo cyenda n'umunani z'Amayuwani (198.498.000,00 ¥) agenewe umushinga w'u Rwanda w'ikoranabuhanga mu burezi, yashyiriweho umukono i Kigali mu Rwanda ku wa 22 Gashyantare 2022, 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 y'u Rwanda.</p>	<p>the Export-Import Bank of China, relating to the loan of one hundred and ninety-eight million four hundred and ninety-eight thousand Yuan (¥ 198,498,000.00) for Rwanda Smart Education Project, signed at Kigali, Rwanda, on 22nd February 2022, in annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>export de Chine, relatif au prêt de cent quatre-vingt-dix-huit millions quatre cent quatre-vingt-dix-huit mille Yuan (198.498.000,00 ¥) pour le projet d'éducation intelligente du Rwanda, signé à Kigali, au Rwanda le 22 février 2022, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 15/04/2022

(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)

Dr UGIRASHEBUJA Emmanuel

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

<p>UMUGEREKA W'ITEGEKO N° 012/2022 RYO KU WA 15/04/2022 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI Y'UBUSHINWA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MIRONGO CYENDA N'UMUNANI N'IBIHUMBI MAGANA ANE NA MIRONGO CYENDA N'UMUNANI Z'AMAYUWANI (198.498.000,00 ¥) AGENEWE UMUSHINGA W'U RWANDA W'IKORANABUHANGA MU BUREZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 22 GASHYANTARE 2022</p>	<p>ANNEX TO LAW N° 012/2022 OF 15/04/2022 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF CHINA, RELATING TO THE LOAN OF ONE HUNDRED AND NINETY-EIGHT MILLION FOUR HUNDRED AND NINETY-EIGHT THOUSAND YUAN (¥198,498,000.00), FOR RWANDA SMART EDUCATION PROJECT, SIGNED AT KIGALI, RWANDA ON 22 FEBRUARY 2022</p>	<p>ANNEXE A LA LOI N° 012/2022 DU 15/04/2022 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CHINE, RELATIF AU PRÊT DE CENT QUATRE-VINGT-DIX-HUIT MILLIONS QUATRE CENT QUATRE-VINGT-DIX-HUIT MILLE YUAN (198.498.000,00 ¥) POUR LE PROJET D'ÉDUCATION INTELLIGENTE DU RWANDA, SIGNÉ A KIGALI, AU RWANDA LE 22 FÉVRIER 2022</p>
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NO. (CHINA EXIMBANK GCL NO. 2021 (46) TOTAL NO. (746))

**GOVERNMENT CONCESSIONAL LOAN
AGREEMENT**

On Rwanda Smart Education Project

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF RWANDA
REPRESENTED BY THE MINISTRY OF FINANCE AND
ECONOMIC PLANNING OF RWANDA**

as Borrower

AND

THE EXPORT-IMPORT BANK OF CHINA

as Lender

DATED 22 Feb, 2022

CHINA EXIMBANK GCL NO. 2021 (46) TOTAL NO. (746)

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CHINA EXIMBANK GCL NO. 2021 (46) TOTAL NO. (746)

THIS GOVERNMENT CONCESSIONAL LOAN AGREEMENT
(the "Agreement") is made on the day of 22 Feb, 2022 (date)

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA represented by THE
MINISTRY OF FINANCE AND ECONOMIC PLANNING OF RWANDA
(hereinafter referred to as the "**Borrower**"), having its office at P.O.BOX 158, Kigali:

AND

THE EXPORT-IMPORT BANK OF CHINA (hereinafter referred to as the
"**Lender**"), having its registered office at No. 30, Fuxingmennei Street, Xicheng
District, Beijing 100031, China.

WHEREAS:

(A) On December 16, 2021, the Government of the People's Republic of China and the Government of the Republic of Rwanda entered into The Framework Agreement between the Government of the People's Republic of China and the Government of the Republic of Rwanda on Provision of Government Interest-Subsidized Concessional Loans by China to Rwanda (hereinafter referred to as the "**Borrower's Country**") (hereinafter referred to as the "**Framework Agreement**").

(B) The Borrower has requested that the Lender make available a loan facility of up to United States Dollars Thirty Million only (\$30,000,000.00) to the Borrower for the financing needs under the Commercial Contract (as defined in Article 1), and;

(C) The Ministry of Education of Rwanda (hereinafter referred to as the "**End-User**") and Huawei Technologies Co., Ltd. (hereinafter referred to as the "**Chinese Supplier**") have entered into on November 11, 2020 the contract for Rwanda Smart Education Project with the contract number 0Y06462000000E and on August 16, 2021 the Amendment Contract No. 1 (hereinafter together referred to as the



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“Commercial Contract”) for the purpose of the implementation of the Project (as defined in Article 1).

NOW THEREFORE, the Borrower and the Lender hereby agree as follows:

ARTICLE 1 DEFINITIONS

Where used in this Agreement, unless the context otherwise requires, the following terms have the following meanings:

- 1.1 “**Account Bank of the Lender**” means the Export-Import Bank of China.
- 1.2 “**Affiliates**” means, in relation to any person Controlling or Controlled by, or jointly Controlling or Controlled by, a third party with such person with respect to equity interests, funds, operations, sales and distributions or in any other aspects;
- 1.3 “**Agreement**” means this government concessional loan agreement and its appendices and any amendment to such agreement and its appendices from time to time upon the written consent of the parties.
- 1.4 “**Availability Period**” means the period commencing on the date on which this Agreement becomes effective and ending on the date falling Seventy-Eight (78) months thereafter, during which time all the disbursements shall be made in accordance with the stipulations of this Agreement.
- 1.5 “**Banking Day**” means a day on which banks are open for ordinary banking business in Beijing, including Saturdays and Sundays on which banks are open for business as required by the provisional regulations of China, but excluding the legal festivals and holidays of China and Saturdays and Sundays falling out of the aforesaid regulations.



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- 1.6 **"China"** means the People's Republic of China.
- 1.7 **"Commitment Fee"** means the fees calculated and paid in accordance with Article 2.2 and Article 2.7
- 1.8 **"Commercial Contract"** means, the contract for Rwanda Smart Education Project with the contract number 0Y06462000000E dated November 11, 2020 and the Amendment Contract No 1 dated August 16, 2021 for the purpose of the implementation of the Project entered by and between the Ministry of Education of Rwanda and Huawei Technologies Co., Ltd. with the total amount of United States Dollars Thirty Million only (\$30,000,000.00).
- 1.9 **"Disbursement"** means the advance of the Facility made in accordance with Article 3 of this Agreement
- 1.10 **"Control"** means, in relation to any person, having voting rights or material impacts over the management and decision-making of such person's operation, finance and other matters directly or indirectly.
- 1.11 **"End-User"** means the Ministry of Education of Rwanda, which ultimately utilizes the Facility.
- 1.12 **"Event of Default"** means any event or circumstance specified as such in Article 7
- 1.13 **"Facility"** has the meaning set forth in Article 2.1.
- 1.14 **"Final Repayment Date"** means the date on which the Maturity Period expires.
- 1.15 **"First Repayment Date"** means the first repayment date of principal and interest after the maturity of the Grace Period.



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1.16 **"Grace Period"** means the period commencing on the date on which this Agreement becomes effective and ending on the date Seventy-Eight (78) months after the date on which this Agreement becomes effective, during which period only the interest and no principal is payable by the Borrower to the Lender. The Grace Period includes the Availability Period.

1.17 **"Interest Payment Date"** means the 21st day of March and the 21st day of September in each calendar year and the Final Repayment Date;

1.18 **"Irrevocable Notice of Drawdown"** means the notice issued in the form set out in Appendix 5 attached hereto.

1.19 **"Loan"** means the aggregate principal amount disbursed and from time to time outstanding under the Facility.

1.20 **"Management Fee"** means the fees calculated and paid in accordance with Article 2.2 and Article 2.6.

1.21 **"Maturity Period"** means the period commencing on the date on which this Agreement becomes effective and ending on the date falling Two Hundred and Forty (240) months thereafter, including the Grace Period and the Repayment Period.

1.22 **"Notice of Effectiveness of Loan Agreement"** means a written notice in the form set forth in Appendix 9 attached hereto, in which the effective date of this Agreement shall be specified.

1.23 **"Project"** means the Rwanda Smart Education Project.

1.24 **"Borrower's Country"** refers to the country where the Borrower locates, i.e., the Republic of Rwanda.

1.25 **"Relevant Parties"** means the parties to the Commercial Contract, any parties relevant to the Project and the Guarantor/the Mortgagor/the Pledgor;



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1.26 **“Renminbi”** means the lawful currency for the time being of the People’s Republic of China

1.27 **“Repayment Date of Principal and Interest”** means each Interest Payment Date and the Final Repayment Date

1.28 **“Repayment Period”** means the period commencing on date on which the Grace Period expires and ending on the Final Repayment Date.

1.29 **“Repayment Schedule”** means the schedule showing the dates and amounts of repayments of the Loan set forth in Appendix 10 attached hereto.

1.30 **“Sanctions”** means any of the following measures or actions enacted, promulgated, enforced, administered, implemented or interpreted from time to time by any Sanctions Authority in the form of, including but not limited to laws, regulations, administrative orders, directives, guidance or decisions:

 (a) prohibiting or restricting any person from performing any act under any legal documents;

 (b) having adverse effects on the trade, operation, business, investment, export, financing, or assets of any person in any country or region;

1.31 **“Sanctions Authority”** means any legislative institution, administration institution, government or intergovernmental organisation, transnational institution or international organisation (including any governmental institution or agency of the foregoing) administering economic or financial sanctions or trade embargoes, including but not limited to the United Nations Security Council, the US Department of the Treasury (including the Office of Foreign Assets Control, OFAC), the US Department of Commerce and any other governmental agency of the US, the European Union and the United Kingdom government.

1.32 **“Sanctions Restricted Person”** means any person that is, or is owned or Controlled (as defined herein, and in addition as such terms are interpreted in accordance with applicable Sanctions laws and regulations) by one or more persons

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that is

(a) designated by a Sanctions Authority (including on a list of sanctioned entities or on a list of sanctioned sectors) to be the target of Sanctions or the subject of Sanctions;

(b) or located or ordinarily resident in, or incorporated or organised under the laws of a country or territorial that is the target of country-wide or territory-wide Sanctions

1.33 "US Dollar" or "US\$" means the lawful currency for the time being of the United States of America.

ARTICLE 2 CONDITIONS AND UTILIZATION OF THE FACILITY

2.1 Subject to the terms and conditions of this Agreement, the Lender hereby agrees to make available to the Borrower a loan facility (hereinafter referred to as the "Facility") in an aggregate principal amount not exceeding Renminbi One Hundred and Ninety-Eight Million Four Hundred and Ninety-Eight Thousand Yuan only (¥198,498,000.00), and not exceeding the Commercial Contract amount.

All the drawdowns and repayments in connection with the Facility under this Agreement shall be recorded in Renminbi. In case drawdowns in US Dollar (or other convertible hard currencies accepted by the Lender) are requested, the amount in US Dollar shall be purchased with Renminbi in accordance with the selling rate of US Dollar (or other convertible hard currencies accepted by the Lender) to Renminbi promulgated by the Account Bank of the Lender on the date the aforesaid disbursements are made by the Lender and recorded in Renminbi. Any principal, interest and other cost due and payable by the Borrower under this Agreement may be repaid or paid in US Dollar (or other convertible currency accepted by the Lender) and recorded in Renminbi in accordance with the buying rate of US Dollar (or other convertible hard currencies accepted by the Lender) to Renminbi promulgated by the Account Bank of the Lender on the date such payments are received by the Lender. The Lender shall not bear any foreign exchange risk in the aforesaid process. The

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Borrower hereby undertakes that the amounts due and payable by the Borrower under this Agreement shall not be affected by any change in the exchange rate between Renminbi and any other currencies or the exchange rates among the currencies other than Renminbi.

2.2 The rate of interest applicable to the Loan shall be Two percent (2%) per annum. The rate applicable to the Management Fee shall be Zero Point Two Five percent (0.25%). The rate applicable to the Commitment Fee shall be Zero Point Two Five percent (0.25%) per annum.

2.3 The Maturity Period for the Facility shall be Two Hundred and Forty (240) months, among which the Grace Period shall be Seventy-Eight (78) months and the Repayment Period shall be One Hundred and Sixty-Two (162) months.

2.4 The entire proceeds of the Facility shall be applied by the Borrower for the sole purpose of the payment of the Commercial Contract amount, and not be used for payment of brokerage fees, agency fees or commission.

2.5 The goods, technologies and services purchased by using the proceeds of Facility shall be purchased from China preferentially.

2.6 The Borrower shall pay to the Lender a Management Fee on the aggregate amount of the Facility equal to Renminbi Four Hundred and Ninety-Six Thousand Two Hundred and Forty-Five Yuan (¥ 496,245.00) in one lump within thirty (30) days after this Agreement becomes effective but not later than the first Disbursement Date in any case, which amount shall be calculated at the rate set forth in Article 2.2. The Management Fee shall be paid to the account designated in Article 4.4.

2.7 During the Availability Period, the Borrower shall pay semi-annually to the Lender a Commitment Fee calculated at the rate set forth in Article 2.2 on the undrawn and uncanceled balance of the Facility. The Commitment Fee shall accrue from and including the date falling 30 days after the date on which this Agreement becomes effective and shall be calculated on the basis of the actual number of days



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elapsed and a 360 day year. The Commitment Fee shall accrue on a daily basis and be paid in arrears to the account designated in Article 4.4 on each Interest Payment Date.

ARTICLE 3 DISBURSEMENT OF THE FACILITY

3.1 The first disbursement is subject to the satisfaction of the conditions precedent set out in Appendix 1-A attached hereto (or such conditions precedent have been waived by the Lender in writing).

3.2 In relation to each disbursement after the first disbursement, besides the satisfaction of the conditions set forth in Article 3.1, such disbursement shall also be subject to the satisfaction of the conditions set out in Appendix 2 attached hereto.

3.3 Each disbursement of the last Ten percent (10%) of the Facility (either a portion of or the whole amount of the last ten percent of the Facility) is subject to the satisfaction of the conditions precedent set out in Appendix 1-B attached hereto (or such conditions precedent have been waived by the Lender in writing).

3.4 The Availability Period may be extended, provided that an application for such extension is submitted by the Borrower to the Lender thirty (30) days prior to the end of the Availability Period and such application is approved by the Lender. In any event, the Availability Period shall not exceed the Grace Period. Any portion of the Facility undrawn at the end of the Availability Period or the extension thereof shall be automatically canceled. Before the end of the Availability Period, the Borrower shall not, without the consent of the Lender, cancel all or any part of the undrawn Facility.

3.5 The Lender shall not be obliged to make any disbursement under this Agreement unless it has received all the documents set forth in Article 3.1, 3.2 or 3.3 and has determined after examination that the conditions precedent to the drawdown of the Facility by the Borrower have been satisfied. For those conditions which have not been satisfied by the Borrower, the Lender may require the remedy by the Borrower within a specified period. In the event that the Borrower fails to remedy

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within a reasonable period of time, the Lender may refuse to make the disbursement.

3.6. Forthwith upon the making by the Lender of the disbursement in accordance with the Irrevocable Notice of Drawdown, the Lender shall be deemed as having completed its disbursement obligation under this Agreement and such disbursement shall become the indebtedness of the Borrower. The Borrower shall repay to the Lender the principal amount drawn and outstanding under the Facility together with any interest accrued thereon in accordance with this Agreement.

3.7. The Lender shall not be under any obligation to make any further Disbursement under the Facility if the aggregate amount of the Disbursements made under this Agreement would exceed the principal amount of the Facility.

ARTICLE 4 REPAYMENT OF PRINCIPAL AND PAYMENT OF INTEREST

4.1. The Borrower is obligated to repay to the Lender all the principal amount drawn and outstanding under the Facility, all the interest accrued thereon and such other amount payable by the Borrower in accordance with the terms and conditions of this Agreement. Without the written consent of the Lender, the Maturity Period shall not be extended.

4.2. The Borrower shall pay interest on the principal amount drawn and outstanding under this Agreement at the rate set forth in Article 2.2. The interest shall be calculated on the basis of the actual number of days elapsed and a 360 day year, including the first day of the Interest Period during which it accrues but excluding the last, and shall be paid in arrears on each Interest Payment Date. If any payment to be made by the Borrower hereunder falls due on any day which is not a Banking Day, such payment shall be made on the immediately preceding Banking Day.

4.3. All the principal amount drawn under this Agreement shall be repaid to the Lender by Twenty-Seven (27) equal installments on each Repayment Date of Principal and Interest within the Repayment Period and the Final Repayment Date in



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accordance with the Repayment Schedule as Appendix 10 sent by the Lender to the Borrower after the expiration of the Availability Period.

4.4

4.4.1 Any payments or repayments made by the Borrower under this Agreement shall be remitted to:

(a) the account of the Lender as following:

Payee: The Export-Import Bank of China

Opening Bank: Bank of China Head Office

(SWIFT CODE: BKCHCNBJ)

Account No.: 778350006307;

(b) Or,

such other account as the Lender may specify in a written notice signed by an authorized signatory of the Lender sent by the means pursuant to Article 8.8 to the Borrower,

(c) Or,

such other account as designated by the Parties in any amendment to this Agreement made in writing entered into by and between the Lender and the Borrower.

Each account under above paragraph (a), (b) and (c) is hereinafter referred to as the "Repayment Account". And such payment shall be made with a message that such payment is made for "Rwanda Smart Education Project Loan Agreement, CHINA EXIMBANK GCL NO. 2021 (46) TOTAL NO. (746)".

4.4.2 All repayments payments by the Borrower to the Lender under this Agreement shall only be made to the Repayment Account. Any repayment/payment by the Borrower to the Lender made to an account other than the Repayment Account does not constitute any repayment/payment under the



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Agreement and the Borrower shall not be exempted from its repayment/payment obligations under this Agreement in accordance with the terms and conditions thereof. Any repayment/payment shall only be considered as completed when the Lender deducts the corresponding amount from the Repayment Account.

4.5 The Lender shall open and maintain on its book a lending account for the Borrower entitled "The Government of the Republic of Rwanda Represented by the Ministry of Finance and Economic Planning of Rwanda Account on Rwanda Smart Education Project" (hereinafter referred to as the "**Borrower's Account**") to record the amount owing or repaid or paid by the Borrower. The amount of the Facility recorded as drawn and outstanding in the Borrower's Account shall be the evidence of the Borrower's indebtedness owed to the Lender and shall be binding on the Borrower in the absence of manifest error.

4.6 For the avoidance of doubt, the Borrower's Account may only be amended by amendment to this Agreement made in writing entered into by and between the Lender and the Borrower.

4.7 Both the Borrower and the Lender shall keep accurate book records of any disbursement under the Facility and repayment of principal and interest under this Agreement and shall verify such records once a year.

4.8 The Borrower may prepay the principal amount drawn and outstanding under the Facility by giving the Lender a 30 days' prior written notice, and such prepayment shall be subject to the consent of the Lender. At the time of prepayment, the Borrower shall also pay to the Lender all interest accrued on the prepaid principal in accordance with Article 4.2 up to the date of prepayment. Any prepayment made pursuant to this Article shall reduce the amount of the repayment installments in inverse order of maturity.



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**ARTICLE 5 REPRESENTATIONS AND WARRANTIES BY THE
BORROWER**

The Borrower hereby represents and warrants to the Lender as follows:

5.1 The Borrower is the government of the Republic of Rwanda (the Borrower's Country) and represented by the Ministry of Finance and Economic Planning of Rwanda and has full power, authority and legal rights to borrow the Facility on the terms and conditions hereunder.

5.2 The Borrower has completed all the authorizations, acts and procedures as required by the laws of the Borrower's Country in order for this Agreement to constitute valid and legally binding obligations of the Borrower in accordance with its terms, including obtaining all the approvals and authorizations from relevant authorities of the Borrower's Country, and effecting all the registrations or filings as required by the laws of the Borrower's Country, and such approvals, authorizations, registrations and filings are in full force and effect.

5.3 As from the date on which this Agreement becomes effective, this Agreement constitutes legal, valid and binding obligation of the Borrower.

5.4 The Borrower is not in default under any law or agreement applicable to it, the consequence of which default could materially and adversely affect its ability to perform its obligations under this Agreement and no Event of Default has occurred under this Agreement.

5.5 The signing of this Agreement by the Borrower constitutes, and the Borrower's performance of its obligations under this Agreement will constitute commercial acts. Neither the Borrower nor any of its assets other than (a) property to be used in connection with a military activity that is of a military character or is under the control of a military authority or defense agency of the Borrower, and (b) property of the Borrower subject to the Vienna Convention on Diplomatic Relations or the Vienna Convention on Consular Relations that is being used exclusively for



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diplomatic or consular purposes (hereinafter referred as the “**Excluded Assets**”), is entitled to any right of immunity on the grounds of sovereign or otherwise from arbitration, suit, execution or any other legal process with respect to its obligations under this Agreement, as the case may be, in any jurisdiction.

5.6 All information supplied to the Lender by the Borrower is true and accurate in all material respects


5.7 None of the Borrower, its Affiliates or any Relevant Parties, or any shareholders, senior officers, directors, or employees of the Borrower, its Affiliates or any Relevant Parties (together the “**Obligor Parties**”) is:

- (i) a Sanctions Restricted Person;
- (ii) in violation of or has violated any Sanctions imposed or adopted by any Sanctions Authority;
- (iii) engaged in any transaction, activity or conduct that could reasonably be expected to result in it or them becoming a Sanctions Restricted Person; or
- (iv) the subject of or otherwise involved in any inquiries, claims, lawsuits, investigations or other proceedings relating to Sanctions.

The Borrower represents and warrants to the Lender that the foregoing representations and warranties will be true and accurate throughout the Maturity Period with reference to the facts and circumstances subsisting from time to time. The Borrower acknowledges that the Lender has entered into this Agreement in reliance upon the representations and warranties contained in this Article.

ARTICLE 6 SPECIAL COVENANTS

6.1 The Borrower hereby covenants to the Lender that the obligations and liabilities of the Borrower under this Agreement are direct, unconditional and general obligations and rank and will rank at least pari passu in right of payment and security with all other present or future unsecured and unsubordinated indebtedness (both actual and contingent) of the Borrower. Any preference or priority granted by the



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Borrower to such indebtedness shall be forthwith applicable to this Agreement without prior request from the Lender.

6.2 The Borrower undertakes with the Lender that it will ensure that all amounts disbursed under this Agreement be used for the purposes specified in Article 2.4 and Article 2.5 and that it will pay the interest and any other payable amounts hereunder and repay the principal to the Lender in accordance with the terms and conditions hereunder. The performance by the Borrower of all its obligations under this Agreement shall be unconditional under all circumstances.

6.3 All payments by the Borrower under this Agreement shall be paid in full to the Lender without set-off or counterclaim or retention and free and clear of and without any deduction or withholding for or on account of any taxes or any charges. In the event the Borrower is required by law to make any such deduction or withholding from any payment hereunder, then the Borrower shall forthwith pay to the Lender such additional amount as will result in the immediate receipt by the Lender of the full amount which would have been received hereunder had no such deduction or withholding been made.

6.4 The Borrower hereby covenants to the Lender that it will take immediate steps and fulfill all the conditions necessary to maintain in full force and effect all approvals, authorizations, registrations and filings specified in Article 5.2.

6.5 The Borrower will include all amounts due and payable, or to fall due and payable to the Lender hereunder in each of its annual budgets during each fiscal year. However, the Borrower's failure to include corresponding allocation in its budget shall not in any way reduce or affect its obligations under this Agreement or to be used as a defense for the failure to make any payment due under the Loan Agreement.

6.6 The Borrower shall submit to the Lender the following documents and hereby covenants to the Lender that the information contained in such documents is true and accurate:

(1) The Borrower shall submit to the Lender semi-annually during the

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Maturity Period reports on the actual progress and operation status of the Project and the utilization of the disbursed Facility proceeds.

(2) The Borrower shall supply to the Lender any other information pertaining to the performance of this Agreement at any time reasonably requested by the Lender

6.7 The Lender shall be entitled to examine and supervise the utilization of the proceeds of the Facility and the performance of this Agreement. The Borrower shall facilitate the aforesaid examination and supervision of the Lender, including without limitation cause the relevant authority to issue the long-term multiple entry visa of (Borrower's country) to loan officer of the Lender.

6.8 During the Maturity Period, the Borrower shall inform in writing the Lender within 30 days from the date on which the following events occur:

(1) any material decision, change, accident and other significant facts pertaining to the Project or the Borrower,

(2) any change of the authorized persons and the specimen of their signatures involved in the drawdown of the Facility under this Agreement;

(3) any change of the communication address of the Borrower specified in Article 8.8;

(4) the occurrence of any Event of Default specified in Article 7;

(5) any significant amendment or supplement to the Commercial Contract;

6.9 The Borrower is obliged to notify the Lender, without delay, upon becoming aware of the occurrence of any event or dispute which may limit, restrict, interfere with or otherwise adversely affect the performance by any party of its obligations under the Commercial Contract, including but not limited to any event or dispute in connection with:

(1) taxation; and

(2) any party's failure to timely perform its relevant obligations under such Commercial Contract

To ensure the due performance of the Commercial Contract, the Borrower

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shall promptly do all such acts and coordinate with relevant parties to remedy and minimize the impact arising out of such aforementioned event or dispute.

6.10 The Borrower undertakes with the Lender that so long as any sum remains outstanding under this Agreement, the Borrower will not engage in the activities which, in the opinion of the Lender, will materially and adversely affect the performance of the Borrower's obligations under this Agreement.

6.11 The Borrower undertakes with the Lender that at the request of the Lender, the Borrower will provide the Lender within six months of completion of the Project with the Project completion summary report and provide within the period as required by the Lender the documents and materials for the post evaluation for the Project. The Borrower shall ensure the authenticity, accuracy, validity and integrity of the documents and materials provided.

6.12 The Borrower hereby represents, warrants and undertakes that its obligations and liabilities under this Agreement are independent and separate from those stated in agreements with other creditors (whether official creditors, Paris Club creditors or other creditors), and the Borrower shall not seek from the Lender any kind of comparable terms and conditions which are stated or might be stated in agreements with other creditors.

6.13 The Borrower undertakes with the Lender that the Borrower will and will ensure that any other Obligor Parties will,

(i) comply with Sanctions with respect to any operations and conducts performed, including but not limited to under the Project or the Commercial Contract;

(ii) disclose voluntarily or at the request of the Lender from time to time, timely and sufficiently, any documents or information in relation to Sanctions, including but not limited to:

(A) the fact that any Obligor Party has become a Sanctions Restricted Person;

(B) the fact that any Obligor Party is involved in any inquiries, claims, lawsuits, investigations or other proceedings relating to Sanctions;



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(C) any countries, industries or properties relevant to the business and operations of any Obligor Party or the Commercial Contract or the Project are targeted or otherwise restricted by Sanctions, including Sanctions that could result in any Obligor Party becoming a Sanctions Restricted Person; and

(D) any other circumstances that could have adverse consequences on this Agreement due to Sanctions;

(iii) cooperate with the Lender to provide sufficient information at its request from time to time, timely and sufficiently, for the purpose of compliance with any Sanctions, anti-money laundering and anti-terrorism requirements; and

(iv) irrevocably authorize the Lender, in its sole discretion for the purposes of compliance with Sanctions, anti-money laundering and anti-terrorist financing requirements to disclose information to Sanctions Authorities or other regulatory authorities or other competent agencies

6.14 The Borrower undertakes with the Lender that the Borrower will not and will ensure that any other Obligor Parties will not:

(i) become a subject or target of Sanctions,

(ii) directly or indirectly use any monies advanced under any Facility or lend, contribute or otherwise make available such monies to any person where the purpose or effect of such monies being used, lent, contributed or otherwise made available:

(A) is to fund or facilitate any activity that would at that time be in breach of Sanctions or be an activity with, or for the benefit of, a Sanctions Restricted Person; or

(B) could reasonably be expected to result in a breach of Sanctions by an Obligor Party, the Lender or any of its branch offices or Affiliates or the Agent, or any other person;

(iii) directly or indirectly fund all or any part of a payment under this Agreement out of proceeds derived from any business or transaction which is prohibited by Sanctions, which is with a Sanctions Restricted Person or which would otherwise result in a breach of Sanctions by the Lender or any of its branch offices or Affiliates or the Agent; or

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(iv) carry out any transactions, activities, operations, or conducts, with respect to any operations and conducts performed, including but not limited to under the Project or the Commercial Contract, in violation of the Sanctions or that could result in any Obligor Party becoming a Sanctions Restricted Person.

6.15 If the Lender in its sole discretion determines that the performance of this Agreement and / or the making, funding or allowing to remain outstanding of all or part of the Loan hereunder becomes impossible, prohibited by law or regulation, or could result in the Lender or any of its branch offices or Affiliates or the Agent being sanctioned, the Lender may so notify the Borrower and shall at the same time be entitled to one or more of the following measures:

- (a) cancel any available Facility;
- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding to the Lender under this Agreement be immediately due and payable;
- (c) directly deduct the outstanding amount due and payable by the Borrower under this Agreement, including but not limited to outstanding Loans, together with accrued interest and all other amounts accrued, from any account of the Borrower (denominated in any currency) opened with the Lender, the Agent or any other onshore and offshore branch offices of the Lender or the Agent; or
- (d) exercise any other rights of the Lender under this Agreement and in accordance with applicable laws and regulations.

ARTICLE 7 EVENTS OF DEFAULT

7.1 Each of the following events and circumstances shall be an Event of Default:

- (1) The Borrower, for any reason, fails to pay any due and payable principal, interest, Commitment Fee, Management Fee or other sums in accordance with the provisions hereof;



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(2) Any representation and warranty made by the Borrower in Article 5, Article 6 or other Articles of this Agreement, or any certificate, document and material submitted and delivered by the Borrower pursuant to this Agreement proves to have been untrue or incorrect in any material respect ;

(3) The Borrower fails to punctually perform any of its other obligations under this Agreement or is in breach of any of its covenants and undertakings made under this Agreement, and does not remedy such breach to the satisfaction of the Lender within 30 days after receipt of written notice from the Lender requiring it to do so.

(4) Any other event which constitutes a default of the Borrower occurs in respect of any other agreement involving the borrowing of money or any guarantee between the Borrower and any other banks or financial institutions;

(5) Significant changes have occurred with respect to the Project or the Borrower, either of which, in the opinion of the Lender, may have material adverse effect on the ability of the Borrower to perform its obligations under this Agreement.

(6) The Borrower stops or suspends repayment to its creditors generally;

(7) any other events or circumstances, in the reasonable judgment of the Lender, that can be deemed as the credit deterioration of the Borrower or may jeopardize the Loan or any rights of the Lender under this Agreement.

7.2 Upon the occurrence of any of the aforesaid Event of Default and at any time or times thereafter (unless such Event of Default has been waived by or remedied to the satisfaction of the Lender), the Lender may, by written notice to the Borrower, take either or all of the following actions (but without prejudice to any other rights and remedies available to it)

- (a) declare the principal of and accrued interest on the Loan and all other sums payable hereunder to be, whereupon the same shall become,



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immediately due and payable without further demand, notice or other legal formality of any kind;

(b) cancel the Facility unutilized by the Borrower or declare the Facility terminated without giving prior notice whereupon the obligation of the Lender to make further Disbursement hereunder shall immediately cease; and

(c) enforce its rights under the Guarantee/Mortgage/Pledge.

7.3 Where there occurs any change of the laws or government policies in the country of either the Lender or the Borrower, which makes it impossible for either the Lender or the Borrower to perform its obligations under this Agreement, the Lender may, by written notice to the Borrower, terminate the disbursement of the Facility, and/or declare all the principal and accrued interest and all other sums payable hereunder to be immediately due and payable by the Borrower without further demand, notice or other legal formality of any kind.

ARTICLE 8 MISCELLANEOUS

8.1 The Borrower hereby irrevocably waives any immunity on the grounds of sovereign or otherwise for itself or its property other than Excluded Assets in connection with any arbitration proceeding pursuant to Article 8.5 hereof or with the enforcement of any arbitral award pursuant thereto.

8.2 Without prior written consent of the Lender, the Borrower may not assign or transfer all or any part of its rights or obligations hereunder in any form to any third party. The Lender is entitled to assign or transfer all or any part of its rights, interests and obligations hereunder to a third party with notice to the Borrower. The Borrower shall sign all such documents and do necessary acts and things as the Lender may reasonably require for the purpose of perfecting and completing any such assignment and transfer, provided that any costs incurred by the Borrower in



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connection therewith shall be borne by the Lender.

8.3 This Agreement is legally independent of the relevant Commercial Contract. Any claims or disputes arising out of the Commercial Contract shall not affect the obligations of the Borrower under this Agreement.

8.4 This Agreement as well as the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of China.

8.5 Any dispute arising out of or in connection with this Agreement shall be resolved through friendly consultation. If no settlement can be reached through such consultation, each party shall have the right to submit such dispute to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The arbitration shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be final and binding upon both parties. The arbitration shall take place in Beijing.

8.6 The Borrower hereby irrevocably designates the Embassy of the Republic of Rwanda in China with its address at No.30, Xiu Shui Bei Jie, Beijing, China as its authorized agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or other legal documents in China. If for any reason the agent named above (or its successor) no longer serves as agent of the Borrower to receive legal documents as aforesaid, the Borrower shall promptly designate a successor agent satisfactory to the Lender. The Borrower hereby agrees that, any such legal documents shall be sufficiently served on it if delivered to the agent for service at its address for the time being in Beijing, whether or not such agent gives notice thereof to the Borrower.

8.7 The Borrower shall keep all the terms, conditions and the standard of fees hereunder or in connection with this Agreement strictly confidential. Without the prior written consent of the Lender, the Borrower shall not disclose any information hereunder or in connection with this Agreement to any third party unless required by applicable law.



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8.8 All notices or other documents in connection with this Agreement shall be in writing and shall be delivered or sent either personally or by post or facsimile to the following respective address or facsimile number of both parties; in the event that the following address or facsimile number of any party hereunder has changed, such party shall immediately inform the other party in the way set out in this Agreement:

To the Lender: Sovereign Business Dept. (Concessional Loan Dept.)
The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing,
100031
People's Republic of China
Fax No.: +86 10 83578546
Telephone: +86 10 83578578
Contact Person: Mr.LU Oumeng

To the Borrower: The Government of the Republic of Rwanda Represented by
the Ministry of Finance and Economic Planning of Rwanda
P.O.BOX 158, Kigali, Rwanda
Fax No.: +250 252577581
Telephone: +250 252575756
Contact Person: Minister of Finance and Economic
Planning

Any notice or document so addressed to the relevant party under this Agreement shall be deemed to have been delivered:

- (1) if sent by personal delivery: at the time of delivery;
- (2) if sent by post: 15 days after posting (excluding Saturdays, Sundays and statutory holidays);
- (3) if sent by facsimile, when the notice or document is dispatched by fax machine.

8.9 This Agreement shall be signed in the English language. The notes and



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other written documents delivered between the Borrower and the Lender under this Agreement shall all be written in English

8.10 Unless otherwise provided, no failure or delay by the Lender in exercising any of its rights, power or privilege under this Agreement shall impair such right, power or privilege or operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege

8.11 The appendices to this Agreement shall be deemed as an integral part of this Agreement and have the same legal effect as this Agreement.

8.12 Matters not covered in this Agreement shall be settled through friendly consultation and signing of supplementary agreements between the Borrower and the Lender

ARTICLE 9 CONDITIONS TO EFFECTIVENESS

9.1 This Agreement shall become effective upon the satisfaction of the following conditions.

- (1) This Agreement has been duly signed by the Lender and the Borrower;
- (2) The Lender has received copies of the approval issued by the relevant authorities of the Borrower's Country approving the borrowing by the Borrower hereunder;
- (3) The Lender has received copies of the duly signed amendment agreement to the Commercial Contract which is acceptable to the Lender.

9.2 The effective date of this Agreement shall be the date specified in the Notice of Effectiveness of Loan Agreement sent by the Lender to the Borrower after all the conditions precedent to the effectiveness of this Agreement have been fully satisfied.



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8.8 All notices or other documents in connection with this Agreement shall be in writing and shall be delivered or sent either personally or by post or facsimile to the following respective address or facsimile number of both parties; in the event that the following address or facsimile number of any party hereunder has changed, such party shall immediately inform the other party in the way set out in this Agreement:

To the Lender: Sovereign Business Dept. (Concessional Loan Dept.)
The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing,
100031
People's Republic of China
Fax No.: +86 10 83578546
Telephone: +86 10 83578578
Contact Person: Mr. LU Oumeng

To the Borrower: The Government of the Republic of Rwanda Represented by
the Ministry of Finance and Economic Planning of Rwanda
P.O.BOX 158, Kigali, Rwanda
Fax No.: +250 252577581
Telephone: +250 252575756
Contact Person: Minister of Finance and Economic
Planning

Any notice or document so addressed to the relevant party under this Agreement shall be deemed to have been delivered:

- (1) if sent by personal delivery: at the time of delivery;
- (2) if sent by post: 15 days after posting (excluding Saturdays, Sundays and statutory holidays);
- (3) if sent by facsimile, when the notice or document is dispatched by fax machine.

8.9 This Agreement shall be signed in the English language. The notes and



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other written documents delivered between the Borrower and the Lender under this Agreement shall all be written in English.

8.10 Unless otherwise provided, no failure or delay by the Lender in exercising any of its rights, power or privilege under this Agreement shall impair such right, power or privilege or operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

8.11 The appendices to this Agreement shall be deemed as an integral part of this Agreement and have the same legal effect as this Agreement.

8.12 Matters not covered in this Agreement shall be settled through friendly consultation and signing of supplementary agreements between the Borrower and the Lender.

ARTICLE 9 CONDITIONS TO EFFECTIVENESS

9.1 This Agreement shall become effective upon the satisfaction of the following conditions:

- (1) This Agreement has been duly signed by the Lender and the Borrower;
- (2) The Lender has received copies of the approval issued by the relevant authorities of the Borrower's Country approving the borrowing by the Borrower hereunder;
- (3) The Lender has received copies of the duly signed amendment agreement to the Commercial Contract which is acceptable to the Lender.

9.2 The effective date of this Agreement shall be the date specified in the Notice of Effectiveness of Loan Agreement sent by the Lender to the Borrower after all the conditions precedent to the effectiveness of this Agreement have been fully satisfied.



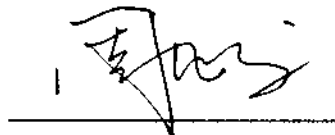
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9.3 In the event that this Agreement fails to become effective within one year after signing by the parties, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.

9.4 This Agreement shall be made in two counterparts with equal legal effect.

IN WITNESS WHEREOF, the two parties hereto have caused this Agreement to be duly signed on their respective behalf, by their duly authorized representatives, on the date stated at the beginning of this Agreement.

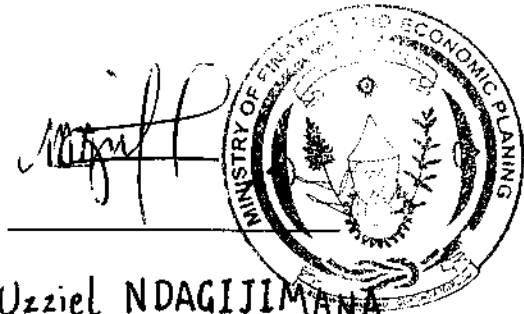
Signed by:



Name: **Zhou Xuwen**
Title: Deputy General Manager of
Sovereign Business Department
(Concessional Loan Department)

on behalf of
The Export-Import Bank of China

Signed by:



Name: **Uzziel NDAGIJIMANA**
Title: Minister of Finance and
Economic Planning of Rwanda

on behalf of
The Government of the Republic of
Rwanda represented by the Ministry of
Finance and Economic Planning

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Appendices:

- 1-A. Conditions Precedent to the First Drawdown
- 1-B. Conditions Precedent to the Disbursement of the Last Ten Percent of the Facility
2. Conditions Precedent to Each Drawdown after the First Drawdown
3. Power of Attorney (for Signing)
4. Power of Attorney (for Drawdown)
5. Form of Irrevocable Notice of Drawdown
6. Form of Legal Opinion
7. Irrevocable Power of Attorney of Borrower's Process Agent
8. Letter of Confirmation
9. Form of Notice of Effectiveness of Loan Agreement
10. Form of Repayment Schedule



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Appendix 1-A
Conditions Precedent to the First Disbursement

Upon the Borrower's application to the Lender for the making of the first disbursement, the Lender shall not be obliged to make any such disbursement to the Borrower unless the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction:

- (1) Copies of this Agreement which has been duly signed by all parties thereto respectively and have become effective;
- (2) Certified true copies of the Commercial Contract and other relevant documents in connection therewith acceptable to the Lender which have been duly signed by all parties thereto and have become effective;
- (3) Drawdown schedule submitted by the Borrower which has been recognized and accepted by the Lender;
- (4) The authorization of the Borrower, by which the Borrower authorizes one or more representatives to sign this Agreement, Irrevocable Notice of Drawdown and any other documents in relation to this Agreement, and the signature specimen of such authorized representatives.
- (5) Certified true copies of any and all documents which could evidence that the Management Fee and Commitment Fee payable hereunder have been paid by the Borrower to the Lender in accordance with the provisions of Article 2.6 and Article 2.7;
- (6) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower, and sent by courier or authenticated SWIFT not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account



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designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;

(7) Legal opinion in the form and substance set forth in Appendix 6 or in the form and substance otherwise approved by the Lender in writing issued by the Ministry of Justice or other governmental institutions with the similar authority of the Borrower's Country in connection with the transactions contemplated hereunder;

(8) The irrevocable power of attorney to the process agent by the Borrower named in Article 8.6 in the form set forth in Appendix 7 or in the form and substance otherwise approved by the Lender in writing and the written confirmation of acceptance of appointment by such process agent in the form of Appendix 8 or in the form and substance otherwise approved by the Lender in writing;

(9) Certified true copies of the written consent of the relevant authority of the Borrower's Country on the sub-contractor(s) of the Project.

(10) Certified true copies of main Design Sub-contract agreement, Construction Sub-contract agreement and Procurement Sub-contract agreement to the Commercial Contract which are acceptable to the Lender and have been duly signed by all parties thereto.

(11) Certified true copy of the commitment made by the cable lessor for reserving enough optical fiber cable capacity or the memorandum of understanding duly signed by all relevant parties thereto for the operation of the Project.

(12) Certified true copy of the commitment issued by the relevant authorities of the Borrower's Country for covering the contingent fund gap for the operation of the Project.

(13) Such other document(s) or condition(s) relating to the transactions under this Agreement as the Lender may reasonably request.

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In the event that the Borrower fails to fulfill the above conditions within one year after the effectiveness of this Agreement, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.



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Appendix 1-B

Conditions Precedent to the Disbursement of the Last Ten Percent of the Facility

For each disbursement involving utilisation of the last ten percent of the Facility (either a portion of or the whole amount of the last ten percent of the Facility), the Lender shall not be obliged to make any such disbursement to the Borrower unless the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction:

- (1) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower, and sent by courier not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;
- (2) No Event of Default has occurred (or will likely to occur as a result of the drawdown being made) under this Agreement;
- (3) All representations, warranties, and undertakings made by the Borrower hereunder shall be true and correct as at the date such drawdown is scheduled to be made with reference to the facts and circumstances then subsisting;
- (4) The Borrower has paid the interest due and payable under this Agreement in accordance with Article 4;
- (5) The Borrower has paid the Commitment Fee due and payable under this Agreement in accordance with Article 2.7;
- (6) The Facility hereunder has not been terminated;
- (7) Document(s) certifying the main staff for operation of the Project have been on



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duty:

(8) Certified true copy of the optical fiber cable leasing contract which has been duly signed:

(9) Such other document(s) and condition(s) as the Lender may reasonably request.



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Appendix 2

Conditions Precedent for Each Disbursement after the First Disbursement

For each disbursement after the first disbursement hereunder, the Lender shall not be obliged to make any such disbursement to the Borrower unless all the conditions precedent set out in Appendix 1-A attached hereto have been satisfied, the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction

- (1) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower, and sent by courier not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made, such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;
- (2) No Event of Default has occurred (or will likely to occur as a result of the drawdown being made) under this Agreement;
- (3) All representations, warranties, and undertakings made by the Borrower hereunder shall be true and correct as at the date such drawdown is scheduled to be made with reference to the facts and circumstances then subsisting;
- (4) The Borrower has paid the interest due and payable under this Agreement in accordance with Article 4;
- (5) The Borrower has paid the Commitment Fee due and payable under this Agreement in accordance with Article 2.7;
- (6) The Facility hereunder has not been terminated;
- (7) Such other document(s) and condition(s) as the Lender may reasonably request.



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Appendix 3

Power of Attorney (for Signing the Agreement)

I, _____ (Name of the Authorizing Person), am _____ (Title of the Authorizing Person) of _____ (hereinafter referred as the "**Institution**"). I hereby confirm that I have the full legal right and authority to sign the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____ hereinafter referred to as the "**Agreement**") on behalf of the Institution. However, in the event that I am not available when the Agreement is required to be signed, I hereby authorize Mr. _____ (hereinafter referred as the "**Authorized Signatory**"). _____ (Title of the Authorized Signatory) of the Institution, to sign the Agreement and other notices and documents in connection therewith on behalf of the Institution.

Signature: _____

Title: _____

Date: _____

Specimen Signature of the Authorized Signatory:

Name: _____

Title: _____



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Appendix 4

Power of Attorney (for Drawdown)

I, _____ (Name of Authorizing Person), am _____ (Title of the Authorizing Person) of _____ (hereinafter referred as the "Institution"). I hereby confirm that I have the full legal right and authority to make drawdowns on behalf of the Institution in accordance with the terms and conditions of the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as the "Agreement"). In the event that I am not available when a drawdown is to be made, I confirm that I hereby authorize Mr. _____ (hereinafter referred as the "Authorized Signatory"), _____ (Title of the Authorized Signatory) of the Institution, to make the drawdown under the Agreement, to sign the documents and to handle other matters in connection therewith on behalf of the Institution.

Signature: _____

Title: _____

Date: _____

Specimen Signature of the Authorized Signatory:

Name: _____

Title: _____

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Appendix 5
FORM OF IRREVOCABLE NOTICE OF DRAWDOWN
(BY EXPRESS DELIVERY OR TESTED SWIFT)

From: _____ (the Borrower)

To: The Export-Import Bank of China
No. 30, Fu Xing Men Nei Ave.,
Xicheng District,
Beijing, 100031,
P.R.China
Fax:
SWIFT:
Tel:

Serial No: _____

Date: _____

Dear Sirs,

We refer to the [_____]¹ Loan Agreement with Contract No. _____ (hereinafter referred to as the "**Agreement**") dated _____ (date) by and between _____ (the "**Borrower**") and The Export-Import Bank of China (the "**Lender**"). This is a Notice of Drawdown. Capitalized terms used herein and not otherwise defined shall have the same meanings as defined in the Agreement.

1. We hereby apply for a Disbursement on the following terms:

Please fill in the name of the Agreement.

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Proposed Disbursement Date: [] (or, if that is not a Business Day, the next Business Day)

Amount: [] (Currency: ☐ US \$ ☐ EUR ☐ RMB []³⁾ or, if less, the available commitment

In Words:

(Currency: ☐ US \$ ☐ EUR ☐ RMB []³⁾)

Disbursement Account:

Payee: _____

Account Bank: _____ (This account shall be opened by the Chinese Supplier with the Lender or a bank designated by the Lender for the purpose of receiving payments under or in connection with the Commercial Contract)

Account No.: _____

Pursuant to the terms and conditions of the Agreement, we hereby instruct and authorize you to debit the Borrower's Account, or the Back-up Borrower's Account, as applicable, with the Amount of the Disbursement.

3. This Disbursement is made to the _____ Invoice (Invoice No. _____) under the Commercial Contract (Contract No.: _____), and for the payment of _____ (purpose).

4. We hereby confirm that you are entitled to use the Back-up Borrower's Account to

- Please fill in relevant information in case that a drawing in a foreign currency approved by the Lender is needed.

* Please fill in relevant information in case that a drawing in a foreign currency approved by the Lender is needed

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make Disbursements under the Agreement upon written notice signed by your authorized signatory pursuant to the Article 4 of the Agreement.

5. We hereby confirm that forthwith upon the allocation of the Disbursement to the Borrower's Account, or the Back-up Borrower's Account, as applicable, this Disbursement shall be deemed as having been made by us under the Agreement and the amount drawn shall forthwith constitute our indebtedness to you accordingly. We shall repay such amount to you together with any interest accrued thereon in accordance with the terms and conditions of the Agreement.

6. We further confirm that:

- 1) the representations and warranties made by us in the Agreement remain true, correct and valid in all respects by reference to the facts and circumstances subsisting as of the date of this Notice of Drawdown;
- 2) no Event of Default referred to in the Agreement has occurred and continuously exists or would result from the proposed Loan;
- 3) all the conditions precedent specified in the Agreement have been satisfied and have remained true, accurate and valid in all respects by reference to the facts and circumstances subsisting as of the date of this Notice of Drawdown.

7. This Notice of Drawdown is irrevocable.

_____ (Full Name of the Borrower)

(Official Stamp of the Borrower)

(Signature of Authorized Signatory)



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Appendix 6
Form of Legal Opinion

To: The Export-Import Bank of China

Date: _____

Dear Sirs,

Re: The Government Concessional Loan Agreement on the _____
Project (No. _____)

We are ☐ Ministry of Justice, ☐ Attorney-General, ☐ a law firm ☐ _____, qualified and authorized to issue this legal opinion in connection with the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, the "Loan Agreement") between the Export-Import Bank of China as the lender (the "Lender") and _____ as the borrower (the "Borrower").

For the purposes of this legal opinion, we have examined copies of the following documents:

- (1) the executed Loan Agreement;
- (2) Such laws and regulations and such other documents, certificates, records and instruments as necessary and appropriate to render the opinions hereinafter set forth.

This legal opinion is given on the basis of the laws of the _____ effective as at the date hereof.

Based on the foregoing, we are of the opinion that:

1. The Borrower is the government of a sovereign state which is duly established and validly existing under the laws of _____, and has power, authority and

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legal right to assume civil liabilities with its assets.

2. The Borrower has full power, authority and legal right to enter into and perform its obligations under the Loan Agreement and has taken all necessary action to authorize the signing, delivery and performance of the Loan Agreement and _____ of the Borrower has been duly authorized and has the power to sign the Loan Agreement on behalf of the Borrower.

3. The Loan Agreement has been duly signed by the Borrower, and constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms.

4. The signing, delivery and performance of the Loan Agreement by the Borrower do not violate or conflict with or result in a breach of any law or regulation of _____.

5. All authorizations and consents of any authority in _____ required in connection with the signing, delivery and performance of the Loan Agreement by the Borrower have been obtained and are in full force and effect, including making payments in foreign currencies under the Loan Agreement and making the Loan Agreement admissible in evidence in the courts of _____.

6. No registration fee, similar tax or stamp duty is payable in _____ in respect of the Loan Agreement by the Borrower and the Lender. No withholding would be made in respect of any payment to be made by the Borrower to the Lender under the Loan Agreement.

7. The signing and performance of the Loan Agreement by the Borrower constitute commercial acts, and the declaration that the Borrower shall not have any right of immunity in connection with any proceedings or any enforcement of an arbitral award or court decision on the grounds of sovereignty or otherwise is valid and irrevocably binding on the Borrower, subject to the Excluded Assets specified in Article 5.5 set forth in the Loan Agreement.



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8. The payment obligations of the Borrower under the Loan Agreement rank at least pari passu with all its other unsecured and unsubordinated indebtedness except those which are mandatorily preferred by operation of _____ law.

9. The choice of Chinese law as the governing law under the Loan Agreement is a valid choice of law. The submission of any dispute arising out of or in connection with the Loan Agreement to the China International Economic and Trade Arbitration Commission (CIETAC) does not contravene any law of _____. The appointment by the Borrower of a process agent in China does not violate any provision of any law or regulation of _____.

10. The Lender is not and will not be deemed to be resident, domicile or having an establishment in _____ by reason only of the execution, delivery, performance and/or enforcement of the Loan Agreement.

This legal opinion is strictly limited to the matters stated herein and may be relied upon only by you in respect of the captioned matter. It may not be relied upon for any other purposes and may not be disclosed to any other persons without our consent.

Yours faithfully,

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Appendix 7
Irrevocable Power of Attorney
(Appointment of the Borrower's Process Agent)

Date: _____

Dear Sirs:

We refer to the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as "the Agreement"). We hereby appoint you under the Agreement as our agent for the sole purpose of receiving for us and on our behalf service of any legal documents issued by the China International Economic and Trade Arbitration Commission (CIETAC) in respect of any legal action or proceedings arising out of or in connection with the Agreement. We hereby confirm that we shall as soon as possible provide you with a true and correct copy of the Agreement and all relevant related documents. We further hereby confirm that your obligations as our agent are limited to those set out in the paragraphs below and that any other services will only be on our specific request and subject to your agreement and to your customary legal fees. Your obligations are:

(1) Promptly to forward to us (to the extent lawful and possible) by registered post prepaid express airmail addressed as hereafter shown, or by such expeditious means as you may deem appropriate, the original or a copy of any notice of arbitration received by you:

Attention:

Tel:

or to such other address as we may from time to time request in a notice to you sent by registered post prepaid express airmail and marked "For the Attention of the person in charge of Service of Process/ Re: Service of Process";



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(2) Perform the duties as Process Agent in accordance with the Agreement.

We should be grateful if you would indicate your acceptance of your appointment by signing the form of acknowledgement contained in the duplicate of this letter and returning the same to us or to such other person as we may identify to you.

Yours faithfully,

Name:

Title:

A handwritten signature in black ink, appearing to be a stylized 'J' or 'I' followed by a flourish.

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Appendix 8
Letter of Confirmation

To: (name of the Borrower)

Date: _____

We hereby acknowledge receipt of the letter dated _____ from the _____ (the Borrower), the above is a true copy of which, and agree to our appointment under it to receive on behalf of _____ (the Borrower) service of legal documents issued out of the China International Economic and Trade Arbitration Commission (CIETAC) in any legal action or proceedings arising out of or in connection with the Agreement referred to in that letter.

Yours faithfully,

Name:

Title:



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Appendix 9
Form of Notice of Effectiveness of Loan Agreement

From: The Export-Import Bank of China

No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031.

People's Republic of China

To: _____ (the Borrower)

Date: _____

Dear Sirs,

Pursuant to Article 9 of the Government Concessional Loan Agreement on the _____ Project (No. _____, hereinafter referred to as "the Agreement") dated _____ between _____ (the "Borrower") and the Export-Import Bank of China (the "Lender"), we hereby inform you that:

- (a) all the conditions as set out in Article 9.1 of the Agreement have been satisfied;
- (b) The Agreement shall become effective on and from the date hereof.

The Export-Import Bank of China

(Signature of Authorized Signatory)



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Appendix 10

Form of Repayment Schedule

Concerning the Government Concessional Loan Agreement on the _____
Project dated _____ (No. _____)

Number of Installments	Date Due	Amount In Renminbi
1		
2		
3		
4		
5		
6		
7		
8		
Total		

Note: The amount appeared in this schedule just refer to repayment of the Principal of the Loan under the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____), while the interest accrued shall be paid according to the provisions of Article 4 of the aforesaid Agreement.

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<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 012/2022 ryo ku wa 15/04/2022 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo icyenda n'umunani n'ibihumbi magana ane na mirongo icyenda n'umunani z'Amayuwani (198.498.000,00 ¥) igenewe umushinga w'u Rwanda w'ikoranabuhanga mu burezi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 22 Gashyantare 2022</p>	<p>Seen to be annexed to Law n° 012/2022 of 15/04/2022 approving the ratification of the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of One Hundred and Ninety-Eight Million Four Hundred and Ninety-Eight Thousand Yuan (¥ 198,498,000.00) for Rwanda Smart Education Project, signed at Kigali, Rwanda, on 22 February 2022</p>	<p>Vu pour être annexé à la Loi n° 012/2022 du 15/04/2022 approuvant la ratification de l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Import-export de Chine, relatif au prêt de cent quatre-vingt-dix-huit millions quatre cent quatre-vingt-dix-huit mille Yuan (198.498.000,00 ¥) pour le projet d'éducation intelligente du Rwanda, signé à Kigali, au Rwanda, le 22 février 2022</p>
---	--	---

Kigali, 15/04/2022

(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)

Dr UGIRASHEBUJA Emmanuel

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

<p>ITEGEKO N° 013/2022 RYO KU WA 15/04/2022 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO, HAGATI YA REPUBULIKA Y'U RWANDA NA AGENCE FRANÇAISE DE DEVELOPPEMENT (AFD), YEREKERANYE N'IMPANO INGANA NA MILIYONI ESHANU Z'AMAYERO (5.000.000 EUR) AGENEWE GAHUNDA Y'IGIHUGU YO KWIGA NO KWIGISHA URURIMI RW'IGIFARANSA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 18 GASHYANTARE 2022</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p>LAW N° 013/2022 OF 15/04/2022 APPROVING THE RATIFICATION OF THE GRANT FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AGENCE FRANÇAISE DE DEVELOPPEMENT (AFD), RELATING TO THE GRANT OF FIVE MILLION EUROS (EUR 5,000,000) FOR THE NATIONAL PLAN FOR LEARNING AND TEACHING FRENCH, SIGNED AT KIGALI, RWANDA, ON 18 FEBRUARY 2022</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Approval for ratification</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p><u>Article 3:</u> Commencement</p>	<p>LOI N° 013/2022 DU 15/04/2022 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE FRANÇAISE DE DÉVELOPPEMENT (AFD), RELATIF AU DON DE CINQ MILLIONS D'EUROS (5.000.000 EUR) POUR LE PLAN NATIONAL DE L'APPRENTISSAGE ET L'ENSEIGNEMENT DU FRANÇAIS, SIGNÉ À KIGALI, AU RWANDA LE 18 FÉVRIER 2022</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Approbation pour ratification</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEGEKO N° 013/2022 RYO KU WA 15/04/2022 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO, HAGATI YA REPUBULIKA Y'U RWANDA NA AGENCE FRANÇAISE DE DEVELOPPEMENT (AFD), YEREKERANYE N'IMPANO INGANA NA MILIYONI ESHANU Z'AMAYERO (5.000.000 EUR) AGENEWE GAHUNDA Y'IGIHUGU YO KWIGA NO KWIGISHA URURIMI RW'IGIFARANSA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 18 GASHYANTARE 2022</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</p> <p>INTEKO ISHINGA AMATEGEKO:</p>	<p>LAW N° 013/2022 OF 15/04/2022 APPROVING THE RATIFICATION OF THE GRANT FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AGENCE FRANÇAISE DE DEVELOPPEMENT (AFD), RELATING TO THE GRANT OF FIVE MILLION EUROS (EUR 5,000,000) FOR THE NATIONAL PLAN FOR LEARNING AND TEACHING FRENCH, SIGNED AT KIGALI, RWANDA, ON 18 FEBRUARY 2022</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</p> <p>THE PARLIAMENT:</p>	<p>LOI N° 013/2022 DU 15/04/2022 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE FRANÇAISE DE DÉVELOPPEMENT (AFD), RELATIF AU DON DE CINQ MILLIONS D'EUROS (5.000.000 EUR) POUR LE PLAN NATIONAL DE L'APPRENTISSAGE ET L'ENSEIGNEMENT DU FRANÇAIS, SIGNÉ À KIGALI, AU RWANDA LE 18 FÉVRIER 2022</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 04 Mata 2022;</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'impano hagati ya Repubulika y'u Rwanda na Agence Française de Développement (AFD), yerekeranye n'impano ingana na miliyoni eshanu z'Amayero (5.000.000 EUR) agenewe gahunda y'Igihugu yo kwiga no kwigisha ururimi rw'Igifaransa, yashyiriweho umukono i Kigali mu Rwanda ku wa 18 Gashyantare 2022;</p> <p>YEMEJE:</p> <p><u>Ingingo ya 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 eshanu</p>	<p>The Chamber of Deputies, in its sitting of 04 April 2022;</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 Grant Financing Agreement, between the Republic of Rwanda and the Agence Française de Développement (AFD), relating to the grant of five million Euros (EUR 5,000,000) for the national plan for learning and teaching French, signed at Kigali, Rwanda, on 18th February 2022;</p> <p>ADOPTS:</p> <p><u>Article one:</u> Approval for ratification</p> <p>The Grant Financing Agreement, between the Republic of Rwanda and the Agence Française de Development (AFD), relating to the grant of five million Euros (EUR</p>	<p>La Chambre des Députés, en sa séance du 04 avril 2022;</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 don entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au don de cinq millions d'Euros (5.000.000 EUR) pour le plan national de l'apprentissage et l'enseignement du français, signé à Kigali, au Rwanda le 18 février 2022 ;</p> <p>ADOpte :</p> <p><u>Article premier :</u> Approbation pour ratification</p> <p>L'Accord de don entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au don de cinq millions d'Euros (5.000.000 EUR) pour le plan national de</p>
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<p>z'Amayero (5.000.000 EUR) agenewe gahunda y'Igihugu yo kwiga no kwigisha ururimi rw'Igifaransa, yashyiriweho umukono i Kigali mu Rwanda ku wa 18 Gashyantare 2022, 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 y'u Rwanda.</p>	<p>5,000,000) for the national plan for learning and teaching French, signed at Kigali, Rwanda, on 18th February 2022, in annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>l'apprentissage et l'enseignement du français, signé à Kigali, au Rwanda le 18 février 2022, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 15/04/2022

(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)

Dr UGIRASHEBUJA Emmanuel

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

<p>UMUGEREKA W'ITEGEKO N° 013/2022 RYO KU WA 15/04/2022 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO INGANA NA MILIYONI ESHANU Z'AMAYERO (5.000.000 EUR) IGENEWE GAHUNDA Y'IGIHUGU YO KWIGISHA NO KWIGA URURIMI RW'IGIFARANSÀ, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 18 GASHYANTARE 2022</p>	<p>ANNEX TO LAW N° 013/2022 OF 15/04/2022 APPROVING THE RATIFICATION OF THE GRANT FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF FIVE MILLION EUROS (EUR 5,000,000) FOR THE NATIONAL PLAN FOR TEACHING AND LEARNING FRENCH, SIGNED AT KIGALI, RWANDA, ON 18 FEBRUARY 2022</p>	<p>ANNEXE À LA LOI N° 013/2022 DU 15/04/2022 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON DE CINQ MILLIONS D'EUROS (5.000.000 EUR) POUR LE PLAN NATIONAL DE L'ENSEIGNEMENT ET L'APPRENTISSAGE DU FRANÇAIS, SIGNÉ À KIGALI, AU RWANDA, LE 18 FÉVRIER 2022</p>
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N° CONVENTION AFD CRW1059 01 R

GRANT 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 state-owned 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 M. Arthur GERMOND, in his capacity as Country Director AFD Kigali, 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 endorse and implement a National Plan for Learning and Teaching French (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 contributing to the implementation of the Project.
- (C) Pursuant to resolution n°C20210937 of the Foreign States Committee dated December 08, 2021, 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.

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 five million Euros (EUR 5 000 000).

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 IV 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 3.1 (*Drawdown request*);
 - (2) no event referred to in Clause 4 (*Postponment or Dismissal of the Drawdown Request*) is continuing or may occur;
 - (3) each representation given by the Beneficiary in relation to Clause 5 (*Representations and warranties*) is true; and
 - (4) no Co-Financier has suspended its payments in relation to the Project ;and
 - (5) 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 Education) 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 mechanisms*).

If all conditions set out in this Agreement are met, the Agency will make available funds of the requested Drawdown to the Beneficiary.

3.2 Payment mechanisms

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

3.2.1 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 hereby undertakes to waive and procure that the Account Bank waives, any right of set-off such party may have in respect of the Project Account.

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.

(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 of a hundred thousand euros (100 000 EUR) to the Project Account.

(c) Additional Advances

Additional Advances will be paid upon the Beneficiary Implementing'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 delivers to the Agency:

- (i) no later than the Deadline for Use of Funds, a certificate signed by an authorised signatory certifying that one hundred per cent (100%) of the funds of both the penultimate Advance and the final Advance have been used for the Eligible Expenses 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 the Office of Auditor General or an independent auditor 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 may be applied against the funds of the Grant. The Beneficiary shall ensure that the auditing firm verifies that all Advances made under the Grant and paid into the Project Account have been used in accordance with the terms and conditions of this Agreement.

Notwithstanding the above, the Borrower agrees that the Lender reserves the right to require that complementary audits be carried out by its representatives or an independent and reputable private firm, at the discretion of the Lender. These external private audits will be appointed by the Lender and the costs covered by the Lender

(f) 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 Central bank of the country of the relevant currency *or* exchange rate for the applicable currency on the payment date of the relevant invoice.

(g) Deadline for Use of Funds

The Beneficiary agrees that all funds disbursed in the form of an Advance will be used in full to finance the Eligible Expenses by the Deadline for Use of Funds.

(h) 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 the Office of Auditor General or an independent and reputable auditor, appointed by the Beneficiary subject to the Agency's no-objection on the terms of reference of the audit mission. All audit costs may be applied against the funds of the Grant. The auditing team shall verify that all Advances paid into the Project Account have been used in accordance with the terms of this Agreement.

Notwithstanding the above, the Borrower agrees that the Lender reserves the right to require that complementary audits be carried out by its representatives or an independent and reputable private firm, at the discretion of the Lender. These external private audits will be appointed by the Lender and the costs covered by the Lender.

Audit reports shall be made available no later than six (6) 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.

(i) 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.

(j) Retention of documents

The Beneficiary undertakes to 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.

3.2.2 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 their 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
- 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 the Financing Documents or its other material obligations under any Project Documents or required in the ordinary course of the Project is not obtained within the required timeframe or is cancelled or becomes invalid or otherwise ceases to be in full force and effect.

(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) Change in status of the Beneficiary

The Beneficiary is subject to any of the following:

- transfer in whole or in part or partial contribution of its assets which is likely to adversely affect the Beneficiary's solvency or ability to implement the Project;

- merger, demerger, winding-up or dissolution, substantial change in or termination of business activities; and
- resolution of the Beneficiary's competent body passed, judicial proceedings commenced or any other analogous step or procedure taken regarding the suspension of payments, a moratorium with any creditors or the liquidation, dissolution, administration, reorganisation or the restructuring of the Beneficiary or any similar procedure or arrangement.

(j) Intervention by an Authority

An Authority:

- decides to close, seize or expropriate all or part of the Project facilities or one or several of the Beneficiary's assets which are required to continue its activities; or
- takes possession or control of all or part of the Project's facilities or any of the Beneficiary's assets which are required to continue its activities; or
- takes any measure with a view to the liquidation, winding-up, administration, reorganisation or restructuring of the Beneficiary; or
- takes any other measure that would prevent the Beneficiary from continuing all or part of its activities or operations.

5. REPRESENTATIONS AND WARRANTIES

All the representations and warranties set out in this Clause 5 are made by the Beneficiary for the benefit of the Agency on the Signing Date. All the representations and warranties in this Clause 5 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 the Financing Documents 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 the Financing Documents 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 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
- (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.

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
- (iv) 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 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) includes in the Insurance Policies the Agency as sole beneficiary of any insurance proceeds; and
- (v) Assigns to the Agency the benefit of the Contractor's Guarantees.

6.7 Implementation of the Project

The Beneficiary shall:

- (ii) 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)
- (iii) 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/the Grant's 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
- (vi) 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 Environnemental 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.

6.10 Project accounts

The Beneficiary opens, maintains and uses the Project Account in accordance with the terms of this Agreement.

6.11 Expertise France's Status

The Beneficiary undertakes to put the technical experts of Expertise France appointed for missions lasting more than six months, in the French cooperation agent category, in particular for taxation and customs purposes. To that effect, the Beneficiary undertakes to apply the procedure set out in the cooperation agreement entered into with France and/or the required local procedure, as the case may be, to grant such status to the technical experts of Expertise France prior to the beginning of their Services.

6.12 Preservation of Project

The Beneficiary shall

- (a) 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) 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;

6.13 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.

6.14 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.

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

6.15 Visibility and Communication

The Beneficiary shall implement visibility and communication actions related to the implementation of the Project in accordance with the terms of the Visibility and Communication Guide, and acknowledges having fully read and understood the aforementioned guide.

According to the Visibility and Communication Guide, the Project is subject to communication and visibility obligations of LEVEL 1.

6.16 Specific Undertakings

The Beneficiary undertakes to:

- (i) provide the expert performing the Services, with free access to the relevant premises so that such experts carry out the Services properly; and
- (ii) make available enough financial means and human resources to all the entities involved in the Project (as described in *(Schedule 2 -Project Description)*), so that these entities may have all necessary means to operate accurately and properly.
- (iii) inform and consult the local education group on the implementation of the National Plan, in particular during the joint sector review
- (iv) ensure the provision of domestic funding to cover the salaries of French teachers and trainers as defined in the ESSP

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:

- (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 (Form of Follow-up report of the Project' 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 (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,

7.3 Financial and statutory information

The Beneficiary shall:

- (i) provide the Agency with its annual financial or budgetary documents after their approval as well as any details that the Agency may reasonably require in relation to its financial position;
- (ii) send to the Agency, upon its request, the Beneficiary's minutes of meetings, resolutions and reports of its corporate organs together with its annual audited financial statements or any report in relation to the audit of its financial statements, as the case may be.

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.

The Agency may request that any communication 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 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.

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

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.

9.9 Statute of Limitations

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

9.10 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 it shall be not entitled to make any claim under article 1195 of the French Code civil.

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 NDAGIJIMANA, Minister

For the Agency:

Agence Française de Développement

Address: PCD Towers, KN 67 Street 2, Kigali, Rwanda, PO Box 3845

Telephone: +250 791 568 774

Attention: Country 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;
 - (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 (ii) of Clause 3.2.1(e) (Justification for Use of Advances).

Notwithstanding the above, the requirements of Clause 3.2.1 (j) (Retention of documents), clause 6.13 (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; the provisions of Clause 6.9.2 (Environmental and social (ES) complaints management) shall continue to have effect whilst any complaint lodged under the ES Complaints-Management Mechanism's Rules of Procedures is still being processed or monitored.

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 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, in Kigali, on February 18th, 2022.

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: Arthur Germond

Capacity: Country Director

Co-signatory: Antoine Anfré, Ambassadeur de France au 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> <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.
Advance(s)	has the meaning given to this term in Clause 3.2 (<i>Payment mechanisms</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> <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.
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.
Contractor(s)	means third party contractor(s) appointed by the Beneficiary to implemente 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 guarantee or the advance payment guarantee.
Deadline for Drawdown	means 31/12/2025, date after which no further Drawdown may occur.
Deadline for Use of Funds	means the expiration date of a six (6) 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 0 (Drawdown of Funds).
Eligible Expense(s)	means the expense(s) relating to the fundings 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.
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.
Expertise France	means l'Agence Française d'Expertise Technique Internationale, incorporated on January 1 st , 2015 under French law as an industrial and commercial public entity.
Final Audit Report	has the meaning given to this term in Clause 3.2.1 (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 "catégories désignées d'infractions" (http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommendations_GAFL.pdf)); <ul style="list-style-type: none"> – 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 is required to subscribe and maintain in connection with the implementation of the Project, in a form acceptable to the Agency.
Material Adverse Effect	means a material adverse effect on: <ul style="list-style-type: none"> – 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.
Office of 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.
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 3.2.1 (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 Final 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, 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.
Service(s)	means the studies and/or technical assistance as described in Schedule 2 - (<i>Project Description</i>).
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 30 th June 2026.
Visibility and Communication Guide	means all contractual provisions binding on the Beneficiary relating to the communication and visibility of projects financed supported by AFD - Level 1 "or" Communication guide by AFD and contained in the document entitled "Visibility guide for projects for projects supported by AFD - Level 2 "as the case may be, a copy of which has been given to the Beneficiary before the signing.
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 country's current political and economic issues – strategic opening to increased interaction with francophone nations, reviving the partnership between France and Rwanda – are reorienting the country's language policy. This new orientation was reinforced with the decision by the October 2018 Council of Ministers which called for French to be more widely used across all sectors (education, training and business), at the end of which the authorities placed francophonie and multilingualism at the core of the education policy.

The National Plan for the Teaching and Learning of French in Rwanda marks this change. It is part of a larger project called "Diagnostic assessment of the place of French in Rwanda and support for the creation of a national plan for the teaching of French" and is based on conclusions drawn from a situation analysis which was the first part of this project. It is also part of a partnership created between the OIF and the Government of Rwanda for the French teachers' mobility programme and relies on the creation of a national plan for French language classes and instruction in French. It is being developed while the Agence Française de Développement (AFD) is developing a programme the key interventions of which are presented as part of this Plan. This Plan for the teaching and learning of French covers the three levels of education, namely i) basic general education, ii) higher education (excluding technical and vocational education and training, or TVET), and iii) TVET (secondary and higher). It covers a period of four years (2021-2025) and must support Rwanda's short and medium term aspirations for transformation from an agrarian-based, low-income economy to a middle-income economy (2035), then to a high-income, knowledge- and service-based economy ("Vision 2050").

As part of this development strategy, the country aims to become a top destination for business tourism, a regional hub for conferences and, thus, a linguistic hub. The country aims to train multilingual citizens with qualifications, sufficient and appropriate skills to drive the continued social and economic transformation of the country

2. CONTENTS OF THE PROJECT

This Plan for the teaching and learning of French covers the three levels of education, namely i) basic general education, ii) higher education (excluding technical and vocational education and training, or TVET), and iii) TVET (secondary and higher). In this way the Plan works to improve the efficiency of the time spent studying French, meeting students' needs more directly by taking into account the learning context and the more specific and strategic opportunities for how French can help them particularly in meeting the needs of the labour market and in higher education fields of study.

The project is structured around four components:

1) Strengthening the French teachers' level of French proficiency

This axis lays out the milestones of a strategy for improving the French language proficiency of French teachers. The actions and activities included aim to address, in a short period of time (the implementation period of this Plan), the lack of qualification among the teachers. The work will include the development of a solid base of trainers who possess the tools to train teachers in FFL and French for Specific Objectives (FSO) teaching methods.

Also, to meet the relatively urgent need for improving the level of French of some of the French teachers, this body of work will include activities to improve their language level. To do this, a placement test will be used across the spectrum which will identify those with very low levels of French. This group of teachers will receive training from the pool of recently trained trainers.

The interventions will be differentiated by sub-sector, to wit the general education and professional tracks, since the education system governance structures are not the same.

In addition, taking into account the MINEDUC's priority given to the TTCs, a specific action is dedicated to the in-service training of the TTCs' French language trainers, with the main objective being the roll-out of the new curriculum at the classroom level.

In order to ensure continuity in the pedagogical support chain, this axis includes the creation of a corps of supervisors for the teaching of French as a foreign language since, for the time being, this link in the pedagogical support chain does not exist.

2) Strengthening the appeal of the French language & access to a renovated, action-oriented approach to teaching French

The planned strategies and interventions of this axis aim to create an enabling environment for the teaching and learning of French as a foreign language and to promote the teaching of French in general education.

The first effort will be focused on the development of a high-quality, innovative French language program of study. The project will also finance the development of resources and teaching materials with an emphasis on ensuring diversity of materials. It will contribute to the creation of Francophone environments in which to practice the language. The project will eventually focus on increasing the appeal of learning French by showing the impact that mastering a language can have on personal and professional development throughout communication actions.

3) Contributing to improved employability through French

The project will also lay on the groundwork for the teaching of French in higher education and TVET with a focus on the labour market integration of professionals. It aims to broaden and professionalise French language opportunities in higher education and TVET (Challenges 4 and 5). The first intervention supports the redesign of the programmes of study in science to focus on professionalisation. The second and third interventions aim to reduce the phenomenon of siloing of subjects and to open the offering in French up to a wider range of students, namely in STEM at both the university and TVET levels. The final action is for the higher levels of TVET and aims to develop a link with the employment sphere, as such a link does not exist at this time.

4) Coordinating and implementing the plan

The project will finance the coordination and monitoring of the French language development actions, with the end goal of better organising how it is taught. With the support of a technical assistant, the MINEDUC SPIU will carry out and monitor the implementation of the plan while ensuring consistency of the financing and interventions between the various stakeholders. The first action is to delve deeper into the challenges and needs of French, and languages in general, to provide input into the strategy for this work in the next Education Sector Plan. A second action is dedicated to the implementation modalities of the National Plan for the Teaching and Learning of French. A third action is for monitoring and evaluating the Plan. The project will contribute to ensuring gender equality in terms of access to the opportunity it provides: male and female teachers will benefit equitably from training opportunities. Other actions as described in Schedule 7 will be implemented with a view to contribute to Gender equality.

3. STAKEHOLDERS AND MODUS OPERANDI

MINEDUC will be responsible for the implementation of the entire plan, and each agency will be responsible for its activities. MINEDUC SPIU will ensure coordination with the various departments concerned, and deconcentrated entities. Among its main responsibilities, the MINEDUC SPIU will be

AFD's main interlocutor and will ensure the overall implementation and coordination of the Plan and the monitoring and evaluation of project indicators.

The project procedures, relating to circulation, programming and reporting, management and disbursements, will be described in the project procedure manual. AFD's directives will be applied in complementarity with national procurement procedures.

The other SPIUs must provide the necessary elements for monitoring the activities financed by the project, ensure the effective implementation of the activities of the Plan, and provide the necessary data for the monitoring and evaluation mechanisms of the project.

The project will be implemented accordingly to a provisional financing plan, which will be subject to regular adjustment. The programming and reporting documents, consolidated by the SPIU of MINEDUC, as well as the calls for tenders will be submitted to AFD non objection. The project will start with an inception phase of 6 months, during which the activities of the plan will be refined and the feasibility of their implementation challenged, with regard to the latest changes in educational policy. This period will give rise to an inception report, which will detail the activities financed by AFD as well as those supported by other TFPs.

A steering committee made up of representatives of the Planning Department, REB, RP, RTB, HEC, PTFs (AFD, OIF, and French Embassy) will be set up and will oversee the Plan. It will meet on the sidelines of the sectorial working group, to ensure gradual integration into the preparatory work for the next sectorial plan, within the framework of the ESSP.

As part of a start-up phase, the technical expert may in particular provide support for the preparation of the following documents: (i) a multi-year action plan, (ii) a multi-year budget, (iii) a procurement plan, (iv) a project procedures manual and (v) a monitoring-evaluation framework linked to the project logical framework. The validation of all of these documents by AFD will be a prerequisite for the effective implementation of the project. Finally, annual expenditure audits will be carried out by the Auditor General of Rwanda, on the basis of validated ToRs.

4. COST AND FINANCING

The Project will be financed by the Agency with a 6 M€ grant in total :

- As stipulated in Clause 2.1 of the Agreement, 5M euros will be granted directly to the Beneficiary under terms and conditions of this Agreement
- 1M€ are dedicated to the technical assistance which will be entrusted to Expertise France and managed under AFD direct project management in compliance with specific rules and regulations governing cooperations between Expertise France and AFD

5. MAIN EXPECTED IMPACTS

The project will:

- contribute to the training of more than 1000 teachers and develop a cohort of 416 trainers;
- develop and distribute teaching material and pedagogical resources at all level of the educative continuum;
- create a network of experimental schools that us renovated language teaching approach;
- support the creation of Francophone literacy environment and raise awareness in favour of French
- strengthen schemes to promote professional integration and employability throug french;
- structure a multi-stakeholder institutional framework that will facilitate the reinforcement of French learning and teaching in Rwanda;

The activities implemented will meet the needs of a diverse audience: schools students (primary and secondary schools), IPRC, TVET and university's students, teachers, trainers and professional branches (tourism). It will contribute to raise the quality of teaching in Rwandan educative system, bringing new methodologies, and be beneficial to the global plurilingual strategy of Rwandan government.

Schedule 3 - Financing Plan**PART I – INDICATIVE FINANCING PLAN**

Estimated project costs	Montant en millions d'euros	%
Component 1 : contribution to the implementation of the Plan for Teaching and Learning French	5	80
Component 2 : Technical Assistance	1	20
Total	6	

Planned financig plan	Montant en millions d'euros	%
AFD	6	60%
Co-funders		
- Rwanda	2,4	25%
- SCAC	0,5	5%
- autres (gap)	1	10%
Self-financing		
Reste à financer		
Total	10	100%

PART II - ELIGIBLE EXPENSES

Expenses eligible under AFD funding will be described in the annual workplan.

It could include:

- Expertise, workshop, training costs
- Mission and travels according to AFD's rules
- Equipment, training and pedagogical materials
- Banking fees if necessary
- Communication costs

PART III - NON-ELIGIBLE EXPENSES

Funds of the Grant will not finance:

- Running costs of MINEDUC educative institutions: schools, TVET, IPRC, universities (electricity, water, equipment maintenance, etc.)
- Regular payment of teachers' salaries and any salary of public servant
- Any tax relating to the Project

These expenses will be covered by the Republic of Rwanda.

PART IV – INDICATIVE DISBURSEMENTS PLAN

2021	2022	2023	2021-2023
0,5 M€	2,5 M€	2 M€	5 M€

Schedule 4 - Conditions Precedent

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

Decisions required pursuant to the legislation of the jurisdiction of the Beneficiary approving the terms of this Agreement and its execution and 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) Evidence of any filing or registration, submission or publication requirements of this Agreement and payment of any stamp duty, registration fees or similar duties in connection with this Agreement, as applicable;
- 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 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 confirmation of formal endorsement of the National Plan for teaching and learning French by the MINEDUC and the budget of the Plan
- 8) A provisional forecast of expenditure for the amount of the first Advance

PART III - CONDITIONS PRECEDENT TO THE SECOND DRAWDOWN

- 1) A provisional forecast of expenditure for the duration of the Project having received the Agency's no-objection.
- 2) A Procurement Plan, as defined in the Procurement Guidelines, having received the Agency's no-objection
- 3) The Operating Manual of the Project having received the Agency's no-objection
- 4) The recruitment of additional staff of the SPIU as planed in the Project;

PART IV - CONDITIONS PRECEDENT FOR ALL OTHER DRAWDOWNS

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 V - 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;

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

Indicator	Calculation and source	Values as of 1
To be determined	to be determined	to be determined

The project indicators will be determined at the beginning of the project on the basis of the provisional project logical framework below:

RESULTS		INDICATORS
CONTRIBUTE TO REVITALISING FRENCH IN THE RWANDAN EDUCATION SYSTEM		
French is taught according to FFL principles		A pool of resources and tools for FFL teaching are inventoried, centralised and available. All of the training offered is part of a capacity-building plan.
The actions and results of the Plan have contributed to the French language strategy of the next Sector Plan.		A mechanism for capitalisation is operational and approved. A strategy for the teaching of French is defined and approved for the next sector plan.
STRATEGIC AXIS 1 : STRENGTHEN THE FRENCH TEACHERS' LEVEL OF PROFICIENCY FOR TEACHING FRENCH		
Action 1.1	In-service training for primary and secondary education French teachers	
Result 1.1.1	The level of proficiency for all French teachers is ascertained.	Number of teachers having taken the placement test
Result 1.1.2	A group of trainers for FFL teaching in general education is set up in a network.	Number of trainers newly trained Establishment of a structured network around a community of practice
Result 1.1.3	The weakest general education teachers receive language proficiency support.	Number of teachers having received language proficiency support
Action 1.2	In-service training for TTC French trainers	
Result 1.2.1	The TTC trainers are trained in FFL methods.	Number of TTC trainers trained on FFL teaching methods
Action 1.3	Strengthen the pedagogical support chain	
Result 1.3.1	A core group of FFL supervisors is formed.	Professional standards are approved. Number of supervisors trained on pedagogical inspection
Action 1.4	Strengthen the skills of secondary and higher education level TVET French teachers	
Result 1.4.1	The language proficiency level of TVET teachers is assessed.	Number of teachers having taken the placement test
Result 1.4.2	A core group of FFL/FSO teaching methods trainers in TVET is set up.	Number of trainers newly trained A network built around a community of practice is established.
Result 1.4.3	The weakest teachers receive language training.	Number of teachers having received language proficiency support
Action 1.5	Redesign the pre-service training for secondary school French teachers and TTC trainers	

Result 1.5.1	Pre-service training for secondary teachers and TTC trainers is revised.	The Education/Languages programmes are revised and approved. A system for conducting action research is established in the CE.
STRATEGIC AXIS 2: STRENGTHEN THE APPEAL OF THE FRENCH LANGUAGE & ACCESS TO A RENOVATED, ACTION-ORIENTED APPROACH TO TEACHING FRENCH		
Action 2.1	Establish a network of experimental schools offering a renovated approach to teaching French	
Result 2.1.1	Rwanda has a network of experimental schools offering a renovated approach to teaching French.	Number of pilot schools identified Specifications for participating schools are developed and approved.
Action 2.2	Develop and distribute teaching materials and pedagogical resources adapted to the teaching of FFL	
Result 2.2.1	New pedagogical resources and teaching methods are developed and made available to teachers.	A French section is created for the REB, RTB and RP e-learning platforms. The REB platform includes new resources in the form of radio series or video clips. Student/teacher ratio for TTC "Made in Rwanda" booklets
Result 2.2.2	Francophone literacy spaces are created at the school level.	Number of schools with resource centres Number of schools offering extra-curricular activities
Action 2.3	Support the creation of francophone literacy environments	
Result 2.3.1	Physical spaces for reading and documentation are created.	
Result 2.3.2	Support to the implementation of extracurricular activities	
Action 2.4	Launch Awareness campaigns on French	
Result 2.4.1	Awareness campaigns for the promotion of French are undertaken.	Number of promotional events organised Number of communication campaigns undertaken
STRATEGIC AXIS 3 : ENHANCE EMPLOYABILITY THROUGH FRENCH		
Action 3.1	Professionalise the human, social and economic sciences programmes of study	
Result 3.1.1	The human, social and economic sciences programmes of study are professionalised.	The number of dual specialisation diplomas Course outlines are revised in their entirety and approved.
Action 3.2	Open French to new professional opportunities at the university level	
Result 3.2.1	The University of Rwanda language centre is strengthened and offers French courses to students from all programmes.	The CLE course outlines are revised and approved. Number of students taking French in the CLE. Number of STEM students taking French
Action 3.3	Strengthen and expand the role of French in TVET	
Result 3.3.1	A language centre is created in an IPRC.	Number of students coming to the language centre Number of tourism students coming to the language centre
Action 3.4	Develop relationships in professional contexts	

Result 3.4.1	Professionals come to the IPRC language centre.	Number of persons from the professional employment sphere coming to the language centre
Result 3.4.2	The language centre offers services to labour market actors.	A selection of services for professionals from two priority sectors is identified, developed and approved. Number of services performed
STRATEGIC AXIS 4: COORDINATE AND IMPLEMENT THE PLAN		
Action 4.1	Data collection on the teaching of French	
Result 4.1.1	A bank of data on the teaching of French and the needs for French is available.	A study is conducted on the need for French in the labour market. New monitoring indicators for language instruction are identified and integrated into the system governance function.
Action 4.2	Implementation modalities for the Plan	
Result 4.2.1	The Plan includes the roles and responsibilities for the coordination and implementation of the Plan.	Stakeholders take ownership of the Plan and participate in meetings. Technical assistance is recruited to support the MINEDUC in the coordination of activities.
Action 4.3	Monitoring and Evaluation	
Result 4.3.1	The plan includes a monitoring and evaluation mechanism.	An inception report is produced six months after the launching of the Plan. Semi-annual and annual technical and financial reports are produced.

***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 ".

Schedule 7 - Gender Action Plan

The Beneficiary undertakes to implement the following actions and to report on them in the semi-annual report :

ACTION	ACTIVITIES	RESPONSIBLE	TIMEFRAME	MEAN VERIFICATION	of
STRATEGIC AXIS 1 : STRENGTHEN THE FRENCH TEACHERS' LEVEL OF FRENCH PROFICIENCY					
Action 1.1 In-service training for primary and general secondary level French teachers	All produced and translated training support will be reviewed to include a Gender lense and avoid Gender stereotypes	Gender Focal Points from REB, RP RTB	All along the project implementation	Terms of Reference for the activity	Annual report
Action 1.2 In-service training of TTC French trainers	Training and other pedagogical resources will include sensitization messages on Gender equality, and Sexual and reproductive services and rights	Gender Focal Points from REB, RP RTB	All along the project implementation	Terms of Reference for the activity	Annual report
Action 1.3 Strengthen the pedagogical support chain	Gender sensitive Teacher training pack is translated into French	REB, RTB, RP	First year of project	Final product	
Action 1.4 Strengthen the skills of secondary and higher education level TVET French teachers	Gender sensitive Teacher training pack is used in all teachers and trainers training	REB, RTB, RP	First year of project implementation and throughout the project	Terms of Reference for the activity	Annual report
Action 1.5 Redesign of the pre-service training for secondary school French teachers and					
STRATEGIC AXIS 2 : STRENGTHEN THE APPEAL OF THE FRENCH LANGUAGE & ACCESS TO A RENOVATED, ACTION-ORIENTED APPROACH TO TEACHING FRENCH					
Action 2.2 Develop and distribute learning and teaching materials adapted to the teaching of French as a foreign language	Pedagogical resources translated or created will include sensitization messages on Gender equality, and Sexual and reproductive services and rights	Gender Focal Points from REB, RP RTB	All along the project implementation	Terms of Reference for the activity	Annual report
Action 2.4 Conduct awareness campaigns about the French language	Communication actions to enhance the role of French in academic and professional paths will showcase male and	REB, RTB, RP, UR	All along the project implementation	Terms of Reference for the activity	Annual report

	female role models, with a view to encourage girls's access to upper levels of education.				
STRATEGIC AXIS 4 : COORDINATE AND IMPLEMENT THE PLAN					
4.3 Monitoring and Evaluation of the Plan	The logframe and indicators used for the monitoring and evaluation of the project will systematically include gender disaggregated data.	MINEDUC / SPIU with inputs from all entities	All along the project implementation Baselines to be established during the inception phase	Annual Indicators report	

Schedule 8 - Transaction information notice

OBJECTIVES

The country's current political and economic issues – strategic opening to increased interaction with francophone nations, reviving the partnership between France and Rwanda – are reorienting the country's language policy. This new orientation was reinforced with the decision by the October 2018 Council of Ministers which called for French to be more widely used across all sectors (education, training and business), at the end of which the authorities placed francophonie and multilingualism at the core of the education policy.

The National Plan for the Teaching and Learning of French in Rwanda marks this change. It is part of a larger project called "Diagnostic assessment of the place of French in Rwanda and support for the creation of a national plan for the teaching of French" and is based on conclusions drawn from a situation analysis which was the first part of this project. It is also part of a partnership created between the OIF and the Government of Rwanda for the French teachers' mobility programme and relies on the creation of a national plan for French language classes and instruction in French. It is being developed while the Agence Française de Développement (AFD) is developing a programme the key interventions of which are presented as part of this Plan.

This Plan for the teaching and learning of French covers the three levels of education, namely i) basic general education, ii) higher education (excluding technical and vocational education and training, or TVET), and iii) TVET (secondary and higher). It covers a period of four years (2021-2025) and must support Rwanda's short and medium term aspirations for transformation from an agrarian-based, low-income economy to a middle-income economy (2035), then to a high-income, knowledge- and service-based economy ("Vision 2050").

As part of this development strategy, the country aims to become a top destination for business tourism, a regional hub for conferences and, thus, a linguistic hub. The country aims to train multilingual citizens with qualifications, sufficient and appropriate skills to drive the continued social and economic transformation of the country

CONTENTS OF THE PROJECT

This Plan for the teaching and learning of French covers the three levels of education, namely i) basic general education, ii) higher education (excluding technical and vocational education and training, or TVET), and iii) TVET (secondary and higher).

In this way the Plan works to improve the efficiency of the time spent studying French, meeting students' needs more directly by taking into account the learning context and the more specific and strategic opportunities for how French can help them particularly in meeting the needs of the labour market and in higher education fields of study.

The Plan is structured around four components:

- 5) Strengthening the French teachers' level of French proficiency;
- 6) Strengthening the appeal of the French language & access to a renovated, action-oriented approach to teaching French
- 7) Contributing to improved employability through French
- 8) Coordinating and implementing the plan

The project will finance the coordination and monitoring of the French language development actions, with the end goal of better organising how it is taught. With the support of a technical assistant, the MINEDUC SPIU will carry out and monitor the implementation of the plan while ensuring consistency of the financing and interventions between the various stakeholders.

STAKEHOLDERS AND MODUS OPERANDI

MINEDUC will be responsible for the implementation of the entire plan, and each agency will be responsible for its activities. MINEDUC SPIU will ensure coordination with the various departments concerned, and deconcentrated entities.

A steering committee made up of representatives of the Planning Department, REB, RP, RTB, HEC, PTFs (AFD, OIF, and French Embassy) will be set up and will oversee the Plan. It will meet on the sidelines of the sectorial working group, to ensure gradual integration into the preparatory work for the next sectorial plan, within the framework of the ESSP.

COST AND FINANCING

The project will be funded by a 6 M€ grant. 1M€ will be devoted to the technical assistance which will be entrusted to Expertise France and managed under AFD direct project management.

MAIN EXPECTED IMPACTS

The project will:

- contribute to the training of more than 1000 teachers and develop a cohort of 416 trainers;
- develop and distribute teaching material and pedagogical resources at all level of the educative continuum;
- create a network of experimental schools that us renovated language teaching approach;
- support the creation of Francophone literacy environment and raise awareness in favour of French
- strengthen schemes to promote professional integration and employability through french;
- structure a multi-stakeholder institutional framework that will facilitate the reinforcement of French learning and teaching in Rwanda;

The activities implemented will meet the needs of a diverse audience: schools students (primary and secondary schools), IPRC, TVET and university's students, teachers, trainers and professional branches (tourism). It will contribute to raise the quality of teaching in Rwandan educative system, bringing new methodologies, and be beneficial to the global plurilingual strategy of Rwandan government.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 013/2022 ryo ku wa 15/04/2022 ryemera kwemeza burundu Amasezerano y'impano hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'impano ingana na miliyoni eshanu z'Amayero (5.000.000 EUR) igenewe gahunda y'Igihugu yo kwigisha no kwiga ururimi rw'Igifaransa, yashyiriweho umukono i Kigali mu Rwanda, ku wa 18 Gashyantare 2022</p>	<p>Seen to be annexed to Law n° 013/2022 of 15/04/2022 approving the ratification of the Grant Financing Agreement between the Agence Française de Développement and the Republic of Rwanda, relating to the grant of five million Euros (EUR 5,000,000) for the National Plan for Teaching and Learning French, signed at Kigali, Rwanda, on 18 February 2022</p>	<p>Vu pour être annexé à la Loi n° 013/2022 du 15/04/2022 approuvant la ratification de l'Accord de don entre l'Agence Française de Développement et la République du Rwanda, relatif au don de cinq millions d'Euros (5.000.000 EUR) pour le plan national de l'enseignement et l'apprentissage du français, signé à Kigali, au Rwanda, le 18 février 2022</p>
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Kigali, 16/05/2022

(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)

Dr UGIRASHEBUJA Emmanuel

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° 035/01 RYO KU WA 16/05/2022 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI Y'UBUSHINWA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MIRONGO ICYENDA N'UMUNANI N'IBIHUMBI MAGANA ANE NA MIRONGO ICYENDA N'UMUNANI Z'AMAYUWANI (198.498.000,00 ¥) IGENEWE UMUSHINGA W'U RWANDA W'IKORANABUHANGA MU BUREZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 22 GASHYANTARE 2022</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° 035/01 OF 16/05/2022 RATIFYING THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF CHINA, RELATING TO THE LOAN OF ONE HUNDRED AND NINETY-EIGHT MILLION FOUR HUNDRED AND NINETY-EIGHT THOUSAND YUAN (¥ 198,498,000.00) FOR RWANDA SMART EDUCATION PROJECT, SIGNED AT KIGALI, RWANDA, ON 22 FEBRUARY 2022</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° 035/01 DU 16/05/2022 RATIFIANT L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CHINE, RELATIF AU PRÊT DE CENT QUATRE-VINGT-DIX-HUIT MILLIONS QUATRE CENT QUATRE-VINGT-DIX-HUIT MILLE YUAN (198.498.000,00 ¥) POUR LE PROJET D'ÉDUCATION INTELLIGENTE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 22 FÉVRIER 2022</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° 035/01 RYO KU WA 16/05/2022 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI Y'UBUSHINWA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MIRONGO ICYENDA N'UMUNANI N'IBIHUMBI MAGANA ANE NA MIRONGO ICYENDA N'UMUNANI Z'AMAYUWANI (198.498.000,00 ¥) IGENEWE UMUSHINGA W'U RWANDA W'IKORANABUHANGA MU BUREZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 22 GASHYANTARE 2022</p> <p>Twebwe, KAGAME Paul, Perezida wa Repbulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repbulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168, n'iya 176;</p>	<p>PRESIDENTIAL ORDER N° 035/01 OF 16/05/2022 RATIFYING THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF CHINA, RELATING TO THE LOAN OF ONE HUNDRED AND NINETY-EIGHT MILLION FOUR HUNDRED AND NINETY-EIGHT THOUSAND YUAN (¥ 198,498,000.00) FOR RWANDA SMART EDUCATION PROJECT, SIGNED AT KIGALI, RWANDA, ON 22 FEBRUARY 2022</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° 035/01 DU 16/05/2022 RATIFIANT L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CHINE, RELATIF AU PRÊT DE CENT QUATRE-VINGT-DIX-HUIT MILLIONS QUATRE CENT QUATRE-VINGT-DIX-HUIT MILLE YUAN (198.498.000,00 ¥) POUR LE PROJET D'ÉDUCATION INTELLIGENTE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 22 FÉVRIER 2022</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° 012/2022 ryo ku wa 15/04/2022 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo cyenda n'umunani n'ibihumbi magana ane na mirongo cyenda n'umunani z'Amayuwani (198.498.000,00 ¥) agenewe umushinga w'u Rwanda w'ikoranabuhanga mu burezi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 22 Gashyantare 2022;</p>	<p>Pursuant to Law n° 012/2022 of 15/04/2022 approving the ratification of the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of One Hundred and Ninety-Eight Million Four Hundred and Ninety-Eight Thousand Yuan (¥ 198,498,000.00) for Rwanda Smart Education Project, signed at Kigali, Rwanda, on 22 February 2022;</p>	<p>Vu la Loi n° 012/2022 du 15/04/2022 approuvant la ratification de l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Import-export de Chine, relatif au prêt de cent quatre-vingt-dix-huit millions quatre cent quatre-vingt-dix-huit mille Yuan (198.498.000,00 ¥) pour le projet d'éducation intelligente du Rwanda, signé à Kigali, au Rwanda, le 22 février 2022 ;</p>
<p>Tumaze kubona Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo icyenda n'umunani n'ibihumbi magana ane na mirongo icyenda n'umunani z'Amayuwani (198.498.000,00 ¥) igenewe umushinga w'u Rwanda w'ikoranabuhanga mu burezi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 22 Gashyantare 2022;</p>	<p>Considering the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of One Hundred and Ninety-Eight Million Four Hundred and Ninety-Eight Thousand Yuan (¥ 198,498,000.00) for Rwanda Smart Education Project, signed at Kigali, Rwanda, on 22 February 2022;</p>	<p>Considérant l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Import-export de Chine, relatif au prêt de cent quatre-vingt-dix-huit millions quatre cent quatre-vingt-dix-huit mille Yuan (198.498.000,00 ¥) pour le projet d'éducation intelligente du Rwanda, signé à Kigali, au Rwanda, le 22 février 2022 ;</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 y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo icyenda n'umunani n'ibihumbi magana ane na mirongo icyenda n'umunani z'Amayuwani (198.498.000,00 ¥) igenewe umushinga w'u Rwanda w'ikoranabuhanga mu burezi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 22 Gashyantare 2022, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, na Minisitiri w'Uburezi bashinzwe gushyira mu bikorwa iri teka.</p>	<p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of One Hundred and Ninety-Eight Million Four Hundred and Ninety-Eight Thousand Yuan (¥ 198,498,000.00) for Rwanda Smart Education Project, signed at Kigali, Rwanda, on 22 February 2022, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation, and the Minister of Education</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 prêt entre le Gouvernement de la République du Rwanda et la Banque d'Import-export de Chine, relatif au prêt de cent quatre-vingt-dix-huit millions quatre cent quatre-vingt-dix-huit mille Yuan (198.498.000,00 ¥) pour le projet d'éducation intelligente du Rwanda, signé à Kigali, au Rwanda, le 22 février 2022, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2 : Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale, et le Ministre de l'Éducation sont chargés de l'exécution du présent arrêté.</p>
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<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>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 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, 16/05/2022

(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)

Dr UGIRASHEBUJA Emmanuel
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° 035/01 RYO KU WA 16/05/2022 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI Y'UBUSHINWA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MIRONGO ICYENDA N'UMUNANI N'IBIHUMBI MAGANA ANE NA MIRONGO ICYENDA N'UMUNANI Z'AMAYUWANI (198.498.000,00 ¥) IGENEWE UMUSHINGA W'U RWANDA W'IKORANABUHANGA MU BUREZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 22 GASHYANTARE 2022</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 035/01 OF 16/05/2022 RATIFYING THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF CHINA, RELATING TO THE LOAN OF ONE HUNDRED AND NINETY-EIGHT MILLION FOUR HUNDRED AND NINETY-EIGHT THOUSAND YUAN (¥ 198,498,000.00) FOR RWANDA SMART EDUCATION PROJECT, SIGNED AT KIGALI, RWANDA, ON 22 FEBRUARY 2022</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 035/01 DU 16/05/2022 RATIFIANT L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CHINE, RELATIF AU PRÊT DE CENT QUATRE-VINGT-DIX-HUIT MILLIONS QUATRE CENT QUATRE-VINGT-DIX-HUIT MILLE YUAN (198.498.000,00 ¥) POUR LE PROJET D'ÉDUCATION INTELLIGENTE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 22 FÉVRIER 2022</p>
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NO. (CHINA EXIMBANK GCL NO. 2021 (46) TOTAL NO. (746))

**GOVERNMENT CONCESSIONAL LOAN
AGREEMENT**

On Rwanda Smart Education Project

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF RWANDA
REPRESENTED BY THE MINISTRY OF FINANCE AND
ECONOMIC PLANNING OF RWANDA**

as Borrower

AND

THE EXPORT-IMPORT BANK OF CHINA

as Lender

DATED 22 Feb, 2022

CHINA EXIMBANK GCL NO. 2021 (46) TOTAL NO. (746)

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CHINA EXIMBANK GCL NO. 2021 (46) TOTAL NO. (746)

THIS GOVERNMENT CONCESSIONAL LOAN AGREEMENT
(the "Agreement") is made on the day of 22 Feb, 2022 (date)

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA represented by THE
MINISTRY OF FINANCE AND ECONOMIC PLANNING OF RWANDA
(hereinafter referred to as the "**Borrower**"), having its office at P.O.BOX 158, Kigali:

AND

THE EXPORT-IMPORT BANK OF CHINA (hereinafter referred to as the
"**Lender**"), having its registered office at No. 30, Fuxingmennei Street, Xicheng
District, Beijing 100031, China.

WHEREAS:

(A) On December 16, 2021, the Government of the People's Republic of China and the Government of the Republic of Rwanda entered into The Framework Agreement between the Government of the People's Republic of China and the Government of the Republic of Rwanda on Provision of Government Interest-Subsidized Concessional Loans by China to Rwanda (hereinafter referred to as the "**Borrower's Country**") (hereinafter referred to as the "**Framework Agreement**").

(B) The Borrower has requested that the Lender make available a loan facility of up to United States Dollars Thirty Million only (\$30,000,000.00) to the Borrower for the financing needs under the Commercial Contract (as defined in Article 1), and;

(C) The Ministry of Education of Rwanda (hereinafter referred to as the "**End-User**") and Huawei Technologies Co., Ltd. (hereinafter referred to as the "**Chinese Supplier**") have entered into on November 11, 2020 the contract for Rwanda Smart Education Project with the contract number 0Y06462000000E and on August 16, 2021 the Amendment Contract No. 1 (hereinafter together referred to as the

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“Commercial Contract”) for the purpose of the implementation of the Project (as defined in Article 1).

NOW THEREFORE, the Borrower and the Lender hereby agree as follows:

ARTICLE 1 DEFINITIONS

Where used in this Agreement, unless the context otherwise requires, the following terms have the following meanings:

- 1.1 “**Account Bank of the Lender**” means the Export-Import Bank of China.
- 1.2 “**Affiliates**” means, in relation to any person Controlling or Controlled by, or jointly Controlling or Controlled by, a third party with such person with respect to equity interests, funds, operations, sales and distributions or in any other aspects;
- 1.3 “**Agreement**” means this government concessional loan agreement and its appendices and any amendment to such agreement and its appendices from time to time upon the written consent of the parties.
- 1.4 “**Availability Period**” means the period commencing on the date on which this Agreement becomes effective and ending on the date falling Seventy-Eight (78) months thereafter, during which time all the disbursements shall be made in accordance with the stipulations of this Agreement.
- 1.5 “**Banking Day**” means a day on which banks are open for ordinary banking business in Beijing, including Saturdays and Sundays on which banks are open for business as required by the provisional regulations of China, but excluding the legal festivals and holidays of China and Saturdays and Sundays falling out of the aforesaid regulations.



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- 1.6 **"China"** means the People's Republic of China.
- 1.7 **"Commitment Fee"** means the fees calculated and paid in accordance with Article 2.2 and Article 2.7
- 1.8 **"Commercial Contract"** means, the contract for Rwanda Smart Education Project with the contract number 0Y06462000000E dated November 11, 2020 and the Amendment Contract No 1 dated August 16, 2021 for the purpose of the implementation of the Project entered by and between the Ministry of Education of Rwanda and Huawei Technologies Co., Ltd. with the total amount of United States Dollars Thirty Million only (\$30,000,000.00).
- 1.9 **"Disbursement"** means the advance of the Facility made in accordance with Article 3 of this Agreement
- 1.10 **"Control"** means, in relation to any person, having voting rights or material impacts over the management and decision-making of such person's operation, finance and other matters directly or indirectly.
- 1.11 **"End-User"** means the Ministry of Education of Rwanda, which ultimately utilizes the Facility.
- 1.12 **"Event of Default"** means any event or circumstance specified as such in Article 7
- 1.13 **"Facility"** has the meaning set forth in Article 2.1.
- 1.14 **"Final Repayment Date"** means the date on which the Maturity Period expires.
- 1.15 **"First Repayment Date"** means the first repayment date of principal and interest after the maturity of the Grace Period.



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1.16 **"Grace Period"** means the period commencing on the date on which this Agreement becomes effective and ending on the date Seventy-Eight (78) months after the date on which this Agreement becomes effective, during which period only the interest and no principal is payable by the Borrower to the Lender. The Grace Period includes the Availability Period.

1.17 **"Interest Payment Date"** means the 21st day of March and the 21st day of September in each calendar year and the Final Repayment Date;

1.18 **"Irrevocable Notice of Drawdown"** means the notice issued in the form set out in Appendix 5 attached hereto.

1.19 **"Loan"** means the aggregate principal amount disbursed and from time to time outstanding under the Facility.

1.20 **"Management Fee"** means the fees calculated and paid in accordance with Article 2.2 and Article 2.6.

1.21 **"Maturity Period"** means the period commencing on the date on which this Agreement becomes effective and ending on the date falling Two Hundred and Forty (240) months thereafter, including the Grace Period and the Repayment Period.

1.22 **"Notice of Effectiveness of Loan Agreement"** means a written notice in the form set forth in Appendix 9 attached hereto, in which the effective date of this Agreement shall be specified.

1.23 **"Project"** means the Rwanda Smart Education Project.

1.24 **"Borrower's Country"** refers to the country where the Borrower locates, i.e., the Republic of Rwanda.

1.25 **"Relevant Parties"** means the parties to the Commercial Contract, any parties relevant to the Project and the Guarantor/the Mortgagor/the Pledgor;



CHINA EXIMBANK GCL NO. 2021 (46) TOTAL NO. (746)

1.26 **“Renminbi”** means the lawful currency for the time being of the People’s Republic of China

1.27 **“Repayment Date of Principal and Interest”** means each Interest Payment Date and the Final Repayment Date

1.28 **“Repayment Period”** means the period commencing on date on which the Grace Period expires and ending on the Final Repayment Date.

1.29 **“Repayment Schedule”** means the schedule showing the dates and amounts of repayments of the Loan set forth in Appendix 10 attached hereto.

1.30 **“Sanctions”** means any of the following measures or actions enacted, promulgated, enforced, administered, implemented or interpreted from time to time by any Sanctions Authority in the form of, including but not limited to laws, regulations, administrative orders, directives, guidance or decisions:

 (a) prohibiting or restricting any person from performing any act under any legal documents;

 (b) having adverse effects on the trade, operation, business, investment, export, financing, or assets of any person in any country or region;

1.31 **“Sanctions Authority”** means any legislative institution, administration institution, government or intergovernmental organisation, transnational institution or international organisation (including any governmental institution or agency of the foregoing) administering economic or financial sanctions or trade embargoes, including but not limited to the United Nations Security Council, the US Department of the Treasury (including the Office of Foreign Assets Control, OFAC), the US Department of Commerce and any other governmental agency of the US, the European Union and the United Kingdom government.

1.32 **“Sanctions Restricted Person”** means any person that is, or is owned or Controlled (as defined herein, and in addition as such terms are interpreted in accordance with applicable Sanctions laws and regulations) by one or more persons

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CHINA EXIMBANK GCL NO. 2021 (46) TOTAL NO. (746)

that is

(a) designated by a Sanctions Authority (including on a list of sanctioned entities or on a list of sanctioned sectors) to be the target of Sanctions or the subject of Sanctions;

(b) or located or ordinarily resident in, or incorporated or organised under the laws of a country or territorial that is the target of country-wide or territory-wide Sanctions

1.33 "US Dollar" or "US\$" means the lawful currency for the time being of the United States of America.

ARTICLE 2 CONDITIONS AND UTILIZATION OF THE FACILITY

2.1 Subject to the terms and conditions of this Agreement, the Lender hereby agrees to make available to the Borrower a loan facility (hereinafter referred to as the "Facility") in an aggregate principal amount not exceeding Renminbi One Hundred and Ninety-Eight Million Four Hundred and Ninety-Eight Thousand Yuan only (¥198,498,000.00), and not exceeding the Commercial Contract amount.

All the drawdowns and repayments in connection with the Facility under this Agreement shall be recorded in Renminbi. In case drawdowns in US Dollar (or other convertible hard currencies accepted by the Lender) are requested, the amount in US Dollar shall be purchased with Renminbi in accordance with the selling rate of US Dollar (or other convertible hard currencies accepted by the Lender) to Renminbi promulgated by the Account Bank of the Lender on the date the aforesaid disbursements are made by the Lender and recorded in Renminbi. Any principal, interest and other cost due and payable by the Borrower under this Agreement may be repaid or paid in US Dollar (or other convertible currency accepted by the Lender) and recorded in Renminbi in accordance with the buying rate of US Dollar (or other convertible hard currencies accepted by the Lender) to Renminbi promulgated by the Account Bank of the Lender on the date such payments are received by the Lender. The Lender shall not bear any foreign exchange risk in the aforesaid process. The

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Borrower hereby undertakes that the amounts due and payable by the Borrower under this Agreement shall not be affected by any change in the exchange rate between Renminbi and any other currencies or the exchange rates among the currencies other than Renminbi.

2.2 The rate of interest applicable to the Loan shall be Two percent (2%) per annum. The rate applicable to the Management Fee shall be Zero Point Two Five percent (0.25%). The rate applicable to the Commitment Fee shall be Zero Point Two Five percent (0.25%) per annum.

2.3 The Maturity Period for the Facility shall be Two Hundred and Forty (240) months, among which the Grace Period shall be Seventy-Eight (78) months and the Repayment Period shall be One Hundred and Sixty-Two (162) months.

2.4 The entire proceeds of the Facility shall be applied by the Borrower for the sole purpose of the payment of the Commercial Contract amount, and not be used for payment of brokerage fees, agency fees or commission.

2.5 The goods, technologies and services purchased by using the proceeds of Facility shall be purchased from China preferentially.

2.6 The Borrower shall pay to the Lender a Management Fee on the aggregate amount of the Facility equal to Renminbi Four Hundred and Ninety-Six Thousand Two Hundred and Forty-Five Yuan (¥ 496,245.00) in one lump within thirty (30) days after this Agreement becomes effective but not later than the first Disbursement Date in any case, which amount shall be calculated at the rate set forth in Article 2.2. The Management Fee shall be paid to the account designated in Article 4.4.

2.7 During the Availability Period, the Borrower shall pay semi-annually to the Lender a Commitment Fee calculated at the rate set forth in Article 2.2 on the undrawn and uncanceled balance of the Facility. The Commitment Fee shall accrue from and including the date falling 30 days after the date on which this Agreement becomes effective and shall be calculated on the basis of the actual number of days



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elapsed and a 360 day year. The Commitment Fee shall accrue on a daily basis and be paid in arrears to the account designated in Article 4.4 on each Interest Payment Date.

ARTICLE 3 DISBURSEMENT OF THE FACILITY

3.1 The first disbursement is subject to the satisfaction of the conditions precedent set out in Appendix 1-A attached hereto (or such conditions precedent have been waived by the Lender in writing).

3.2 In relation to each disbursement after the first disbursement, besides the satisfaction of the conditions set forth in Article 3.1, such disbursement shall also be subject to the satisfaction of the conditions set out in Appendix 2 attached hereto.

3.3 Each disbursement of the last Ten percent (10%) of the Facility (either a portion of or the whole amount of the last ten percent of the Facility) is subject to the satisfaction of the conditions precedent set out in Appendix 1-B attached hereto (or such conditions precedent have been waived by the Lender in writing).

3.4 The Availability Period may be extended, provided that an application for such extension is submitted by the Borrower to the Lender thirty (30) days prior to the end of the Availability Period and such application is approved by the Lender. In any event, the Availability Period shall not exceed the Grace Period. Any portion of the Facility undrawn at the end of the Availability Period or the extension thereof shall be automatically canceled. Before the end of the Availability Period, the Borrower shall not, without the consent of the Lender, cancel all or any part of the undrawn Facility.

3.5 The Lender shall not be obliged to make any disbursement under this Agreement unless it has received all the documents set forth in Article 3.1, 3.2 or 3.3 and has determined after examination that the conditions precedent to the drawdown of the Facility by the Borrower have been satisfied. For those conditions which have not been satisfied by the Borrower, the Lender may require the remedy by the Borrower within a specified period. In the event that the Borrower fails to remedy

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within a reasonable period of time, the Lender may refuse to make the disbursement.

3.6 Forthwith upon the making by the Lender of the disbursement in accordance with the Irrevocable Notice of Drawdown, the Lender shall be deemed as having completed its disbursement obligation under this Agreement and such disbursement shall become the indebtedness of the Borrower. The Borrower shall repay to the Lender the principal amount drawn and outstanding under the Facility together with any interest accrued thereon in accordance with this Agreement.

3.7 The Lender shall not be under any obligation to make any further Disbursement under the Facility if the aggregate amount of the Disbursements made under this Agreement would exceed the principal amount of the Facility.

ARTICLE 4 REPAYMENT OF PRINCIPAL AND PAYMENT OF INTEREST

4.1 The Borrower is obligated to repay to the Lender all the principal amount drawn and outstanding under the Facility, all the interest accrued thereon and such other amount payable by the Borrower in accordance with the terms and conditions of this Agreement. Without the written consent of the Lender, the Maturity Period shall not be extended.

4.2 The Borrower shall pay interest on the principal amount drawn and outstanding under this Agreement at the rate set forth in Article 2.2. The interest shall be calculated on the basis of the actual number of days elapsed and a 360 day year, including the first day of the Interest Period during which it accrues but excluding the last, and shall be paid in arrears on each Interest Payment Date. If any payment to be made by the Borrower hereunder falls due on any day which is not a Banking Day, such payment shall be made on the immediately preceding Banking Day.

4.3 All the principal amount drawn under this Agreement shall be repaid to the Lender by Twenty-Seven (27) equal installments on each Repayment Date of Principal and Interest within the Repayment Period and the Final Repayment Date in

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accordance with the Repayment Schedule as Appendix 10 sent by the Lender to the Borrower after the expiration of the Availability Period.

4.4

4.4.1 Any payments or repayments made by the Borrower under this Agreement shall be remitted to:

(a) the account of the Lender as following:

Payee: The Export-Import Bank of China

Opening Bank: Bank of China Head Office

(SWIFT CODE: BKCHCNBJ)

Account No.: 778350006307;

(b) Or,

such other account as the Lender may specify in a written notice signed by an authorized signatory of the Lender sent by the means pursuant to Article 8.8 to the Borrower,

(c) Or,

such other account as designated by the Parties in any amendment to this Agreement made in writing entered into by and between the Lender and the Borrower.

Each account under above paragraph (a), (b) and (c) is hereinafter referred to as the "Repayment Account". And such payment shall be made with a message that such payment is made for "Rwanda Smart Education Project Loan Agreement, CHINA EXIMBANK GCL NO. 2021 (46) TOTAL NO. (746)".

4.4.2 All repayments payments by the Borrower to the Lender under this Agreement shall only be made to the Repayment Account. Any repayment/payment by the Borrower to the Lender made to an account other than the Repayment Account does not constitute any repayment/payment under the



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Agreement and the Borrower shall not be exempted from its repayment/payment obligations under this Agreement in accordance with the terms and conditions thereof. Any repayment/payment shall only be considered as completed when the Lender deducts the corresponding amount from the Repayment Account.

4.5 The Lender shall open and maintain on its book a lending account for the Borrower entitled "The Government of the Republic of Rwanda Represented by the Ministry of Finance and Economic Planning of Rwanda Account on Rwanda Smart Education Project" (hereinafter referred to as the "**Borrower's Account**") to record the amount owing or repaid or paid by the Borrower. The amount of the Facility recorded as drawn and outstanding in the Borrower's Account shall be the evidence of the Borrower's indebtedness owed to the Lender and shall be binding on the Borrower in the absence of manifest error.

4.6 For the avoidance of doubt, the Borrower's Account may only be amended by amendment to this Agreement made in writing entered into by and between the Lender and the Borrower.

4.7 Both the Borrower and the Lender shall keep accurate book records of any disbursement under the Facility and repayment of principal and interest under this Agreement and shall verify such records once a year.

4.8 The Borrower may prepay the principal amount drawn and outstanding under the Facility by giving the Lender a 30 days' prior written notice, and such prepayment shall be subject to the consent of the Lender. At the time of prepayment, the Borrower shall also pay to the Lender all interest accrued on the prepaid principal in accordance with Article 4.2 up to the date of prepayment. Any prepayment made pursuant to this Article shall reduce the amount of the repayment installments in inverse order of maturity.





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**ARTICLE 5 REPRESENTATIONS AND WARRANTIES BY THE
BORROWER**

The Borrower hereby represents and warrants to the Lender as follows:

5.1 The Borrower is the government of the Republic of Rwanda (the Borrower's Country) and represented by the Ministry of Finance and Economic Planning of Rwanda and has full power, authority and legal rights to borrow the Facility on the terms and conditions hereunder.

5.2 The Borrower has completed all the authorizations, acts and procedures as required by the laws of the Borrower's Country in order for this Agreement to constitute valid and legally binding obligations of the Borrower in accordance with its terms, including obtaining all the approvals and authorizations from relevant authorities of the Borrower's Country, and effecting all the registrations or filings as required by the laws of the Borrower's Country, and such approvals, authorizations, registrations and filings are in full force and effect.

5.3 As from the date on which this Agreement becomes effective, this Agreement constitutes legal, valid and binding obligation of the Borrower.

5.4 The Borrower is not in default under any law or agreement applicable to it, the consequence of which default could materially and adversely affect its ability to perform its obligations under this Agreement and no Event of Default has occurred under this Agreement.

5.5 The signing of this Agreement by the Borrower constitutes, and the Borrower's performance of its obligations under this Agreement will constitute commercial acts. Neither the Borrower nor any of its assets other than (a) property to be used in connection with a military activity that is of a military character or is under the control of a military authority or defense agency of the Borrower, and (b) property of the Borrower subject to the Vienna Convention on Diplomatic Relations or the Vienna Convention on Consular Relations that is being used exclusively for



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diplomatic or consular purposes (hereinafter referred as the “**Excluded Assets**”), is entitled to any right of immunity on the grounds of sovereign or otherwise from arbitration, suit, execution or any other legal process with respect to its obligations under this Agreement, as the case may be, in any jurisdiction.

5.6 All information supplied to the Lender by the Borrower is true and accurate in all material respects


5.7 None of the Borrower, its Affiliates or any Relevant Parties, or any shareholders, senior officers, directors, or employees of the Borrower, its Affiliates or any Relevant Parties (together the “**Obligor Parties**”) is:

- (i) a Sanctions Restricted Person;
- (ii) in violation of or has violated any Sanctions imposed or adopted by any Sanctions Authority;
- (iii) engaged in any transaction, activity or conduct that could reasonably be expected to result in it or them becoming a Sanctions Restricted Person; or
- (iv) the subject of or otherwise involved in any inquiries, claims, lawsuits, investigations or other proceedings relating to Sanctions.

The Borrower represents and warrants to the Lender that the foregoing representations and warranties will be true and accurate throughout the Maturity Period with reference to the facts and circumstances subsisting from time to time. The Borrower acknowledges that the Lender has entered into this Agreement in reliance upon the representations and warranties contained in this Article.

ARTICLE 6 SPECIAL COVENANTS

6.1 The Borrower hereby covenants to the Lender that the obligations and liabilities of the Borrower under this Agreement are direct, unconditional and general obligations and rank and will rank at least pari passu in right of payment and security with all other present or future unsecured and unsubordinated indebtedness (both actual and contingent) of the Borrower. Any preference or priority granted by the

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Borrower to such indebtedness shall be forthwith applicable to this Agreement without prior request from the Lender.

6.2 The Borrower undertakes with the Lender that it will ensure that all amounts disbursed under this Agreement be used for the purposes specified in Article 2.4 and Article 2.5 and that it will pay the interest and any other payable amounts hereunder and repay the principal to the Lender in accordance with the terms and conditions hereunder. The performance by the Borrower of all its obligations under this Agreement shall be unconditional under all circumstances.

6.3 All payments by the Borrower under this Agreement shall be paid in full to the Lender without set-off or counterclaim or retention and free and clear of and without any deduction or withholding for or on account of any taxes or any charges. In the event the Borrower is required by law to make any such deduction or withholding from any payment hereunder, then the Borrower shall forthwith pay to the Lender such additional amount as will result in the immediate receipt by the Lender of the full amount which would have been received hereunder had no such deduction or withholding been made.

6.4 The Borrower hereby covenants to the Lender that it will take immediate steps and fulfill all the conditions necessary to maintain in full force and effect all approvals, authorizations, registrations and filings specified in Article 5.2.

6.5 The Borrower will include all amounts due and payable, or to fall due and payable to the Lender hereunder in each of its annual budgets during each fiscal year. However, the Borrower's failure to include corresponding allocation in its budget shall not in any way reduce or affect its obligations under this Agreement or to be used as a defense for the failure to make any payment due under the Loan Agreement.

6.6 The Borrower shall submit to the Lender the following documents and hereby covenants to the Lender that the information contained in such documents is true and accurate:

(1) The Borrower shall submit to the Lender semi-annually during the

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Maturity Period reports on the actual progress and operation status of the Project and the utilization of the disbursed Facility proceeds.

(2) The Borrower shall supply to the Lender any other information pertaining to the performance of this Agreement at any time reasonably requested by the Lender

6.7 The Lender shall be entitled to examine and supervise the utilization of the proceeds of the Facility and the performance of this Agreement. The Borrower shall facilitate the aforesaid examination and supervision of the Lender, including without limitation cause the relevant authority to issue the long-term multiple entry visa of (Borrower's country) to loan officer of the Lender.

6.8 During the Maturity Period, the Borrower shall inform in writing the Lender within 30 days from the date on which the following events occur:

- (1) any material decision, change, accident and other significant facts pertaining to the Project or the Borrower,
- (2) any change of the authorized persons and the specimen of their signatures involved in the drawdown of the Facility under this Agreement;
- (3) any change of the communication address of the Borrower specified in Article 8.8;
- (4) the occurrence of any Event of Default specified in Article 7;
- (5) any significant amendment or supplement to the Commercial Contract;

6.9 The Borrower is obliged to notify the Lender, without delay, upon becoming aware of the occurrence of any event or dispute which may limit, restrict, interfere with or otherwise adversely affect the performance by any party of its obligations under the Commercial Contract, including but not limited to any event or dispute in connection with:

- (1) taxation; and
- (2) any party's failure to timely perform its relevant obligations under such Commercial Contract

To ensure the due performance of the Commercial Contract, the Borrower

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shall promptly do all such acts and coordinate with relevant parties to remedy and minimize the impact arising out of such aforementioned event or dispute.

6.10 The Borrower undertakes with the Lender that so long as any sum remains outstanding under this Agreement, the Borrower will not engage in the activities which, in the opinion of the Lender, will materially and adversely affect the performance of the Borrower's obligations under this Agreement.

6.11 The Borrower undertakes with the Lender that at the request of the Lender, the Borrower will provide the Lender within six months of completion of the Project with the Project completion summary report and provide within the period as required by the Lender the documents and materials for the post evaluation for the Project. The Borrower shall ensure the authenticity, accuracy, validity and integrity of the documents and materials provided.

6.12 The Borrower hereby represents, warrants and undertakes that its obligations and liabilities under this Agreement are independent and separate from those stated in agreements with other creditors (whether official creditors, Paris Club creditors or other creditors), and the Borrower shall not seek from the Lender any kind of comparable terms and conditions which are stated or might be stated in agreements with other creditors.

6.13 The Borrower undertakes with the Lender that the Borrower will and will ensure that any other Obligor Parties will,

(i) comply with Sanctions with respect to any operations and conducts performed, including but not limited to under the Project or the Commercial Contract;

(ii) disclose voluntarily or at the request of the Lender from time to time, timely and sufficiently, any documents or information in relation to Sanctions, including but not limited to:

(A) the fact that any Obligor Party has become a Sanctions Restricted Person;

(B) the fact that any Obligor Party is involved in any inquiries, claims, lawsuits, investigations or other proceedings relating to Sanctions;



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(C) any countries, industries or properties relevant to the business and operations of any Obligor Party or the Commercial Contract or the Project are targeted or otherwise restricted by Sanctions, including Sanctions that could result in any Obligor Party becoming a Sanctions Restricted Person; and

(D) any other circumstances that could have adverse consequences on this Agreement due to Sanctions;

(iii) cooperate with the Lender to provide sufficient information at its request from time to time, timely and sufficiently, for the purpose of compliance with any Sanctions, anti-money laundering and anti-terrorism requirements; and

(iv) irrevocably authorize the Lender, in its sole discretion for the purposes of compliance with Sanctions, anti-money laundering and anti-terrorist financing requirements to disclose information to Sanctions Authorities or other regulatory authorities or other competent agencies

6.14 The Borrower undertakes with the Lender that the Borrower will not and will ensure that any other Obligor Parties will not:

(i) become a subject or target of Sanctions,

(ii) directly or indirectly use any monies advanced under any Facility or lend, contribute or otherwise make available such monies to any person where the purpose or effect of such monies being used, lent, contributed or otherwise made available:

(A) is to fund or facilitate any activity that would at that time be in breach of Sanctions or be an activity with, or for the benefit of, a Sanctions Restricted Person; or

(B) could reasonably be expected to result in a breach of Sanctions by an Obligor Party, the Lender or any of its branch offices or Affiliates or the Agent, or any other person;

(iii) directly or indirectly fund all or any part of a payment under this Agreement out of proceeds derived from any business or transaction which is prohibited by Sanctions, which is with a Sanctions Restricted Person or which would otherwise result in a breach of Sanctions by the Lender or any of its branch offices or Affiliates or the Agent; or

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(iv) carry out any transactions, activities, operations, or conducts, with respect to any operations and conducts performed, including but not limited to under the Project or the Commercial Contract, in violation of the Sanctions or that could result in any Obligor Party becoming a Sanctions Restricted Person.

6.15 If the Lender in its sole discretion determines that the performance of this Agreement and / or the making, funding or allowing to remain outstanding of all or part of the Loan hereunder becomes impossible, prohibited by law or regulation, or could result in the Lender or any of its branch offices or Affiliates or the Agent being sanctioned, the Lender may so notify the Borrower and shall at the same time be entitled to one or more of the following measures:

- (a) cancel any available Facility;
- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding to the Lender under this Agreement be immediately due and payable;
- (c) directly deduct the outstanding amount due and payable by the Borrower under this Agreement, including but not limited to outstanding Loans, together with accrued interest and all other amounts accrued, from any account of the Borrower (denominated in any currency) opened with the Lender, the Agent or any other onshore and offshore branch offices of the Lender or the Agent; or
- (d) exercise any other rights of the Lender under this Agreement and in accordance with applicable laws and regulations.

ARTICLE 7 EVENTS OF DEFAULT

7.1 Each of the following events and circumstances shall be an Event of Default:

- (1) The Borrower, for any reason, fails to pay any due and payable principal, interest, Commitment Fee, Management Fee or other sums in accordance with the provisions hereof;



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(2) Any representation and warranty made by the Borrower in Article 5, Article 6 or other Articles of this Agreement, or any certificate, document and material submitted and delivered by the Borrower pursuant to this Agreement proves to have been untrue or incorrect in any material respect ;

(3) The Borrower fails to punctually perform any of its other obligations under this Agreement or is in breach of any of its covenants and undertakings made under this Agreement, and does not remedy such breach to the satisfaction of the Lender within 30 days after receipt of written notice from the Lender requiring it to do so.

(4) Any other event which constitutes a default of the Borrower occurs in respect of any other agreement involving the borrowing of money or any guarantee between the Borrower and any other banks or financial institutions;

(5) Significant changes have occurred with respect to the Project or the Borrower, either of which, in the opinion of the Lender, may have material adverse effect on the ability of the Borrower to perform its obligations under this Agreement.

(6) The Borrower stops or suspends repayment to its creditors generally;

(7) any other events or circumstances, in the reasonable judgment of the Lender, that can be deemed as the credit deterioration of the Borrower or may jeopardize the Loan or any rights of the Lender under this Agreement.

7.2 Upon the occurrence of any of the aforesaid Event of Default and at any time or times thereafter (unless such Event of Default has been waived by or remedied to the satisfaction of the Lender), the Lender may, by written notice to the Borrower, take either or all of the following actions (but without prejudice to any other rights and remedies available to it)

- (a) declare the principal of and accrued interest on the Loan and all other sums payable hereunder to be, whereupon the same shall become,



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immediately due and payable without further demand, notice or other legal formality of any kind;

(b) cancel the Facility unutilized by the Borrower or declare the Facility terminated without giving prior notice whereupon the obligation of the Lender to make further Disbursement hereunder shall immediately cease; and

(c) enforce its rights under the Guarantee/Mortgage/Pledge.

7.3 Where there occurs any change of the laws or government policies in the country of either the Lender or the Borrower, which makes it impossible for either the Lender or the Borrower to perform its obligations under this Agreement, the Lender may, by written notice to the Borrower, terminate the disbursement of the Facility, and/or declare all the principal and accrued interest and all other sums payable hereunder to be immediately due and payable by the Borrower without further demand, notice or other legal formality of any kind.

ARTICLE 8 MISCELLANEOUS

8.1 The Borrower hereby irrevocably waives any immunity on the grounds of sovereign or otherwise for itself or its property other than Excluded Assets in connection with any arbitration proceeding pursuant to Article 8.5 hereof or with the enforcement of any arbitral award pursuant thereto.

8.2 Without prior written consent of the Lender, the Borrower may not assign or transfer all or any part of its rights or obligations hereunder in any form to any third party. The Lender is entitled to assign or transfer all or any part of its rights, interests and obligations hereunder to a third party with notice to the Borrower. The Borrower shall sign all such documents and do necessary acts and things as the Lender may reasonably require for the purpose of perfecting and completing any such assignment and transfer, provided that any costs incurred by the Borrower in



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connection therewith shall be borne by the Lender.

8.3 This Agreement is legally independent of the relevant Commercial Contract. Any claims or disputes arising out of the Commercial Contract shall not affect the obligations of the Borrower under this Agreement.

8.4 This Agreement as well as the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of China.

8.5 Any dispute arising out of or in connection with this Agreement shall be resolved through friendly consultation. If no settlement can be reached through such consultation, each party shall have the right to submit such dispute to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The arbitration shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be final and binding upon both parties. The arbitration shall take place in Beijing.

8.6 The Borrower hereby irrevocably designates the Embassy of the Republic of Rwanda in China with its address at No.30, Xiu Shui Bei Jie, Beijing, China as its authorized agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or other legal documents in China. If for any reason the agent named above (or its successor) no longer serves as agent of the Borrower to receive legal documents as aforesaid, the Borrower shall promptly designate a successor agent satisfactory to the Lender. The Borrower hereby agrees that, any such legal documents shall be sufficiently served on it if delivered to the agent for service at its address for the time being in Beijing, whether or not such agent gives notice thereof to the Borrower.

8.7 The Borrower shall keep all the terms, conditions and the standard of fees hereunder or in connection with this Agreement strictly confidential. Without the prior written consent of the Lender, the Borrower shall not disclose any information hereunder or in connection with this Agreement to any third party unless required by applicable law.



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8.8 All notices or other documents in connection with this Agreement shall be in writing and shall be delivered or sent either personally or by post or facsimile to the following respective address or facsimile number of both parties; in the event that the following address or facsimile number of any party hereunder has changed, such party shall immediately inform the other party in the way set out in this Agreement:

To the Lender: Sovereign Business Dept. (Concessional Loan Dept.)
The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing,
100031
People's Republic of China
Fax No.: +86 10 83578546
Telephone: +86 10 83578578
Contact Person: Mr.LU Oumeng

To the Borrower: The Government of the Republic of Rwanda Represented by
the Ministry of Finance and Economic Planning of Rwanda
P.O.BOX 158, Kigali, Rwanda
Fax No.: +250 252577581
Telephone: +250 252575756
Contact Person: Minister of Finance and Economic
Planning

Any notice or document so addressed to the relevant party under this Agreement shall be deemed to have been delivered:

- (1) if sent by personal delivery: at the time of delivery;
- (2) if sent by post: 15 days after posting (excluding Saturdays, Sundays and statutory holidays);
- (3) if sent by facsimile, when the notice or document is dispatched by fax machine.

8.9 This Agreement shall be signed in the English language. The notes and



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other written documents delivered between the Borrower and the Lender under this Agreement shall all be written in English

8.10 Unless otherwise provided, no failure or delay by the Lender in exercising any of its rights, power or privilege under this Agreement shall impair such right, power or privilege or operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege

8.11 The appendices to this Agreement shall be deemed as an integral part of this Agreement and have the same legal effect as this Agreement.

8.12 Matters not covered in this Agreement shall be settled through friendly consultation and signing of supplementary agreements between the Borrower and the Lender

ARTICLE 9 CONDITIONS TO EFFECTIVENESS

9.1 This Agreement shall become effective upon the satisfaction of the following conditions.

- (1) This Agreement has been duly signed by the Lender and the Borrower;
- (2) The Lender has received copies of the approval issued by the relevant authorities of the Borrower's Country approving the borrowing by the Borrower hereunder;
- (3) The Lender has received copies of the duly signed amendment agreement to the Commercial Contract which is acceptable to the Lender.

9.2 The effective date of this Agreement shall be the date specified in the Notice of Effectiveness of Loan Agreement sent by the Lender to the Borrower after all the conditions precedent to the effectiveness of this Agreement have been fully satisfied.



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8.8 All notices or other documents in connection with this Agreement shall be in writing and shall be delivered or sent either personally or by post or facsimile to the following respective address or facsimile number of both parties; in the event that the following address or facsimile number of any party hereunder has changed, such party shall immediately inform the other party in the way set out in this Agreement:

To the Lender: Sovereign Business Dept. (Concessional Loan Dept.)
The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing,
100031
People's Republic of China
Fax No.: +86 10 83578546
Telephone: +86 10 83578578
Contact Person: Mr. LU Oumeng

To the Borrower: The Government of the Republic of Rwanda Represented by
the Ministry of Finance and Economic Planning of Rwanda
P.O.BOX 158, Kigali, Rwanda
Fax No.: +250 252577581
Telephone: +250 252575756
Contact Person: Minister of Finance and Economic
Planning

Any notice or document so addressed to the relevant party under this Agreement shall be deemed to have been delivered:

- (1) if sent by personal delivery: at the time of delivery;
- (2) if sent by post: 15 days after posting (excluding Saturdays, Sundays and statutory holidays);
- (3) if sent by facsimile, when the notice or document is dispatched by fax machine.

8.9 This Agreement shall be signed in the English language. The notes and



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other written documents delivered between the Borrower and the Lender under this Agreement shall all be written in English.

8.10 Unless otherwise provided, no failure or delay by the Lender in exercising any of its rights, power or privilege under this Agreement shall impair such right, power or privilege or operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

8.11 The appendices to this Agreement shall be deemed as an integral part of this Agreement and have the same legal effect as this Agreement.

8.12 Matters not covered in this Agreement shall be settled through friendly consultation and signing of supplementary agreements between the Borrower and the Lender.

ARTICLE 9 CONDITIONS TO EFFECTIVENESS

9.1 This Agreement shall become effective upon the satisfaction of the following conditions:

- (1) This Agreement has been duly signed by the Lender and the Borrower;
- (2) The Lender has received copies of the approval issued by the relevant authorities of the Borrower's Country approving the borrowing by the Borrower hereunder;
- (3) The Lender has received copies of the duly signed amendment agreement to the Commercial Contract which is acceptable to the Lender.

9.2 The effective date of this Agreement shall be the date specified in the Notice of Effectiveness of Loan Agreement sent by the Lender to the Borrower after all the conditions precedent to the effectiveness of this Agreement have been fully satisfied.



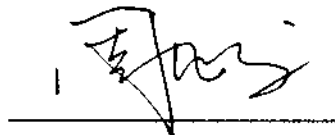
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9.3 In the event that this Agreement fails to become effective within one year after signing by the parties, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.

9.4 This Agreement shall be made in two counterparts with equal legal effect.

IN WITNESS WHEREOF, the two parties hereto have caused this Agreement to be duly signed on their respective behalf, by their duly authorized representatives, on the date stated at the beginning of this Agreement.

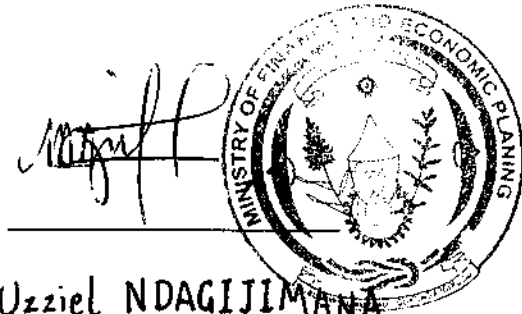
Signed by:



Name: **Zhou Xuwen**
Title: Deputy General Manager of
Sovereign Business Department
(Concessional Loan Department)

on behalf of
The Export-Import Bank of China

Signed by:



Name: **Uzziel NDAGIJIMANA**
Title: Minister of Finance and
Economic Planning of Rwanda

on behalf of
The Government of the Republic of
Rwanda represented by the Ministry of
Finance and Economic Planning

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Appendices:

- 1-A. Conditions Precedent to the First Drawdown
- 1-B. Conditions Precedent to the Disbursement of the Last Ten Percent of the Facility
2. Conditions Precedent to Each Drawdown after the First Drawdown
3. Power of Attorney (for Signing)
4. Power of Attorney (for Drawdown)
5. Form of Irrevocable Notice of Drawdown
6. Form of Legal Opinion
7. Irrevocable Power of Attorney of Borrower's Process Agent
8. Letter of Confirmation
9. Form of Notice of Effectiveness of Loan Agreement
10. Form of Repayment Schedule



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Appendix 1-A
Conditions Precedent to the First Disbursement

Upon the Borrower's application to the Lender for the making of the first disbursement, the Lender shall not be obliged to make any such disbursement to the Borrower unless the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction:

- (1) Copies of this Agreement which has been duly signed by all parties thereto respectively and have become effective;
- (2) Certified true copies of the Commercial Contract and other relevant documents in connection therewith acceptable to the Lender which have been duly signed by all parties thereto and have become effective;
- (3) Drawdown schedule submitted by the Borrower which has been recognized and accepted by the Lender;
- (4) The authorization of the Borrower, by which the Borrower authorizes one or more representatives to sign this Agreement, Irrevocable Notice of Drawdown and any other documents in relation to this Agreement, and the signature specimen of such authorized representatives.
- (5) Certified true copies of any and all documents which could evidence that the Management Fee and Commitment Fee payable hereunder have been paid by the Borrower to the Lender in accordance with the provisions of Article 2.6 and Article 2.7;
- (6) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower, and sent by courier or authenticated SWIFT not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account



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designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;

(7) Legal opinion in the form and substance set forth in Appendix 6 or in the form and substance otherwise approved by the Lender in writing issued by the Ministry of Justice or other governmental institutions with the similar authority of the Borrower's Country in connection with the transactions contemplated hereunder;

(8) The irrevocable power of attorney to the process agent by the Borrower named in Article 8.6 in the form set forth in Appendix 7 or in the form and substance otherwise approved by the Lender in writing and the written confirmation of acceptance of appointment by such process agent in the form of Appendix 8 or in the form and substance otherwise approved by the Lender in writing;

(9) Certified true copies of the written consent of the relevant authority of the Borrower's Country on the sub-contractor(s) of the Project.

(10) Certified true copies of main Design Sub-contract agreement, Construction Sub-contract agreement and Procurement Sub-contract agreement to the Commercial Contract which are acceptable to the Lender and have been duly signed by all parties thereto.

(11) Certified true copy of the commitment made by the cable lessor for reserving enough optical fiber cable capacity or the memorandum of understanding duly signed by all relevant parties thereto for the operation of the Project.

(12) Certified true copy of the commitment issued by the relevant authorities of the Borrower's Country for covering the contingent fund gap for the operation of the Project.

(13) Such other document(s) or condition(s) relating to the transactions under this Agreement as the Lender may reasonably request.

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In the event that the Borrower fails to fulfill the above conditions within one year after the effectiveness of this Agreement, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.



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Appendix 1-B

Conditions Precedent to the Disbursement of the Last Ten Percent of the Facility

For each disbursement involving utilisation of the last ten percent of the Facility (either a portion of or the whole amount of the last ten percent of the Facility), the Lender shall not be obliged to make any such disbursement to the Borrower unless the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction:

- (1) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower, and sent by courier not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;
- (2) No Event of Default has occurred (or will likely to occur as a result of the drawdown being made) under this Agreement;
- (3) All representations, warranties, and undertakings made by the Borrower hereunder shall be true and correct as at the date such drawdown is scheduled to be made with reference to the facts and circumstances then subsisting;
- (4) The Borrower has paid the interest due and payable under this Agreement in accordance with Article 4;
- (5) The Borrower has paid the Commitment Fee due and payable under this Agreement in accordance with Article 2.7;
- (6) The Facility hereunder has not been terminated;
- (7) Document(s) certifying the main staff for operation of the Project have been on



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duty:

(8) Certified true copy of the optical fiber cable leasing contract which has been duly signed:

(9) Such other document(s) and condition(s) as the Lender may reasonably request.



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Appendix 2

Conditions Precedent for Each Disbursement after the First Disbursement

For each disbursement after the first disbursement hereunder, the Lender shall not be obliged to make any such disbursement to the Borrower unless all the conditions precedent set out in Appendix 1-A attached hereto have been satisfied, the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction

- (1) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower, and sent by courier not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made, such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;
- (2) No Event of Default has occurred (or will likely to occur as a result of the drawdown being made) under this Agreement;
- (3) All representations, warranties, and undertakings made by the Borrower hereunder shall be true and correct as at the date such drawdown is scheduled to be made with reference to the facts and circumstances then subsisting;
- (4) The Borrower has paid the interest due and payable under this Agreement in accordance with Article 4;
- (5) The Borrower has paid the Commitment Fee due and payable under this Agreement in accordance with Article 2.7;
- (6) The Facility hereunder has not been terminated;
- (7) Such other document(s) and condition(s) as the Lender may reasonably request.



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Appendix 3

Power of Attorney (for Signing the Agreement)

I, _____ (Name of the Authorizing Person), am _____ (Title of the Authorizing Person) of _____ (hereinafter referred as the "**Institution**"). I hereby confirm that I have the full legal right and authority to sign the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____ hereinafter referred to as the "**Agreement**") on behalf of the Institution. However, in the event that I am not available when the Agreement is required to be signed, I hereby authorize Mr. _____ (hereinafter referred as the "**Authorized Signatory**"). _____ (Title of the Authorized Signatory) of the Institution, to sign the Agreement and other notices and documents in connection therewith on behalf of the Institution.

Signature: _____

Title: _____

Date: _____

Specimen Signature of the Authorized Signatory:

Name: _____

Title: _____



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Appendix 4

Power of Attorney (for Drawdown)

I, _____ (Name of Authorizing Person), am _____ (Title of the Authorizing Person) of _____ (hereinafter referred as the **"Institution"**). I hereby confirm that I have the full legal right and authority to make drawdowns on behalf of the Institution in accordance with the terms and conditions of the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as the **"Agreement"**). In the event that I am not available when a drawdown is to be made, I confirm that I hereby authorize Mr. _____ (hereinafter referred as the **"Authorized Signatory"**), _____ (Title of the Authorized Signatory) of the Institution, to make the drawdown under the Agreement, to sign the documents and to handle other matters in connection therewith on behalf of the Institution.

Signature: _____

Title: _____

Date: _____

Specimen Signature of the Authorized Signatory:

Name: _____

Title: _____

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Appendix 5
FORM OF IRREVOCABLE NOTICE OF DRAWDOWN
(BY EXPRESS DELIVERY OR TESTED SWIFT)

From: _____ (the Borrower)

To: The Export-Import Bank of China
No. 30, Fu Xing Men Nei Ave.,
Xicheng District,
Beijing, 100031,
P.R.China
Fax:
SWIFT:
Tel:

Serial No: _____

Date: _____

Dear Sirs,

We refer to the [_____]¹ Loan Agreement with Contract No. _____ (hereinafter referred to as the "**Agreement**") dated _____ (date) by and between _____ (the "**Borrower**") and The Export-Import Bank of China (the "**Lender**"). This is a Notice of Drawdown. Capitalized terms used herein and not otherwise defined shall have the same meanings as defined in the Agreement.

1. We hereby apply for a Disbursement on the following terms:

Please fill in the name of the Agreement.

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Proposed Disbursement Date: [] (or, if that is not a Business Day, the next Business Day)

Amount: [] (Currency: ☐ US \$ ☐ EUR ☐ RMB []³) or, if less, the available commitment

In Words:

(Currency: ☐ US \$ ☐ EUR ☐ RMB []³)

Disbursement Account:

Payee: _____

Account Bank: _____ (This account shall be opened by the Chinese Supplier with the Lender or a bank designated by the Lender for the purpose of receiving payments under or in connection with the Commercial Contract)

Account No.: _____

Pursuant to the terms and conditions of the Agreement, we hereby instruct and authorize you to debit the Borrower's Account, or the Back-up Borrower's Account, as applicable, with the Amount of the Disbursement.

3. This Disbursement is made to the _____ Invoice (Invoice No. _____) under the Commercial Contract (Contract No.: _____), and for the payment of _____ (purpose).

4. We hereby confirm that you are entitled to use the Back-up Borrower's Account to

- Please fill in relevant information in case that a drawing in a foreign currency approved by the Lender is needed.

* Please fill in relevant information in case that a drawing in a foreign currency approved by the Lender is needed

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make Disbursements under the Agreement upon written notice signed by your authorized signatory pursuant to the Article 4 of the Agreement.

5. We hereby confirm that forthwith upon the allocation of the Disbursement to the Borrower's Account, or the Back-up Borrower's Account, as applicable, this Disbursement shall be deemed as having been made by us under the Agreement and the amount drawn shall forthwith constitute our indebtedness to you accordingly. We shall repay such amount to you together with any interest accrued thereon in accordance with the terms and conditions of the Agreement.

6. We further confirm that:

- 1) the representations and warranties made by us in the Agreement remain true, correct and valid in all respects by reference to the facts and circumstances subsisting as of the date of this Notice of Drawdown;
- 2) no Event of Default referred to in the Agreement has occurred and continuously exists or would result from the proposed Loan;
- 3) all the conditions precedent specified in the Agreement have been satisfied and have remained true, accurate and valid in all respects by reference to the facts and circumstances subsisting as of the date of this Notice of Drawdown.

7. This Notice of Drawdown is irrevocable.

_____ (Full Name of the Borrower)

(Official Stamp of the Borrower)

(Signature of Authorized Signatory)



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Appendix 6
Form of Legal Opinion

To: The Export-Import Bank of China

Date: _____

Dear Sirs,

Re: The Government Concessional Loan Agreement on the _____
Project (No. _____)

We are ☐ Ministry of Justice, ☐ Attorney-General, ☐ a law firm ☐ _____, qualified and authorized to issue this legal opinion in connection with the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, the "Loan Agreement") between the Export-Import Bank of China as the lender (the "Lender") and _____ as the borrower (the "Borrower").

For the purposes of this legal opinion, we have examined copies of the following documents:

- (1) the executed Loan Agreement;
- (2) Such laws and regulations and such other documents, certificates, records and instruments as necessary and appropriate to render the opinions hereinafter set forth.

This legal opinion is given on the basis of the laws of the _____ effective as at the date hereof.

Based on the foregoing, we are of the opinion that:

1. The Borrower is the government of a sovereign state which is duly established and validly existing under the laws of _____, and has power, authority and

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legal right to assume civil liabilities with its assets.

2. The Borrower has full power, authority and legal right to enter into and perform its obligations under the Loan Agreement and has taken all necessary action to authorize the signing, delivery and performance of the Loan Agreement and _____ of the Borrower has been duly authorized and has the power to sign the Loan Agreement on behalf of the Borrower.

3. The Loan Agreement has been duly signed by the Borrower, and constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms.

4. The signing, delivery and performance of the Loan Agreement by the Borrower do not violate or conflict with or result in a breach of any law or regulation of _____.

5. All authorizations and consents of any authority in _____ required in connection with the signing, delivery and performance of the Loan Agreement by the Borrower have been obtained and are in full force and effect, including making payments in foreign currencies under the Loan Agreement and making the Loan Agreement admissible in evidence in the courts of _____.

6. No registration fee, similar tax or stamp duty is payable in _____ in respect of the Loan Agreement by the Borrower and the Lender. No withholding would be made in respect of any payment to be made by the Borrower to the Lender under the Loan Agreement.

7. The signing and performance of the Loan Agreement by the Borrower constitute commercial acts, and the declaration that the Borrower shall not have any right of immunity in connection with any proceedings or any enforcement of an arbitral award or court decision on the grounds of sovereignty or otherwise is valid and irrevocably binding on the Borrower, subject to the Excluded Assets specified in Article 5.5 set forth in the Loan Agreement.



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8. The payment obligations of the Borrower under the Loan Agreement rank at least pari passu with all its other unsecured and unsubordinated indebtedness except those which are mandatorily preferred by operation of _____ law.

9. The choice of Chinese law as the governing law under the Loan Agreement is a valid choice of law. The submission of any dispute arising out of or in connection with the Loan Agreement to the China International Economic and Trade Arbitration Commission (CIETAC) does not contravene any law of _____. The appointment by the Borrower of a process agent in China does not violate any provision of any law or regulation of _____.

10. The Lender is not and will not be deemed to be resident, domicile or having an establishment in _____ by reason only of the execution, delivery, performance and/or enforcement of the Loan Agreement.

This legal opinion is strictly limited to the matters stated herein and may be relied upon only by you in respect of the captioned matter. It may not be relied upon for any other purposes and may not be disclosed to any other persons without our consent.

Yours faithfully,

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Appendix 7
Irrevocable Power of Attorney
(Appointment of the Borrower's Process Agent)

Date: _____

Dear Sirs:

We refer to the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as "the Agreement"). We hereby appoint you under the Agreement as our agent for the sole purpose of receiving for us and on our behalf service of any legal documents issued by the China International Economic and Trade Arbitration Commission (CIETAC) in respect of any legal action or proceedings arising out of or in connection with the Agreement. We hereby confirm that we shall as soon as possible provide you with a true and correct copy of the Agreement and all relevant related documents. We further hereby confirm that your obligations as our agent are limited to those set out in the paragraphs below and that any other services will only be on our specific request and subject to your agreement and to your customary legal fees. Your obligations are:

(1) Promptly to forward to us (to the extent lawful and possible) by registered post prepaid express airmail addressed as hereafter shown, or by such expeditious means as you may deem appropriate, the original or a copy of any notice of arbitration received by you:

Attention:

Tel:

or to such other address as we may from time to time request in a notice to you sent by registered post prepaid express airmail and marked "For the Attention of the person in charge of Service of Process/ Re: Service of Process";



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(2) Perform the duties as Process Agent in accordance with the Agreement.

We should be grateful if you would indicate your acceptance of your appointment by signing the form of acknowledgement contained in the duplicate of this letter and returning the same to us or to such other person as we may identify to you.

Yours faithfully,

Name:

Title:

A handwritten signature in black ink, consisting of a stylized 'J' followed by a vertical stroke and a small flourish at the bottom.

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Appendix 8
Letter of Confirmation

To: (name of the Borrower)

Date: _____

We hereby acknowledge receipt of the letter dated _____ from the _____ (the Borrower), the above is a true copy of which, and agree to our appointment under it to receive on behalf of _____ (the Borrower) service of legal documents issued out of the China International Economic and Trade Arbitration Commission (CIETAC) in any legal action or proceedings arising out of or in connection with the Agreement referred to in that letter.

Yours faithfully,

Name:

Title:



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Appendix 9
Form of Notice of Effectiveness of Loan Agreement

From: The Export-Import Bank of China

No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031.

People's Republic of China

To: _____ (the Borrower)

Date: _____

Dear Sirs,

Pursuant to Article 9 of the Government Concessional Loan Agreement on the _____ Project (No. _____, hereinafter referred to as "the Agreement") dated _____ between _____ (the "Borrower") and the Export-Import Bank of China (the "Lender"), we hereby inform you that:

- (a) all the conditions as set out in Article 9.1 of the Agreement have been satisfied;
- (b) The Agreement shall become effective on and from the date hereof.

The Export-Import Bank of China

(Signature of Authorized Signatory)



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Appendix 10

Form of Repayment Schedule

Concerning the Government Concessional Loan Agreement on the _____
Project dated _____ (No. _____)

Number of Installments	Date Due	Amount In Renminbi
1		
2		
3		
4		
5		
6		
7		
8		
Total		

Note: The amount appeared in this schedule just refer to repayment of the Principal of the Loan under the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____), while the interest accrued shall be paid according to the provisions of Article 4 of the aforesaid Agreement.

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<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 035/01 ryo ku wa 16/05/2022 ryemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo icyenda n'umunani n'ibihumbi magana ane na mirongo icyenda n'umunani z'Amayuwani (198.498.000,00 ¥) igenewe umushinga w'u Rwanda w'ikoranabuhanga mu burezi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 22 Gashyantare 2022</p>	<p>Seen to be annexed to Presidential Order n° 035/01 of 16/05/2022 ratifying the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of One Hundred and Ninety-Eight Million Four Hundred and Ninety-Eight Thousand Yuan (¥ 198,498,000.00) for Rwanda Smart Education Project, signed at Kigali, Rwanda, on 22 February 2022</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 035/01 du 16/05/2022 ratifiant l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Import-export de Chine, relatif au prêt de cent quatre-vingt-dix-huit millions quatre cent quatre-vingt-dix-huit mille Yuan (198.498.000,00 ¥) pour le projet d'éducation intelligente du Rwanda, signé à Kigali, au Rwanda, le 22 février 2022</p>
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Kigali, 16/05/2022

(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)

Dr UGIRASHEBUJA Emmanuel

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° 036/01 RYO KU WA 16/05/2022 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO INGANA NA MILIYONI ESHANU Z'AMAYERO (5.000.000 EUR) IGENEWE GAHUNDA Y'IGIHUGU YO KWIGISHA NO KWIGA URURIMI RW'IGIFARANSA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 18 GASHYANTARE 2022</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° 036/01 OF 16/05/2022 RATIFYING THE GRANT FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF FIVE MILLION EUROS (EUR 5,000,000) FOR THE NATIONAL PLAN FOR TEACHING AND LEARNING FRENCH, SIGNED AT KIGALI, RWANDA, ON 18 FEBRUARY 2022</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° 036/01 DU 16/05/2022 RATIFIANT L'ACCORD DE DON ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON DE CINQ MILLIONS D'EUROS (5.000.000 EUR) POUR LE PLAN NATIONAL DE L'ENSEIGNEMENT ET L'APPRENTISSAGE DU FRANÇAIS, SIGNÉ À KIGALI, AU RWANDA, LE 18 FÉVRIER 2022</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° 036/01 RYO KU WA 16/05/2022 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO INGANA NA MILIYONI ESHANU Z'AMAYERO (5.000.000 EUR) IGENEWE GAHUNDA Y'IGIHUGU YO KWIGISHA NO KWIGA URURIMI RW'IGIFARANSA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 18 GASHYANTARE 2022</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo iya 112, iya 120, iya 122, iya 167, iya 168, n'iya 176;</p> <p>Dushingiye ku Itegeko n° 013/2022 ryo ku wa 15/04/2022 ryemera kwemeza burundu Amasezerano y'impano hagati ya Repubulika y'u Rwanda na Agence Française de Développement (AFD),</p>	<p>PRESIDENTIAL ORDER N° 036/01 OF 16/05/2022 RATIFYING THE GRANT FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF FIVE MILLION EUROS (EUR 5,000,000) FOR THE NATIONAL PLAN FOR TEACHING AND LEARNING FRENCH, SIGNED AT KIGALI, RWANDA, ON 18 FEBRUARY 2022</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168, and 176;</p> <p>Pursuant to Law n° 013/2022 of 15/04/2022 approving the ratification of the Grant Financing Agreement between the Republic of Rwanda and the Agence Française de Développement (AFD), relating to the grant of</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 036/01 DU 16/05/2022 RATIFIANT L'ACCORD DE DON ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON DE CINQ MILLIONS D'EUROS (5.000.000 EUR) POUR LE PLAN NATIONAL DE L'ENSEIGNEMENT ET L'APPRENTISSAGE DU FRANÇAIS, SIGNÉ À KIGALI, AU RWANDA, LE 18 FÉVRIER 2022</p> <p>Nous, KAGAME Paul, Président de la République ;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168, et 176 ;</p> <p>Vu la Loi n° 013/2022 du 15/04/2022 approuvant la ratification de l'Accord de don entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au don de cinq millions d'Euros (5.000.000 EUR)</p>
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<p>yerekeranye n'impano ingana na miliyoni eshanu z'Amayero (5.000.000 EUR) agenewe gahunda y'Igihugu yo kwiga no kwigisha ururimi rw'Igifaransa, yashyiriweho umukono i Kigali mu Rwanda, ku wa 18 Gashyantare 2022;</p> <p>Tumaze kubona Amasezerano y'impano hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'impano ingana na miliyoni eshanu z'Amayero (5.000.000 EUR) igenewe gahunda y'Igihugu yo kwigisha no kwiga ururimi rw'Igifaransa, yashyiriweho umukono i Kigali mu Rwanda, ku wa 18 Gashyantare 2022;</p> <p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE :</p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p>Amasezerano y'impano hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'impano ingana</p>	<p>five million Euros (EUR 5,000,000) for the National Plan for Learning and Teaching French, signed at Kigali, Rwanda, on 18 February 2022;</p> <p>Considering the Grant Financing Agreement between the Agence Française de Développement and the Republic of Rwanda, relating to the grant of five million Euros (EUR 5,000,000) for the National Plan for Teaching and Learning French, signed at Kigali, Rwanda, on 18 February 2022;</p> <p>On proposal by the Minister of Finance and Economic Planning;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One:</u> Ratification</p> <p>The Grant Financing Agreement between the Agence Française de Développement and the Republic of Rwanda, relating to the grant of five</p>	<p>pour le plan national de l'apprentissage et l'enseignement du français, signé à Kigali, au Rwanda, le 18 février 2022;</p> <p>Considérant l'Accord de don entre l'Agence Française de Développement et la République du Rwanda, relatif au don de cinq millions d'Euros (5.000.000 EUR) pour le plan national de l'enseignement et l'apprentissage du français, signé à Kigali, au Rwanda, le 18 février 2022 ;</p> <p>Sur proposition du Ministre des Finances et de la Planification Économique ;</p> <p>Après examen et adoption par le Conseil des Ministres ;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS :</p> <p><u>Article premier :</u> Ratification</p> <p>L'Accord de don entre l'Agence Française de Développement et la République du Rwanda, relatif au don de cinq millions d'Euros</p>
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<p>na miliyoni eshanu z'Amayero (5.000.000 EUR) igenewe gahunda y'Igihugu yo kwigisha no kwiga ururimi rw'Igifaransa, yashyiriweho umukono i Kigali mu Rwanda, ku wa 18 Gashyantare 2022, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, na Minisitiri w'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>million Euros (EUR 5,000,000) for the National Plan for Teaching and Learning French, signed at Kigali, Rwanda, on 18 February 2022, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation, and the Minister of 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>(5.000.000 EUR) pour le plan national de l'enseignement et l'apprentissage du français, signé à Kigali, au Rwanda, le 18 février 2022, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2 :</u> Autorités chargées de l'exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale, et le Ministre 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, 16/05/2022

(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)

Dr UGIRASHEBUJA Emmanuel

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° 036/01 RYO KU WA 16/05/2022 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO INGANA NA MILIYONI ESHANU Z'AMAYERO (5.000.000 EUR) IGENEWE GAHUNDA Y'IGIHUGU YO KWIGISHA NO KWIGA URURIMI RW'IGIFARANSÀ, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 18 GASHYANTARE 2022</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 036/01 OF 16/05/2022 RATIFYING THE GRANT FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF FIVE MILLION EUROS (EUR 5,000,000) FOR THE NATIONAL PLAN FOR TEACHING AND LEARNING FRENCH, SIGNED AT KIGALI, RWANDA, ON 18 FEBRUARY 2022</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 036/01 DU 16/05/2022 RATIFIANT L'ACCORD DE DON ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON DE CINQ MILLIONS D'EUROS (5.000.000 EUR) POUR LE PLAN NATIONAL DE L'ENSEIGNEMENT ET L'APPRENTISSAGE DU FRANÇAIS, SIGNÉ À KIGALI, AU RWANDA, LE 18 FÉVRIER 2022</p>
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N° CONVENTION AFD CRW1059 01 R

GRANT 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 state-owned 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 M. Arthur GERMOND, in his capacity as Country Director AFD Kigali, 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 endorse and implement a National Plan for Learning and Teaching French (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 contributing to the implementation of the Project.
- (C) Pursuant to resolution n°C20210937 of the Foreign States Committee dated December 08, 2021, 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.

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 five million Euros (EUR 5 000 000).

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 IV 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 3.1 (*Drawdown request*);
 - (2) no event referred to in Clause 4 (*Postponment or Dismissal of the Drawdown Request*) is continuing or may occur;
 - (3) each representation given by the Beneficiary in relation to Clause 5 (*Representations and warranties*) is true; and
 - (4) no Co-Financier has suspended its payments in relation to the Project ;and
 - (5) 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 Education) 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 mechanisms*).

If all conditions set out in this Agreement are met, the Agency will make available funds of the requested Drawdown to the Beneficiary.

3.2 Payment mechanisms

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

3.2.1 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 hereby undertakes to waive and procure that the Account Bank waives, any right of set-off such party may have in respect of the Project Account.

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.

(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 of a hundred thousand euros (100 000 EUR) to the Project Account.

(c) Additional Advances

Additional Advances will be paid upon the Beneficiary Implementing'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 delivers to the Agency:

- (i) no later than the Deadline for Use of Funds, a certificate signed by an authorised signatory certifying that one hundred per cent (100%) of the funds of both the penultimate Advance and the final Advance have been used for the Eligible Expenses 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 the Office of Auditor General or an independent auditor 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 may be applied against the funds of the Grant. The Beneficiary shall ensure that the auditing firm verifies that all Advances made under the Grant and paid into the Project Account have been used in accordance with the terms and conditions of this Agreement.

Notwithstanding the above, the Borrower agrees that the Lender reserves the right to require that complementary audits be carried out by its representatives or an independent and reputable private firm, at the discretion of the Lender. These external private audits will be appointed by the Lender and the costs covered by the Lender

(f) 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 Central bank of the country of the relevant currency *or* exchange rate for the applicable currency on the payment date of the relevant invoice.

(g) Deadline for Use of Funds

The Beneficiary agrees that all funds disbursed in the form of an Advance will be used in full to finance the Eligible Expenses by the Deadline for Use of Funds.

(h) 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 the Office of Auditor General or an independent and reputable auditor, appointed by the Beneficiary subject to the Agency's no-objection on the terms of reference of the audit mission. All audit costs may be applied against the funds of the Grant. The auditing team shall verify that all Advances paid into the Project Account have been used in accordance with the terms of this Agreement.

Notwithstanding the above, the Borrower agrees that the Lender reserves the right to require that complementary audits be carried out by its representatives or an independent and reputable private firm, at the discretion of the Lender. These external private audits will be appointed by the Lender and the costs covered by the Lender.

Audit reports shall be made available no later than six (6) 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.

(i) 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.

(j) Retention of documents

The Beneficiary undertakes to 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.

3.2.2 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 their 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
- 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 the Financing Documents or its other material obligations under any Project Documents or required in the ordinary course of the Project is not obtained within the required timeframe or is cancelled or becomes invalid or otherwise ceases to be in full force and effect.

(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) Change in status of the Beneficiary

The Beneficiary is subject to any of the following:

- transfer in whole or in part or partial contribution of its assets which is likely to adversely affect the Beneficiary's solvency or ability to implement the Project;

- merger, demerger, winding-up or dissolution, substantial change in or termination of business activities; and
- resolution of the Beneficiary's competent body passed, judicial proceedings commenced or any other analogous step or procedure taken regarding the suspension of payments, a moratorium with any creditors or the liquidation, dissolution, administration, reorganisation or the restructuring of the Beneficiary or any similar procedure or arrangement.

(j) Intervention by an Authority

An Authority:

- decides to close, seize or expropriate all or part of the Project facilities or one or several of the Beneficiary's assets which are required to continue its activities; or
- takes possession or control of all or part of the Project's facilities or any of the Beneficiary's assets which are required to continue its activities; or
- takes any measure with a view to the liquidation, winding-up, administration, reorganisation or restructuring of the Beneficiary; or
- takes any other measure that would prevent the Beneficiary from continuing all or part of its activities or operations.

5. REPRESENTATIONS AND WARRANTIES

All the representations and warranties set out in this Clause 5 are made by the Beneficiary for the benefit of the Agency on the Signing Date. All the representations and warranties in this Clause 5 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 the Financing Documents 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 the Financing Documents 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 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
- (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.

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
- (iv) 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 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) includes in the Insurance Policies the Agency as sole beneficiary of any insurance proceeds; and
- (v) Assigns to the Agency the benefit of the Contractor's Guarantees.

6.7 Implementation of the Project

The Beneficiary shall:

- (ii) 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)
- (iii) 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/the Grant's 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
- (vi) 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 Environnemental 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.

6.10 Project accounts

The Beneficiary opens, maintains and uses the Project Account in accordance with the terms of this Agreement.

6.11 Expertise France's Status

The Beneficiary undertakes to put the technical experts of Expertise France appointed for missions lasting more than six months, in the French cooperation agent category, in particular for taxation and customs purposes. To that effect, the Beneficiary undertakes to apply the procedure set out in the cooperation agreement entered into with France and/or the required local procedure, as the case may be, to grant such status to the technical experts of Expertise France prior to the beginning of their Services.

6.12 Preservation of Project

The Beneficiary shall

- (a) 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) 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;

6.13 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.

6.14 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.

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

6.15 Visibility and Communication

The Beneficiary shall implement visibility and communication actions related to the implementation of the Project in accordance with the terms of the Visibility and Communication Guide, and acknowledges having fully read and understood the aforementioned guide.

According to the Visibility and Communication Guide, the Project is subject to communication and visibility obligations of LEVEL 1.

6.16 Specific Undertakings

The Beneficiary undertakes to:

- (i) provide the expert performing the Services, with free access to the relevant premises so that such experts carry out the Services properly; and
- (ii) make available enough financial means and human resources to all the entities involved in the Project (as described in *(Schedule 2 -Project Description)*), so that these entities may have all necessary means to operate accurately and properly.
- (iii) inform and consult the local education group on the implementation of the National Plan, in particular during the joint sector review
- (iv) ensure the provision of domestic funding to cover the salaries of French teachers and trainers as defined in the ESSP

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:

- (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 (Form of Follow-up report of the Project' 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 (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,

7.3 Financial and statutory information

The Beneficiary shall:

- (i) provide the Agency with its annual financial or budgetary documents after their approval as well as any details that the Agency may reasonably require in relation to its financial position;
- (ii) send to the Agency, upon its request, the Beneficiary's minutes of meetings, resolutions and reports of its corporate organs together with its annual audited financial statements or any report in relation to the audit of its financial statements, as the case may be.

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.

The Agency may request that any communication 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 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.

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

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.

9.9 Statute of Limitations

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

9.10 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 it shall be not entitled to make any claim under article 1195 of the French Code civil.

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 NDAGIJIMANA, Minister

For the Agency:

Agence Française de Développement

Address: PCD Towers, KN 67 Street 2, Kigali, Rwanda, PO Box 3845

Telephone: +250 791 568 774

Attention: Country 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;
 - (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 (ii) of Clause 3.2.1(e) (Justification for Use of Advances).

Notwithstanding the above, the requirements of Clause 3.2.1 (j) (Retention of documents), clause 6.13 (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; the provisions of Clause 6.9.2 (Environmental and social (ES) complaints management) shall continue to have effect whilst any complaint lodged under the ES Complaints-Management Mechanism's Rules of Procedures is still being processed or monitored.

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 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, in Kigali, on February 18th, 2022.

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: Arthur Germond

Capacity: Country Director

Co-signatory: Antoine Anfré, Ambassadeur de France au 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> <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.
Advance(s)	has the meaning given to this term in Clause 3.2 (<i>Payment mechanisms</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> <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.
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.
Contractor(s)	means third party contractor(s) appointed by the Beneficiary to implemente 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 guarantee or the advance payment guarantee.
Deadline for Drawdown	means 31/12/2025, date after which no further Drawdown may occur.
Deadline for Use of Funds	means the expiration date of a six (6) 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 0 (Drawdown of Funds).
Eligible Expense(s)	means the expense(s) relating to the fundings 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.
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.
Expertise France	means l'Agence Française d'Expertise Technique Internationale, incorporated on January 1 st , 2015 under French law as an industrial and commercial public entity.
Final Audit Report	has the meaning given to this term in Clause 3.2.1 (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 "catégories désignées d'infractions" (http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommendations_GAFL.pdf)); <ul style="list-style-type: none"> – 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 is required to subscribe and maintain in connection with the implementation of the Project, in a form acceptable to the Agency.
Material Adverse Effect	means a material adverse effect on: <ul style="list-style-type: none"> – 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.
Office of 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.
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 3.2.1 (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 Final 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, 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.
Service(s)	means the studies and/or technical assistance as described in Schedule 2 - (<i>Project Description</i>).
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 30 th June 2026.
Visibility and Communication Guide	means all contractual provisions binding on the Beneficiary relating to the communication and visibility of projects financed supported by AFD - Level 1 "or" Communication guide by AFD and contained in the document entitled "Visibility guide for projects for projects supported by AFD - Level 2 "as the case may be, a copy of which has been given to the Beneficiary before the signing.
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 country's current political and economic issues – strategic opening to increased interaction with francophone nations, reviving the partnership between France and Rwanda – are reorienting the country's language policy. This new orientation was reinforced with the decision by the October 2018 Council of Ministers which called for French to be more widely used across all sectors (education, training and business), at the end of which the authorities placed francophonie and multilingualism at the core of the education policy.

The National Plan for the Teaching and Learning of French in Rwanda marks this change. It is part of a larger project called "Diagnostic assessment of the place of French in Rwanda and support for the creation of a national plan for the teaching of French" and is based on conclusions drawn from a situation analysis which was the first part of this project. It is also part of a partnership created between the OIF and the Government of Rwanda for the French teachers' mobility programme and relies on the creation of a national plan for French language classes and instruction in French. It is being developed while the Agence Française de Développement (AFD) is developing a programme the key interventions of which are presented as part of this Plan. This Plan for the teaching and learning of French covers the three levels of education, namely i) basic general education, ii) higher education (excluding technical and vocational education and training, or TVET), and iii) TVET (secondary and higher). It covers a period of four years (2021-2025) and must support Rwanda's short and medium term aspirations for transformation from an agrarian-based, low-income economy to a middle-income economy (2035), then to a high-income, knowledge- and service-based economy ("Vision 2050").

As part of this development strategy, the country aims to become a top destination for business tourism, a regional hub for conferences and, thus, a linguistic hub. The country aims to train multilingual citizens with qualifications, sufficient and appropriate skills to drive the continued social and economic transformation of the country

2. CONTENTS OF THE PROJECT

This Plan for the teaching and learning of French covers the three levels of education, namely i) basic general education, ii) higher education (excluding technical and vocational education and training, or TVET), and iii) TVET (secondary and higher). In this way the Plan works to improve the efficiency of the time spent studying French, meeting students' needs more directly by taking into account the learning context and the more specific and strategic opportunities for how French can help them particularly in meeting the needs of the labour market and in higher education fields of study.

The project is structured around four components:

1) Strengthening the French teachers' level of French proficiency

This axis lays out the milestones of a strategy for improving the French language proficiency of French teachers. The actions and activities included aim to address, in a short period of time (the implementation period of this Plan), the lack of qualification among the teachers. The work will include the development of a solid base of trainers who possess the tools to train teachers in FFL and French for Specific Objectives (FSO) teaching methods.

Also, to meet the relatively urgent need for improving the level of French of some of the French teachers, this body of work will include activities to improve their language level. To do this, a placement test will be used across the spectrum which will identify those with very low levels of French. This group of teachers will receive training from the pool of recently trained trainers.

The interventions will be differentiated by sub-sector, to wit the general education and professional tracks, since the education system governance structures are not the same.

In addition, taking into account the MINEDUC's priority given to the TTCs, a specific action is dedicated to the in-service training of the TTCs' French language trainers, with the main objective being the roll-out of the new curriculum at the classroom level.

In order to ensure continuity in the pedagogical support chain, this axis includes the creation of a corps of supervisors for the teaching of French as a foreign language since, for the time being, this link in the pedagogical support chain does not exist.

2) Strengthening the appeal of the French language & access to a renovated, action-oriented approach to teaching French

The planned strategies and interventions of this axis aim to create an enabling environment for the teaching and learning of French as a foreign language and to promote the teaching of French in general education.

The first effort will be focused on the development of a high-quality, innovative French language program of study. The project will also finance the development of resources and teaching materials with an emphasis on ensuring diversity of materials. It will contribute to the creation of Francophone environments in which to practice the language. The project will eventually focus on increasing the appeal of learning French by showing the impact that mastering a language can have on personal and professional development throughout communication actions.

3) Contributing to improved employability through French

The project will also lay on the groundwork for the teaching of French in higher education and TVET with a focus on the labour market integration of professionals. It aims to broaden and professionalise French language opportunities in higher education and TVET (Challenges 4 and 5). The first intervention supports the redesign of the programmes of study in science to focus on professionalisation. The second and third interventions aim to reduce the phenomenon of siloing of subjects and to open the offering in French up to a wider range of students, namely in STEM at both the university and TVET levels. The final action is for the higher levels of TVET and aims to develop a link with the employment sphere, as such a link does not exist at this time.

4) Coordinating and implementing the plan

The project will finance the coordination and monitoring of the French language development actions, with the end goal of better organising how it is taught. With the support of a technical assistant, the MINEDUC SPIU will carry out and monitor the implementation of the plan while ensuring consistency of the financing and interventions between the various stakeholders. The first action is to delve deeper into the challenges and needs of French, and languages in general, to provide input into the strategy for this work in the next Education Sector Plan. A second action is dedicated to the implementation modalities of the National Plan for the Teaching and Learning of French. A third action is for monitoring and evaluating the Plan. The project will contribute to ensuring gender equality in terms of access to the opportunity it provides: male and female teachers will benefit equitably from training opportunities. Other actions as described in Schedule 7 will be implemented with a view to contribute to Gender equality.

3. STAKEHOLDERS AND MODUS OPERANDI

MINEDUC will be responsible for the implementation of the entire plan, and each agency will be responsible for its activities. MINEDUC SPIU will ensure coordination with the various departments concerned, and deconcentrated entities. Among its main responsibilities, the MINEDUC SPIU will be

AFD's main interlocutor and will ensure the overall implementation and coordination of the Plan and the monitoring and evaluation of project indicators.

The project procedures, relating to circulation, programming and reporting, management and disbursements, will be described in the project procedure manual. AFD's directives will be applied in complementarity with national procurement procedures.

The other SPIUs must provide the necessary elements for monitoring the activities financed by the project, ensure the effective implementation of the activities of the Plan, and provide the necessary data for the monitoring and evaluation mechanisms of the project.

The project will be implemented accordingly to a provisional financing plan, which will be subject to regular adjustment. The programming and reporting documents, consolidated by the SPIU of MINEDUC, as well as the calls for tenders will be submitted to AFD non objection. The project will start with an inception phase of 6 months, during which the activities of the plan will be refined and the feasibility of their implementation challenged, with regard to the latest changes in educational policy. This period will give rise to an inception report, which will detail the activities financed by AFD as well as those supported by other TFPs.

A steering committee made up of representatives of the Planning Department, REB, RP, RTB, HEC, PTFs (AFD, OIF, and French Embassy) will be set up and will oversee the Plan. It will meet on the sidelines of the sectorial working group, to ensure gradual integration into the preparatory work for the next sectorial plan, within the framework of the ESSP.

As part of a start-up phase, the technical expert may in particular provide support for the preparation of the following documents: (i) a multi-year action plan, (ii) a multi-year budget, (iii) a procurement plan, (iv) a project procedures manual and (v) a monitoring-evaluation framework linked to the project logical framework. The validation of all of these documents by AFD will be a prerequisite for the effective implementation of the project. Finally, annual expenditure audits will be carried out by the Auditor General of Rwanda, on the basis of validated ToRs.

4. COST AND FINANCING

The Project will be financed by the Agency with a 6 M€ grant in total :

- As stipulated in Clause 2.1 of the Agreement, 5M euros will be granted directly to the Beneficiary under terms and conditions of this Agreement
- 1M€ are dedicated to the technical assistance which will be entrusted to Expertise France and managed under AFD direct project management in compliance with specific rules and regulations governing cooperations between Expertise France and AFD

5. MAIN EXPECTED IMPACTS

The project will:

- contribute to the training of more than 1000 teachers and develop a cohort of 416 trainers;
- develop and distribute teaching material and pedagogical resources at all level of the educative continuum;
- create a network of experimental schools that us renovated language teaching approach;
- support the creation of Francophone literacy environment and raise awareness in favour of French
- strengthen schemes to promote professional integration and employability throug french;
- structure a multi-stakeholder institutional framework that will facilitate the reinforcement of French learning and teaching in Rwanda;

The activities implemented will meet the needs of a diverse audience: schools students (primary and secondary schools), IPRC, TVET and university's students, teachers, trainers and professional branches (tourism). It will contribute to raise the quality of teaching in Rwandan educative system, bringing new methodologies, and be beneficial to the global plurilingual strategy of Rwandan government.

Schedule 3 - Financing Plan**PART I – INDICATIVE FINANCING PLAN**

Estimated project costs	Montant en millions d'euros	%
Component 1 : contribution to the implementation of the Plan for Teaching and Learning French	5	80
Component 2 : Technical Assistance	1	20
Total	6	

Planned financig plan	Montant en millions d'euros	%
AFD	6	60%
Co-funders		
- Rwanda	2,4	25%
- SCAC	0,5	5%
- autres (gap)	1	10%
Self-financing		
Reste à financer		
Total	10	100%

PART II - ELIGIBLE EXPENSES

Expenses eligible under AFD funding will be described in the annual workplan.

It could include:

- Expertise, workshop, training costs
- Mission and travels according to AFD's rules
- Equipment, training and pedagogical materials
- Banking fees if necessary
- Communication costs

PART III - NON-ELIGIBLE EXPENSES

Funds of the Grant will not finance:

- Running costs of MINEDUC educative institutions: schools, TVET, IPRC, universities (electricity, water, equipment maintenance, etc.)
- Regular payment of teachers' salaries and any salary of public servant
- Any tax relating to the Project

These expenses will be covered by the Republic of Rwanda.

PART IV – INDICATIVE DISBURSEMENTS PLAN

2021	2022	2023	2021-2023
0,5 M€	2,5 M€	2 M€	5 M€

Schedule 4 - Conditions Precedent

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

Decisions required pursuant to the legislation of the jurisdiction of the Beneficiary approving the terms of this Agreement and its execution and 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) Evidence of any filing or registration, submission or publication requirements of this Agreement and payment of any stamp duty, registration fees or similar duties in connection with this Agreement, as applicable;
- 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 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 confirmation of formal endorsement of the National Plan for teaching and learning French by the MINEDUC and the budget of the Plan
- 8) A provisional forecast of expenditure for the amount of the first Advance

PART III - CONDITIONS PRECEDENT TO THE SECOND DRAWDOWN

- 1) A provisional forecast of expenditure for the duration of the Project having received the Agency's no-objection.
- 2) A Procurement Plan, as defined in the Procurement Guidelines, having received the Agency's no-objection
- 3) The Operating Manual of the Project having received the Agency's no-objection
- 4) The recruitment of additional staff of the SPIU as planed in the Project;

PART IV - CONDITIONS PRECEDENT FOR ALL OTHER DRAWDOWNS

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 V - 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;

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

Indicator	Calculation and source	Values as of 1
To be determined	to be determined	to be determined

The project indicators will be determined at the beginning of the project on the basis of the provisional project logical framework below:

RESULTS		INDICATORS
CONTRIBUTE TO REVITALISING FRENCH IN THE RWANDAN EDUCATION SYSTEM		
French is taught according to FFL principles		A pool of resources and tools for FFL teaching are inventoried, centralised and available. All of the training offered is part of a capacity-building plan.
The actions and results of the Plan have contributed to the French language strategy of the next Sector Plan.		A mechanism for capitalisation is operational and approved. A strategy for the teaching of French is defined and approved for the next sector plan.
STRATEGIC AXIS 1 : STRENGTHEN THE FRENCH TEACHERS' LEVEL OF PROFICIENCY FOR TEACHING FRENCH		
Action 1.1	In-service training for primary and secondary education French teachers	
Result 1.1.1	The level of proficiency for all French teachers is ascertained.	Number of teachers having taken the placement test
Result 1.1.2	A group of trainers for FFL teaching in general education is set up in a network.	Number of trainers newly trained Establishment of a structured network around a community of practice
Result 1.1.3	The weakest general education teachers receive language proficiency support.	Number of teachers having received language proficiency support
Action 1.2	In-service training for TTC French trainers	
Result 1.2.1	The TTC trainers are trained in FFL methods.	Number of TTC trainers trained on FFL teaching methods
Action 1.3	Strengthen the pedagogical support chain	
Result 1.3.1	A core group of FFL supervisors is formed.	Professional standards are approved. Number of supervisors trained on pedagogical inspection
Action 1.4	Strengthen the skills of secondary and higher education level TVET French teachers	
Result 1.4.1	The language proficiency level of TVET teachers is assessed.	Number of teachers having taken the placement test
Result 1.4.2	A core group of FFL/FSO teaching methods trainers in TVET is set up.	Number of trainers newly trained A network built around a community of practice is established.
Result 1.4.3	The weakest teachers receive language training.	Number of teachers having received language proficiency support
Action 1.5	Redesign the pre-service training for secondary school French teachers and TTC trainers	

Result 1.5.1	Pre-service training for secondary teachers and TTC trainers is revised.	The Education/Languages programmes are revised and approved. A system for conducting action research is established in the CE.
STRATEGIC AXIS 2: STRENGTHEN THE APPEAL OF THE FRENCH LANGUAGE & ACCESS TO A RENOVATED, ACTION-ORIENTED APPROACH TO TEACHING FRENCH		
Action 2.1	Establish a network of experimental schools offering a renovated approach to teaching French	
Result 2.1.1	Rwanda has a network of experimental schools offering a renovated approach to teaching French.	Number of pilot schools identified Specifications for participating schools are developed and approved.
Action 2.2	Develop and distribute teaching materials and pedagogical resources adapted to the teaching of FFL	
Result 2.2.1	New pedagogical resources and teaching methods are developed and made available to teachers.	A French section is created for the REB, RTB and RP e-learning platforms. The REB platform includes new resources in the form of radio series or video clips. Student/teacher ratio for TTC "Made in Rwanda" booklets
Result 2.2.2	Francophone literacy spaces are created at the school level.	Number of schools with resource centres Number of schools offering extra-curricular activities
Action 2.3	Support the creation of francophone literacy environments	
Result 2.3.1	Physical spaces for reading and documentation are created.	
Result 2.3.2	Support to the implementation of extracurricular activities	
Action 2.4	Launch Awareness campaigns on French	
Result 2.4.1	Awareness campaigns for the promotion of French are undertaken.	Number of promotional events organised Number of communication campaigns undertaken
STRATEGIC AXIS 3 : ENHANCE EMPLOYABILITY THROUGH FRENCH		
Action 3.1	Professionalise the human, social and economic sciences programmes of study	
Result 3.1.1	The human, social and economic sciences programmes of study are professionalised.	The number of dual specialisation diplomas Course outlines are revised in their entirety and approved.
Action 3.2	Open French to new professional opportunities at the university level	
Result 3.2.1	The University of Rwanda language centre is strengthened and offers French courses to students from all programmes.	The CLE course outlines are revised and approved. Number of students taking French in the CLE. Number of STEM students taking French
Action 3.3	Strengthen and expand the role of French in TVET	
Result 3.3.1	A language centre is created in an IPRC.	Number of students coming to the language centre Number of tourism students coming to the language centre
Action 3.4	Develop relationships in professional contexts	

Result 3.4.1	Professionals come to the IPRC language centre.	Number of persons from the professional employment sphere coming to the language centre
Result 3.4.2	The language centre offers services to labour market actors.	A selection of services for professionals from two priority sectors is identified, developed and approved.
		Number of services performed
STRATEGIC AXIS 4: COORDINATE AND IMPLEMENT THE PLAN		
Action 4.1	Data collection on the teaching of French	
Result 4.1.1	A bank of data on the teaching of French and the needs for French is available.	A study is conducted on the need for French in the labour market.
		New monitoring indicators for language instruction are identified and integrated into the system governance function.
Action 4.2	Implementation modalities for the Plan	
Result 4.2.1	The Plan includes the roles and responsibilities for the coordination and implementation of the Plan.	Stakeholders take ownership of the Plan and participate in meetings.
		Technical assistance is recruited to support the MINEDUC in the coordination of activities.
Action 4.3	Monitoring and Evaluation	
Result 4.3.1	The plan includes a monitoring and evaluation mechanism.	An inception report is produced six months after the launching of the Plan.
		Semi-annual and annual technical and financial reports are produced.

***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 ".

Schedule 7 - Gender Action Plan

The Beneficiary undertakes to implement the following actions and to report on them in the semi-annual report :

ACTION	ACTIVITIES	RESPONSIBLE	TIMEFRAME	MEAN VERIFICATION	of
STRATEGIC AXIS 1 : STRENGTHEN THE FRENCH TEACHERS' LEVEL OF FRENCH PROFICIENCY					
Action 1.1 In-service training for primary and general secondary level French teachers	All produced and translated training support will be reviewed to include a Gender lense and avoid Gender stereotypes	Gender Focal Points from REB, RP RTB	All along the project implementation	Terms of Reference for the activity Annual report	
Action 1.2 In-service training of TTC French trainers	Training and other pedagogical resources will include sensitization messages on Gender equality, and Sexual and reproductive services and rights	Gender Focal Points from REB, RP RTB	All along the project implementation	Terms of Reference for the activity Annual report	
Action 1.3 Strengthen the pedagogical support chain	Gender sensitive Teacher training pack is translated into French	REB, RTB, RP	First year of project	Final product	
Action 1.4 Strengthen the skills of secondary and higher education level TVET French teachers	Gender sensitive Teacher training pack is used in all teachers and trainers training	REB, RTB, RP	First year of project implementation and throughout the project	Terms of Reference for the activity Annual report	
Action 1.5 Redesign of the pre-service training for secondary school French teachers and					
STRATEGIC AXIS 2 : STRENGTHEN THE APPEAL OF THE FRENCH LANGUAGE & ACCESS TO A RENOVATED, ACTION-ORIENTED APPROACH TO TEACHING FRENCH					
Action 2.2 Develop and distribute learning and teaching materials adapted to the teaching of French as a foreign language	Pedagogical resources translated or created will include sensitization messages on Gender equality, and Sexual and reproductive services and rights	Gender Focal Points from REB, RP RTB	All along the project implementation	Terms of Reference for the activity Annual report	
Action 2.4 Conduct awareness campaigns about the French language	Communication actions to enhance the role of French in academic and professional paths will showcase male and	REB, RTB, RP, UR	All along the project implementation	Terms of Reference for the activity Annual report	

	female role models, with a view to encourage girls's access to upper levels of education.				
STRATEGIC AXIS 4 : COORDINATE AND IMPLEMENT THE PLAN					
4.3 Monitoring and Evaluation of the Plan	The logframe and indicators used for the monitoring and evaluation of the project will systematically include gender disaggregated data.	MINEDUC / SPIU with inputs from all entities	All along the project implementation Baselines to be established during the inception phase	Annual Indicators report	

Schedule 8 - Transaction information notice

OBJECTIVES

The country's current political and economic issues – strategic opening to increased interaction with francophone nations, reviving the partnership between France and Rwanda – are reorienting the country's language policy. This new orientation was reinforced with the decision by the October 2018 Council of Ministers which called for French to be more widely used across all sectors (education, training and business), at the end of which the authorities placed francophonie and multilingualism at the core of the education policy.

The National Plan for the Teaching and Learning of French in Rwanda marks this change. It is part of a larger project called "Diagnostic assessment of the place of French in Rwanda and support for the creation of a national plan for the teaching of French" and is based on conclusions drawn from a situation analysis which was the first part of this project. It is also part of a partnership created between the OIF and the Government of Rwanda for the French teachers' mobility programme and relies on the creation of a national plan for French language classes and instruction in French. It is being developed while the Agence Française de Développement (AFD) is developing a programme the key interventions of which are presented as part of this Plan.

This Plan for the teaching and learning of French covers the three levels of education, namely i) basic general education, ii) higher education (excluding technical and vocational education and training, or TVET), and iii) TVET (secondary and higher). It covers a period of four years (2021-2025) and must support Rwanda's short and medium term aspirations for transformation from an agrarian-based, low-income economy to a middle-income economy (2035), then to a high-income, knowledge- and service-based economy ("Vision 2050").

As part of this development strategy, the country aims to become a top destination for business tourism, a regional hub for conferences and, thus, a linguistic hub. The country aims to train multilingual citizens with qualifications, sufficient and appropriate skills to drive the continued social and economic transformation of the country

CONTENTS OF THE PROJECT

This Plan for the teaching and learning of French covers the three levels of education, namely i) basic general education, ii) higher education (excluding technical and vocational education and training, or TVET), and iii) TVET (secondary and higher).

In this way the Plan works to improve the efficiency of the time spent studying French, meeting students' needs more directly by taking into account the learning context and the more specific and strategic opportunities for how French can help them particularly in meeting the needs of the labour market and in higher education fields of study.

The Plan is structured around four components:

- 5) Strengthening the French teachers' level of French proficiency;
- 6) Strengthening the appeal of the French language & access to a renovated, action-oriented approach to teaching French
- 7) Contributing to improved employability through French
- 8) Coordinating and implementing the plan

The project will finance the coordination and monitoring of the French language development actions, with the end goal of better organising how it is taught. With the support of a technical assistant, the MINEDUC SPIU will carry out and monitor the implementation of the plan while ensuring consistency of the financing and interventions between the various stakeholders.

STAKEHOLDERS AND MODUS OPERANDI

MINEDUC will be responsible for the implementation of the entire plan, and each agency will be responsible for its activities. MINEDUC SPIU will ensure coordination with the various departments concerned, and deconcentrated entities.

A steering committee made up of representatives of the Planning Department, REB, RP, RTB, HEC, PTFs (AFD, OIF, and French Embassy) will be set up and will oversee the Plan. It will meet on the sidelines of the sectorial working group, to ensure gradual integration into the preparatory work for the next sectorial plan, within the framework of the ESSP.

COST AND FINANCING

The project will be funded by a 6 M€ grant. 1M€ will be devoted to the technical assistance which will be entrusted to Expertise France and managed under AFD direct project management.

MAIN EXPECTED IMPACTS

The project will:

- contribute to the training of more than 1000 teachers and develop a cohort of 416 trainers;
- develop and distribute teaching material and pedagogical resources at all level of the educative continuum;
- create a network of experimental schools that us renovated language teaching approach;
- support the creation of Francophone literacy environment and raise awareness in favour of French
- strengthen schemes to promote professional integration and employability through french;
- structure a multi-stakeholder institutional framework that will facilitate the reinforcement of French learning and teaching in Rwanda;

The activities implemented will meet the needs of a diverse audience: schools students (primary and secondary schools), IPRC, TVET and university's students, teachers, trainers and professional branches (tourism). It will contribute to raise the quality of teaching in Rwandan educative system, bringing new methodologies, and be beneficial to the global plurilingual strategy of Rwandan government.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 036/01 ryo ku wa 16/05/2022 ryemeza burundu Amasezerano y'impano hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'impano ingana na miliyoni eshanu z'Amayero (5.000.000 EUR) igenewe gahunda y'Igihugu yo kwigisha no kwiga ururimi rw'Igifaransa, yashyiriweho umukono i Kigali mu Rwanda, ku wa 18 Gashyantare 2022</p>	<p>Seen to be annexed to Presidential Order n° 036/01 of 16/05/2022 ratifying the Grant Financing Agreement between the Agence Française de Développement and the Republic of Rwanda, relating to the grant of five million Euros (EUR 5,000,000) for the National Plan for Teaching and Learning French, signed at Kigali, Rwanda, on 18 February 2022</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 036/01 du 16/05/2022 ratifiant l'Accord de don entre l'Agence Française de Développement et la République du Rwanda, relatif au don de cinq millions d'Euros (5.000.000 EUR) pour le plan national de l'enseignement et l'apprentissage du français, signé à Kigali, au Rwanda, le 18 février 2022</p>
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Kigali, 16/05/2022

(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)

Dr UGIRASHEBUJA Emmanuel

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 MINISITIRI W'INTEBE N° 006/03 RYO KU WA 16/05/2022 RISHYIRAHU ABAYOBOZI</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Ishyirwaho</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRIME MINISTER'S ORDER N° 006/03 OF 16/05/2022 APPOINTING OFFICIALS</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Appointment</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Repealing provision</p> <p><u>Article 4:</u> Commencement</p>	<p>ARRÊTÉ DU PREMIER MINISTRE N° 006/03 DU 16/05/2022 PORTANT NOMINATION DES CADRES</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Nomination</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p><u>Article 4:</u> Entrée en vigueur</p>
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<p>ITEKA RYA MINISITIRI W'INTEBE N° 006/03 RYO KU WA 16/05/2022 RISHYIRAHU ABAYOBOZI</p> <p>Minisitiri w'Intebe;</p> <p>Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 119, iya 120, iya 122 n'iya 176;</p> <p>Ashingiye ku Itegeko n° 017/2020 ryo ku wa 07/10/2020 rishyiraho sitati rusange igenga abakozi ba Leta, cyane cyane mu ngingo yaryo ya 8;</p> <p>Bisabwe na Minisitiri w'Abakozi ba Leta n'Umurimo;</p> <p>Inama y'Abaminisitiri yateranye ku wa 19/02/2021, imaze kubisuzuma no kubyemeza;</p> <p>ATEGETSE:</p> <p><u>Ingingo ya mbere:</u> Ishyirwaho</p> <p>Abantu bakurikira bagizwe Abayobozi ku buryo bukurikira:</p>	<p>PRIME MINISTER'S ORDER N° 006/03 OF 16/05/2022 APPOINTING OFFICIALS</p> <p>Prime Minister;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 119, 120, 122 and 176;</p> <p>Pursuant to Law n° 017/2020 of 07/10/2020 establishing the general statute governing public servants, especially in Article 8;</p> <p>On proposal by the Minister of Public Service and Labour;</p> <p>After consideration and approval by the Cabinet, in its meeting of 19/02/2021;</p> <p>ORDERS:</p> <p><u>Article One:</u> Appointment</p> <p>The following persons are appointed Officials as follows:</p>	<p>ARRÊTÉ DU PREMIER MINISTRE N° 006/03 DU 16/05/2022 PORTANT NOMINATION DES CADRES</p> <p>Premier Ministre;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 119, 120, 122 et 176;</p> <p>Vu la Loi n° 017/2020 du 07/10/2020 portant statut général régissant les agents de l'État, spécialement en son article 8;</p> <p>Sur proposition du Ministre de la Fonction Publique et du Travail;</p> <p>Après examen et adoption par le Conseil des Ministres, en sa séance du 19/02/2021;</p> <p>ARRÊTE:</p> <p><u>Article premier:</u> Nomination</p> <p>Les personnes suivantes sont nommées des Cadres comme suit:</p>
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1° Bwana GATABAZI Pascal, <i>Chief Technical Advisor</i> muri Minisiteri y'Uburezi;	1° Mr GATABAZI Pascal, Chief Technical Advisor in the Ministry of Education;	1° M. GATABAZI Pascal, <i>Chief Technical Advisor</i> au sein du Ministère de l'Éducation;
2° Bwana NSENGIYAREMYE Christophe, <i>Director General of Education Sector Planning, Monitoring and Evaluation</i> muri Minisiteri y'Uburezi;	2° Mr NSENGIYAREMYE Christophe, Director General of Education Sector Planning, Monitoring and Evaluation in the Ministry of Education;	2° M. NSENGIYAREMYE Christophe, <i>Director General of Education Sector Planning, Monitoring and Evaluation</i> au sein du Ministère de l'Éducation;
3° Madamu BAGUMA Rose, <i>Director General of Education Policy and Analysis</i> muri Minisiteri y'Uburezi,	3° Ms BAGUMA Rose Director General of Education Policy and Analysis in the Ministry of Education;	3° Mme BAGUMA Rose, <i>Director General of Education Policy and Analysis</i> au sein du Ministère de l'Éducation;
4° Bwana BYUKUSENGE Jimmy Christian, <i>Director General of Corporate Services</i> muri Minisiteri y'Uburezi;	4° Mr BYUKUSENGE Jimmy Christian, Director General of Corporate Services in the Ministry of Education;	4° M. BYUKUSENGE Jimmy Christian, <i>Director General of Corporate Services</i> au sein du Ministère de l'Éducation;
5° Bwana NIYONGABO Eric, <i>Advisor to the Minister of State in charge of ICT and TVET</i> muri Minisiteri y'Uburezi;	5° Mr NIYONGABO Eric, Advisor to the Minister of State in charge of ICT and TVET in the Ministry of Education;	5° M. NIYONGABO Eric, <i>Advisor to the Minister of State in charge of ICT and TVET</i> au sein du Ministère de l'Éducation;
6° Bwana KAVUTSE Vianney Augustine, <i>Head of Basic Education and TVET Quality Assurance Department</i> mu Kigo cy'Igihugu gishinzwe Ibizamini n'Ubugenzuzi bw'Amashuri (NESA);	6° Mr KAVUTSE Vianney Augustine, Head of Basic Education and TVET Quality Assurance Department in National Examination and School Inspection Authority (NESA);	6° M. KAVUTSE Vianney Augustine, <i>Head of Basic Education and TVET Quality Assurance Department</i> au sein de l'Office National des Examens et d'Inspection des Écoles (NESA);

<p>7° Madamu BONEZA Angelique, <i>Division Manager of Basic Education and TVET Quality Standards</i> mu Kigo cy'Igihugu gishinzwe Ibizamini n'Ubugenzuzi bw'Amashuri (NESA);</p> <p>8° Bwana NTAWUKURIRYAYO Mugenzi Leon, <i>Head of Teacher Development, Management, Career Guidance and Counselling Department</i> mu Rwego rw'Igihugu rushinzwe Uburezi bw'Ibanze (REB);</p> <p>9° Madamu UWAMAHORO Solange, <i>Head of Training Management Department</i> mu Rwego rw'Igihugu rushinzwe Imyigishirize y'Imyuga n'Ubumenyigiro (RTB);</p> <p>10° Bwana RWAMASIRABO Aimable, <i>Head of Curriculum and Instructional Materials Development Department</i> mu Rwego rw'Igihugu rushinzwe Imyigishirize y'Imyuga n'Ubumenyigiro (RTB);</p> <p>11° Bwana INGABIRE Dominique, <i>Principal of Karongi College</i> mu Ishuri Rikuru ry'u Rwanda ry'Imyuga n'Ubumenyigiro (RP);</p>	<p>7° Ms BONEZA Angelique, Division Manager of Basic Education and TVET Quality Standards in National Examination and School Inspection Authority (NESA);</p> <p>8° Mr NTAWUKURIRYAYO Mugenzi Leon, Head of Teacher Development, Management, Career Guidance and Counselling Department in Rwanda Basic Education Board (REB);</p> <p>9° Ms UWAMAHORO Solange, Head of Training Management Department in Rwanda Technical and Vocational Education and Training Board (RTB);</p> <p>10° Mr RWAMASIRABO Aimable, Head of Curriculum and Instructional Materials Development Department in Rwanda Technical and Vocational Education and Training Board (RTB);</p> <p>11° Mr INGABIRE Dominique, Principal of Karongi College in Rwanda Polytechnic Higher Learning Institution (RP);</p>	<p>7° Mme BONEZA Angelique, <i>Division Manager of Basic Education and TVET Quality Standards</i> au sein de l'Office National des Examens et d'Inspection des Écoles (NESA);</p> <p>8° M. NTAWUKURIRYAYO Mugenzi Leon, <i>Head of Teacher Development, Management, Career Guidance and Counselling Department</i> au sein de l'Office Rwandais chargé de l'Éducation de Base (REB);</p> <p>9° Mme UWAMAHORO Solange, <i>Head of Training Management Department</i> au sein de l'Organe Rwandais de l'Éducation et de la Formation Technique et Professionnelle (RTB);</p> <p>10° M. RWAMASIRABO Aimable, <i>Head of Curriculum and Instructional Materials Development Department</i> au sein de l'Organe Rwandais de l'Éducation et de la Formation Technique et Professionnelle (RTB);</p> <p>11° M. INGABIRE Dominique, <i>Principal of Karongi College</i> au sein de l'Institution d'Enseignement Supérieur Polytechnique du Rwanda (RP);</p>
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<p>12°Bwana MANIRAMBONA Leonard, <i>Deputy Principal in charge of Academics and Training of Karongi College</i> mu Ishuri Rikuru ry'u Rwanda ry'Imyuga n'Ubumenyigiro (RP).</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w'Abakozi ba Leta n'Umurimo na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka</p> <p>Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangirijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda. Agaciro karyo gahera ku wa 19/02/2021.</p>	<p>12°Mr MANIRAMBONA Leonard, Deputy Principal in charge of Academics and Training of Karongi College in Rwanda Polytechnic Higher Learning Institution (RP).</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Minister of Public Service and Labour and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Repealing provision</p> <p>All prior provisions contrary to this Order are repealed.</p> <p><u>Article 4:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda. It takes effect as of 19/02/2021.</p>	<p>12°M. MANIRAMBONA Leonard, <i>Deputy Principal in charge of Academics and Training of Karongi College</i> au sein de l'Institution d'Enseignement Supérieur Polytechnique du Rwanda (RP).</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p>Le Ministre de la Fonction Publique et du Travail et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p> <p><u>Article 4:</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. Il sort ses effets à partir du 19/02/2021.</p>
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Kigali, 16/05/2022

(sé)

Dr NGIRENTE Edouard

Minisitiri w'Intebe

Prime Minister

Premier Ministre

(sé)

Dr MUJAWAMARIYA Jeanne d'Arc

Minisitiri w'Ibidukikije

Minister of Environment

Ministre de l'Environnement

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

Seen and sealed with the Seal of the Republic:

Vu et scellé du Sceau de la République :

(sé)

Dr UGIRASHEBUJA Emmanuel

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 MINISITIRI W'INTEBE N° 007/03 RYO KU WA 16/05/2022 RIVANA UBUTAKA MU MUTUNGO RUSANGE WA LETA RIKABUSHYIRA MU MUTUNGO BWITE WA LETA</p>	<p>PRIME MINISTER ORDER N° 007/03 OF 16/05/2022 TRANSFERRING LAND FROM THE STATE PUBLIC DOMAIN TO THE STATE PRIVATE DOMAIN</p>	<p>ARRÊTÉ DU PREMIER MINISTRE N° 007/03 DU 16/05/2022 PORTANT DÉSAFFECTATION D'UNE TERRE DU DOMAINE PUBLIC DE L'ÉTAT AU DOMAINE PRIVÉ DE L'ÉTAT</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> Ivanwa mu mutungo rusange</p>	<p><u>Article One:</u> Transfer from the public domain</p>	<p><u>Article premier:</u> Désaffectation du domaine public</p>
<p><u>Ingingo ya 2:</u> Ushinzwe gushyira mu bikorwa iri teka</p>	<p><u>Article 2:</u> Authority responsible for the implementation of this Order</p>	<p><u>Article 2:</u> Autorité chargée de l'exécution du présent arrêté</p>
<p><u>Ingingo ya 3:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka</p>	<p><u>Article 3:</u> Repealing provision</p>	<p><u>Article 3:</u> Disposition abrogatoire</p>
<p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p><u>Article 4:</u> Commencement</p>	<p><u>Article 4:</u> Entrée en vigueur</p>

<p>ITEKA RYA MINISITIRI W'INTEBE N° 007/03 RYO KU WA 16/05/2022 RIVANA UBUTAKA MU MUTUNGO RUSANGE WA LETA RIKABUSHYIRA MU MUTUNGO BWITE WA LETA</p> <p>Minisitiri w'Intebe;</p> <p>Ashingiye ku Itegeko Nshinga rya Repuburika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 44, iya 119, iya 120, iya 122 n'iya 176;</p> <p>Ashingiye ku Itegeko n° 27/2021 ryo ku wa 10/06/2021 rigenga ubutaka, cyane cyane mu ngingo yaryo ya 31;</p> <p>Bisabwe na Minisitiri w'Ibidukikije;</p> <p>Inama y'Abaminisitiri yateranye ku wa 09/04/2022 imaze kubisuzuma no kubyemeza;</p> <p>ATEGETSE:</p>	<p>PRIME MINISTER ORDER N° 007/03 OF 16/05/2022 TRANSFERRING LAND FROM THE STATE PUBLIC DOMAIN TO THE STATE PRIVATE DOMAIN</p> <p>The Prime Minister;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 44, 119, 120, 122 and 176;</p> <p>Pursuant to Law n° 27/2021 of 10/06/2021 governing land, especially in Article 31;</p> <p>On proposal by the Minister of Environment;</p> <p>After consideration and approval by the Cabinet, in its meeting of 09/04/2022;</p> <p>ORDERS:</p>	<p>ARRÊTÉ DU PREMIER MINISTRE N° 007/03 DU 16/05/2022 PORTANT DÉSAFFECTATION D'UNE TERRE DU DOMAINE PUBLIC DE L'ÉTAT AU DOMAINE PRIVÉ DE L'ÉTAT</p> <p>Le Premier Ministre;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 44, 119, 120, 122 et 176;</p> <p>Vu la Loi n° 27/2021 du 10/06/2021 portant régime foncier, spécialement en son article 31;</p> <p>Sur Proposition du Ministre de l'Environnement ;</p> <p>Après examen et adoption par le Conseil des Ministres, en sa séance du 09/04/2022</p> <p>ARRÊTE:</p>
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<p><u>Ingingo ya mbere:</u> Ivanwa mu mutungo rusange</p> <p>Ubutaka buri mu kibanza n° UPI: 4/04/03/04/7060, bungana na metero kare igihumbi magana atandatu mirongo itanu n’umunani (m² 1.658), buherereye mu Mudugudu wa Kidaho, Akagari ka Kagitega, Umurenge wa Cyanika, Akarere ka Burera, Intara y’Amajyaruguru, buvanywe mu mutungo rusange wa Leta, bushyizwe mu mutungo bwite wayo.</p> <p><u>Ingingo ya 2:</u> Ushinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w’Ibidukikije ashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry’ingingo zinyuranyije n’iri teka</p> <p>Ingingo zose z’amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.</p> <p><u>Ingingo ya 4:</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 One:</u> Transfer from the public domain</p> <p>The land in plot n° UPI: 4/04/03/04/7060, with surface of one thousand six hundred fifty-eight square meters (1,658 sqm) located in Kidaho Village, Kagitega Cell, Cyanika Sector, Burera District, Northern Province is transferred from the State public domain to its private domain.</p> <p><u>Article 2:</u> Authority responsible for the implementation of this Order</p> <p>The Minister of Environment is entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Repealing provision</p> <p>All prior provisions contrary to this Order are repealed.</p> <p><u>Article 4:</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 premier:</u> Désaffectation du domaine public</p> <p>La terre se trouvant dans la parcelle n° UPI: 4/04/03/04/7060, qui a une superficie de mille six cent cinquante huit mètres carrés (1.658 m²), située dans le Village de Kidaho, Cellule de Kagitega, Secteur de Cyanika, District de Burera, Province du Nord est désaffectée du domaine public de l’État à son domaine privé.</p> <p><u>Article 2:</u> Autorité chargée de l’exécution du présent arrêté</p> <p>Le Ministre de l’Environnement est chargé de l’exécution du présent arrêté.</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p> <p><u>Article 4:</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, 16/05/2022

(sé)

Dr NGIRENTE Edouard

Minisitiri w'Intebe

Prime Minister

Premier Ministre

(sé)

Dr MUJAWAMARIYA Jeanne d'Arc

Minisitiri w'Ibidukikije

Minister of Environment

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Bibonywe kandi bishyizweho Ikirango cya Repubulika:

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Minister of Justice and Attorney General

Ministre de la Justice et Garde des Sceaux