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MINISTERIAL ORDER N° 05/RURA/05 OF 05/10/2005 GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY RWANDATEL S.A.

The Minister of Infrastructure,

Given the Constitution of the Republic of Rwanda of June 4th 2003, as amended to date, especially in its articles 120, 121 and 201;

Given Law n° 39/2001 of September 13th 2001 establishing the Rwanda Utilities Regulatory Agency, especially in its article 1;

Given Law n° 44/2001 of November 30th 2001 governing telecommunications, especially in its article 5;

Given Presidential Order n° 04/01 of March 15th 2004 determining specific duties of the Regulatory Board in telecommunication matters, especially in its article 4;

Given Ministerial Decree n° 03/RURA/05 of 14/07/2005 determining fees for radio communications licenses;

On proposal by the Regulatory Board;

After consideration and approval by Cabinet meeting in its session of October 5th 2005;

ORDERS:

Article one:

Pursuant to article 5 of the Law n° 44/2001 governing telecommunications, the here present Order is related to the granting of an individual fixed network telecommunications license to the company RWANDATEL S.A.

Article 2:

An individual license is granted to the company RWANDATEL S.A. in order to install and operate a network for fixed telephony and to provide telecommunication services whose respective specifications are determined in annexes of the present Order.

Article 3:

All previous provisions contrary to this Order are hereby repealed.

Article 4:

This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Done at Kigali, on 05/10/2005

The Minister of Infrastructure
BIZIMANA Evariste
(sé)

Sean and sealed with the Seal of the Republic:

The Minister of Justice
MUKABAGWIZA Edda
(sé)

**ANNEX TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005 GRANTING AN
INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY
RWANDATEL S.A.**

REPUBLIC OF RWANDA

RWANDATEL PUBLIC FIXED TELEPHONE NETWORK LICENSE

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RECITALS

Whereas, pursuant to Article 5 of the Telecommunications Law, an organization which wishes to install a Telecommunications Network and/or provide a Telecommunications Service within, to or from the Republic of Rwanda must, *inter alia*, first obtain a Telecommunications license.

Whereas the Licensee, having been granted a concession under the provisions of Law N°8/92 of 19 November, 1992, will be granted a license to operate a fixed-line Telecommunications Network and provide Telecommunications Services thereon within, to and from the Republic of Rwanda, pursuant to Article 71 of the Telecommunications Law.

Whereas the Licensor, as the competent authority, is empowered under Article 5 of the Telecommunications Law to issue individual Telecommunications licenses, on advice from the Regulatory Board.

Whereas the Licensor shall at any time act on an open, objective and non-discriminatory basis as regards the Licensee and other Operators.

And whereas the Licensor, acting on the advice of the Regulatory Board, has decided to grant the license as required by the Telecommunications Law.

Now, therefore, the Licensor, acting in accordance with the provisions of the Telecommunications Law, and bearing in mind in particular that, pursuant to Article 5 of said Telecommunications Law, licenses granted to Dominant Organizations are subject to more onerous conditions than those granted to other organizations, hereby grants the License to the Licensee, on the terms and conditions specified herein.

CHAPTER ONE : GENERAL PROVISIONS

INTERPRETATION

In this License, the following capitalized terms shall have the following meanings:

"Affiliate" means any entity directly or indirectly Controlling, Controlled by, or under common Control with, the Licensee;

"Agency Law" means Law n° 39/2001 of 13 September 2001 establishing an Agency for the regulation of certain public utilities;

"Attachment" means any documents attached to the License. Such documents shall be deemed to form an integral part of the License;

"Call Drop Rate" means the probability that a call will be interrupted prematurely, it being understood that a call is interrupted where there is any link degradation rendering the call impossible for a period of time greater than ten (10) seconds;

"Carrier Selection" means a facility whereby Subscribers through dialing an access code prefix on a call-by-call basis can choose certain categories of publicly available telephone service to be carried by a selected Operator

"Concert" means the concluding of an agreement with a view to acquiring or assigning voting rights or Control or with a view to exercising voting rights or Control in order to implement a common policy with regard to the company

"Control" means the ownership of more than fifty per cent (50%) of the share capital and/or voting rights of the entity in question and/or the ability to direct in practice the business of such entity whether by ownership, contract or otherwise. The terms "Controlling" and "Controlled" shall have corresponding meanings;

"Directory" means, in relation to a Public Telecommunication Service, a list that contains the names, addresses and numbers of persons who may be contacted by means of that service;

"Dominant Organization" means, except where the law or regulations provide otherwise, any Operator designated as a Dominant Organization, by the Regulatory Board in accordance with Article 49 of the Agency Law;

"Effective Date" means the date of issue of the License by the Licensor pursuant to the relevant law and regulations;

"Fixed Telephony Service" means any two-way real-time voice transport service provided to the general public by means of a fixed telephone network or fixed telephone networks, enabling any User having equipment connected to a terminal point to communicate with another terminal point;

"Force Majeure" means any event or happening which is unforeseeable, irresistible and beyond the control of the Licensee and which causes the Licensee to not be able to comply with the obligations contained in this License terms and conditions in a timely manner. Cases of Force Majeure may include (i) acts of God or of public enemy, (ii) war or war-like operations, (iii) civil war or commotion, (iv) mobilizations or military call-up, and (v) acts of a similar nature: revolution, rebellions, sabotage, and insurrections or riots, blockades, embargoes, strikes, restrictions or limitations of materials or services necessary to provide the services covered under this License terms and conditions ; fire, floods, epidemics, earthquakes, landslides, or slides of other materials, storms unworkable weather, other adverse climatological conditions;

"Frequency License" means the license issued to the Licensee under Article 33 of the Telecommunications Law and attached hereto as Attachment B;

"Gross Revenues" means gross revenues made from the provision of the Licensed Services and the operation of the Licensed Network, net of any Regulatory Agency approved payments made to other Operators for Interconnection or similar services;

"ITU" means the International Telecommunication Union;

"Interconnection" means the reciprocal services (but not necessarily the same services) offered by two Operators providing a Public Telecommunications Service in order to allow Users to communicate freely amongst themselves, regardless of the Telecommunications Networks to which they are connected or the Telecommunications Services they use;

"International Gateway" means telecommunications equipment, hardware and software enabling the transmission of telecommunications signals to and from the Licensed Territory;

"Leased Lines" means the Telecommunications facilities which provide for transparent transmission capacity between Network Termination Points and which do not include on-demand switching (being, switching functions which the User can control as part of the leased line provision) but which may include systems which allow flexible use of the leased line bandwidth including certain routing and management capabilities;

"License" means the present individual license, including its Attachments, under which the Licensee is entitled to install and operate the Licensed Network and provide the Licensed Services within the Licensed Territory;

"Licensed Network" has the meaning ascribed to it in Article 3 hereafter;

"Licensed Services" has the meaning ascribed to it in Article 3 hereafter;

"Licensed Territory" means the Republic of Rwanda, including its territorial waters and airspace, its airports, and any free trade zones;

"Licensee" means the Operator to whom the License is granted, as specified in Attachment A;

"Licensor" means the public entity who grants the License to the Licensee;

"Network Termination Point" means the physical point at which a User can make physical and logical connection with a Telecommunications Network and includes its technical access specification;

“Number Portability” means a facility whereby Subscribers who so request can retain their number on the fixed Public Telecommunications Network independent of the organization providing service;

"Operator" means a Telecommunications Network operator licensed under Article 5 of the Telecommunications Law or whose activities are exempt from licensing requirements pursuant to Article 10 of the Telecommunications Law;

"Provider" means a Telecommunications Service provider licensed under Article 5 of the Telecommunications Law or whose activities are exempt from licensing requirements pursuant to Article 10 of the Telecommunications Law;

“Public Emergency Call Service” means a Telecommunications Service by means of which any member of the public may, at any time, communicate as swiftly as practicable with any emergency organization for the purposes of notifying them of an emergency;

“Public Payphone” means a telephone in a public place which is available for use by the general public using coins and/or credit or debit cards and/or prepayment cards, and which is provided by a Public Telecommunications Network Operator as part of an individual license;

“Public Telecommunications Network” means a Telecommunications Network that is open to the public;

“Public Telecommunications Service” means a Telecommunications Service provided on a Public Telecommunications Network;

“Regulatory Agency” means the public autonomous body created by the law n°39/2001 of 13 September 2001, establishing an agency for the regulation of public utilities;

"Regulatory Board" means the overall national regulating organ of the Regulatory Agency;

"Subscriber" means any individual or organization authorized contractually by the Licensee to initiate and/or receive communications via the Licensed Network in exchange for monetary consideration, and who has been connected for at least ten (10) days;

“Telecommunications” means any transmission, emission or reception of signs, signals, writing, images and sounds or intelligence of any nature, by wire, radio, optical or other electromagnetic means;

"Telecommunications Law" means Law n°44/2001 of 30 November 2001 governing Telecommunications;

“Telecommunications Network” means the technical equipment or systems utilized for Telecommunications purposes;

“Telecommunications Service” means a service whose provision consists wholly or partly in the transmission and/or routing of signals on Telecommunications Networks but excluding radio and television broadcasting;

“Terminal Equipment” means any device, installation or group of installations, designed for direct or indirect connection to a Network Termination Point with a view to the transmission, processing or receipt of information;

“Turnover” means the amount of the operating revenues of the Licensee, after deduction of VAT and the sums paid to other Public Operator pursuant to the interconnection services.

"Universal Access" means all the services set forth in Article 21.2 of the License;

"Universal Access Fund" means the fund created by Presidential decree pursuant to Article 28 of the Telecommunications Law, in order to facilitate the provision to the general public of public telephony services;

"User" means a natural person or organization legitimately using a Telecommunications Network and/or Telecommunications Services.

The definitions of any other capitalized terms used in the License are those set forth in Article 1 of the Telecommunications Law.

SCOPE OF THE License

Subject to the terms and conditions hereof:

The Licensor authorizes the Licensee to :

- provide the Licensed Services within the Licensed Territory; and
- install, operate and maintain the Licensed Network as necessary for the purposes of providing the Licensed Services.

The Licensee has the right and obligation to connect the Licensed Network to all other licensed Public Telecommunication Networks in the Licensed Territory.

If radio links are to be used for transmission between elements of the Licensed Network, the Licensee must acquire a separate Frequency License for this activity, awarded, upon successful application, by the Regulatory Board.

NETWORKS AND SERVICES CONCERNED

The "**Licensed Services**" referred to above comprise all public fixed Telecommunications Network services, whether local, long distance or international, including :

- Fixed Telephony Service; including fixed wireless and VoIP telex;
- telegraph; and
- value-added services such as Internet, voice messaging, multi-media messaging, IP-TV and data storage and transmission.

The "**Licensed Network**" referred to above means all telecommunications infrastructure, including switching centers and base stations, installed, operated, maintained, possessed and/or used by the Licensee and necessary for providing the Licensed Services, whether such infrastructure is owned, leased, or otherwise acquired by the Licensee. For the avoidance of doubt, it is expressly noted that such infrastructure may, at the Licensee's discretion, include one or more International Gateways.

REFERENCE texts

The Licensee shall, at all times during the duration of the License, comply with the provisions of the License and all applicable laws, regulations, or instruments which currently exist or which may from time to time be issued by the competent authorities, including in particular :

- the Agency Law;
- the Telecommunications Law;
- the Presidential Order n° 05/01 of 15 March 2004 determining the functioning of the Universal Access Fund and public operator's contributions;
- the Presidential Order n°4/DC/04 of 7 June 2004 determining specific duties of the Regulatory Board in Telecommunications Matters;
- the Ministerial Order n° 4/DC/04 of 7 June 2004 on annual fees payable by public utilities;
- the Ministerial Order n° 5/DC/04 of 7 June 2004 on the general conditions and pricing principles to be respected in interconnection agreements;
- the Ministerial Decree n° 03/RURA/05 of 14/07/2005 determining fees for radio communications licenses;
- Any other decrees implemented pursuant to the Agency Law and/or Telecommunications Law.

Duration, renewal and transfer of the license

The License is awarded for a period of fifteen (15) years starting from its Effective Date and, subject to the provisions of Article 6.2, is renewable for successive five (5) year periods.

Upon expiry of the License, all infrastructure, facilities and equipment purchased by the Licensee in order to construct or operate the Licensed Network and to provide the Licensed Services shall remain the property of the Licensee.

The License may be renewed by the Licensor upon request of the Licensee, provided the Licensee has (i) complied with the requirements of the License terms and conditions and with the applicable laws and regulations, and (ii) at least three (3) months prior to the expiry of the License, given written notice to the Licensor of its wish to have the License renewed

If the Licensee does not submit a request for renewal within the period specified in this clause, it is understood that the said Licensee forfeits its rights to renew the present License.

In accordance with Article 6 of the Telecommunications Law, the procedure for renewal of the License shall be the same as that applicable to its original granting.

In this regard, the decision of whether or not to renew the License shall be made on an open, objective and non-discriminatory basis. In addition, where a decision concerning the renewal application has not been sent within [three (3)] months of the date on which the valid application was received, the Licensee shall be entitled to apply to the competent court for an order that such renewal be effected.

Furthermore, the Licensor may refuse a validly made application for renewal of the License only on the basis of Articles 7 and 8 of the Telecommunications Law, namely:

1. limitations on scarce resources necessitating a tendering procedure;
2. protection of the national integrity and/or national security;
3. limitations on the frequency spectrum;
4. the Regulatory Board reasonably believes that competition in the telecommunications sector can be adversely affected; and
5. the Licensee has substantially failed to meet its obligations.

To be effective, a refusal to renew the License must be sent in writing and must refer to the grounds for the decision. The Licensee has no right to any indemnity for a refusal to renew the License.

In addition to its general powers to modify the terms of the License under Article 46 hereof, the Regulatory Board shall be entitled to introduce reasonable modifications to the License upon its renewal, to take account in particular of :

6. changes in technology;
7. relevant legislation, regulations and or other instruments which may have been promulgated in Rwanda; and
8. international conventions, protocols and other agreements which may have been adopted by the Rwandan authorities.

For the avoidance of doubt, the Licensee shall be entitled to negotiate any renewal of the License where it is unsatisfied with any such modifications.

In accordance with Article 5 of the Telecommunications Law, the License is personal to the Licensee and may not be transferred or assigned to a third party without the prior written consent of the Regulatory Board and the payment of any required fee. Affiliates of the Licensee shall not be deemed to be third parties for the purposes of this Article. The Licensee shall ensure that the beneficiary of any transfer duly authorized by the Regulatory Board complies fully with all provisions of the License.

The Licensee shall not encumber in any manner the rights, interests or obligations under the License without the prior written consent of the Regulatory Board.

eligibility and change of ownership

The Licensee warrants that it is, and for the entire duration of the License shall continue to be, a corporate body constituted under the laws of Rwanda. It warrants that it meets, and shall continue to meet, any other eligibility requirements established under applicable Rwandan laws and regulations.

The share capital of, and participations held by, the Licensee is as described in Attachment A. The Licensee warrants that it and its shareholders are aware of, and that it and its shareholders are in compliance with, the provisions of Article 53 of the Telecommunications Law, which provisions forbid : (i) any one company which is operating a Telecommunications Network and/or providing Telecommunications Services in Rwanda to hold any shares in any other company operating a Telecommunications Network and/or providing Telecommunications Services [in Rwanda]; and (ii) any company to hold shares in more than one company which is operating a Telecommunications Network or providing Telecommunications Services in Rwanda. In accordance with Article 13 of the Telecommunications Law, the Licensee shall, where it undergoes any direct or indirect change of ownership, notify such change in writing to the Regulatory Board no later than one month after the change.

Where in the opinion of the Regulatory Board, the change of ownership of the Licensee would adversely affect the development of Telecommunications in the country, including the development of competition, or the performance of its License obligations, or the security of the country, the Regulatory Board shall revoke the License by notifying to the Licensee a written decision containing reasons.

Where, two months after the date of notification of the change of ownership, the Regulatory Board has not communicated its position, the Regulatory Agency informs the Licensor.

The Licensee shall ensure that any natural or legal person acting solely or in Concert which comes into possession of a number of shares representing over one-twentieth, one-tenth, one-fifth, one-third, half or two-thirds of the share capital or voting rights of the Licensee, when its shares are accepted for trading in a regulated market, informs the Licensee, within two (2) weeks of the date on which the holding threshold is exceeded, of the total number of shares which the person holds.

The Licensee shall also notify the Regulatory Board of this within five (5) business days from the date on which the holding threshold is exceeded, when the shares of the company are accepted for trading in a regulated market.

The information indicated in the above two paragraphs shall also be provided within the same periods when the capital holding falls below the thresholds specified in the first paragraph.

technical qualifications

The Licensee shall maintain adequately trained personnel and adequate infrastructure during the entire duration of the License in order to ensure compliance with the terms and conditions of the License.

The Licensee shall maximize the use of human and material resources during the entire duration of the License in order to ensure compliance with the terms and conditions of the License.

international agreement and cooperation

The Licensee shall perform and observe the requirements of any international convention, agreement, protocol or understanding applicable to the Telecommunications sector in Rwanda, including the Constitution and Convention of the ITU and the regulations and recommendations annexed to them.

The Licensee, if duly nominated to do so by the Minister in charge of the telecommunications sector, shall contribute to the work of international organizations related to the Telecommunications sector where appropriate.

Upon proposition of the Regulatory Agency, the Licensee will be declared by the Minister in charge of the Telecommunications sector to be an Operator recognized by the ITU.

CHAPTER 2 : ESTABLISHMENT OF THE LICENSED NETWORK

interoperability, Standards and specifications

The equipment and infrastructure used by the Licensee to install and operate the Licensed Network shall comply with the applicable standards set down by the law and regulations of Rwanda and the determinations of the Regulatory Agency or, where these are silent, by the ITU. Need list of Rwandatel equipment already installed and its compliance or exemption for this equipment.

The Licensee shall comply with any regulation, technical specification or rule issued by the Regulatory Agency which is applicable and appropriate for ensuring interoperability of the Licensed Services and the Licensed Network with Telecommunications Services and Telecommunications Networks.

Pursuant to Articles 42 to 44 of the Telecommunications Law, the Licensee shall have the right to market and supply Terminal Equipment for connection to the Licensed Network, provided that such equipment (i) complies with technical, safety, marking and other requirements specified by the Minister in accordance with Article 42 of the Telecommunications Law, and (ii) receives the prior approval of the Regulatory Board.

The Licensee shall not be entitled to refuse the connection to the Licensed Network of any Terminal Equipment which (i) complies with technical, safety, marking and other requirements specified by the Minister in accordance with Article 42 of the Telecommunications Law, and (ii) receives the prior approval of the Regulatory Board. If no requirements are in place which standard shall apply, also how is approval sought.

Upon request, the Licensee shall provide any Subscriber with installation and maintenance services for Terminal Equipment. However, if it has not provided the Subscriber with the Terminal Equipment in question, the Licensee shall not have the obligation to maintain such Terminal Equipment.

Network infrastructure

The Licensee shall have the right to construct its own network with an appropriate infrastructure in accordance with the law and regulations of Rwanda. The Licensee is also entitled to lease lines or infrastructure from third parties in order to ensure direct links between its equipment.

Pursuant to Articles 47 to 50 of the Telecommunications Law, the Licensee shall, in the course of the construction of the Licensed Network, comply with the relevant rules and standards applicable in Rwanda, including any safety requirements and right of use principles.

International access

The Licensee, enjoying the right under Article 3 hereof to install and operate one or more International Gateways, may at its own discretion negotiate, with other international operators duly registered in their countries, the tariffs and contributions for the infrastructure and/or equipment that might be used in common, pursuant to the relevant rules and recommendations of international organizations of which Rwanda is a member.

allocation of radio frequencies

It being forbidden to make use of any part of the radio frequency spectrum for radio communications purposes unless a Frequency License has been issued under Article 33 of the Telecommunications Law, the Licensee has, prior to the grant of this License, obtained an appropriate Frequency License from the Regulatory Board. Such Frequency License, attached hereto in Attachment B, grants to the Licensee, in order to enable it to provide the Licensed Services by means of the Licensed Network, the right to use the radio frequencies specified in the Frequency License throughout the term of this License, and any renewals or extensions of such term pursuant to Article 6 above.

In accordance with Articles 5, 32 and 33 of the Telecommunications Law, the Licensee may apply to the Regulatory Board for the right to use any additional frequencies in connection with the Licensed Services. The Licensee shall send a duly motivated written request to the Regulatory Board, which shall reply within a period of three (3) months in writing. Silence of the Regulatory Board shall be considered as a refusal.

The Licensee undertakes to optimize the efficiency and effectiveness of the use of radio frequencies. In this regard, in the event that a radio frequency is not operated one (1) year after the Effective Date, the Regulatory Board shall be entitled to withdraw the right of use of the frequencies granted to the Licensee.

numbering plan

The Regulatory Board has, prior to the grant of this License, assigned blocks of Telecommunications numbers to the Licensee, in accordance with Article 45 of the Telecommunications Law. Such blocks are specified in Attachment C.

Upon written request to the Regulatory Board, the Licensee shall be entitled to the allocation of additional blocks of numbers to the extent appropriate for him to meet justifiable business needs for the whole duration of the License.

In the event that the Regulatory Agency decides to rearrange the national numbering plan, the Licensee shall be entitled to be consulted prior to the implementation of such rearrangement.

The Licensee shall co-operate with other Public Telecommunications Network Operators, in such manner as the Regulatory Agency may direct, in the specification and development of Number Portability to allow replacement service without a change of number. Subsequent implementation of Number Portability is to be subject to operational practicability and commercial viability.

The Licensee shall co-operate with other Public Telecommunications Network Operators, in such manner as the Regulatory Agency may direct, in the specification and development of Carrier Selection to allow a choice of routing. The choice of method(s) and subsequent implementation is to be dependent on Subscribers' demands, operational practicability and commercial viability.

interconnection and access

Right of Interconnection

Pursuant to Article 39 of the Telecommunications Law, the Licensee shall be entitled, upon written request to the Operator concerned, to interconnect the Licensed Network with the Telecommunications Networks of all other Licensed Public Telecommunications Network Operators, where such request is reasonable in the light of the Licensee's requirements and the other Operator's capacity to satisfy them.

Duty to provide Interconnection

Pursuant to Article 39 of the Telecommunications Law, the Licensee shall be obliged, upon written request from the Public Telecommunications Network Operator concerned, to allow Interconnection between the Licensed Network and the network of such Operator, where such request is reasonable in the light of the Operator's requirements and the Licensee's capacity to satisfy them.

In the event of a refusal to allow Interconnection, the Licensee shall provide reasons in writing to the Operator concerned.

Interconnection Agreement

Technical and commercial arrangements for Interconnection shall be based on a written agreement between the Licensee and the Operator(s) concerned, having regard to the applicable law and regulations, to the terms of each Operator's license and, if any, to the relevant standard Interconnection offer.

In particular, the general conditions and pricing principles of the Interconnection agreement must satisfy the provisions of the relevant regulation issued by the Minister pursuant to Article 39 of the Telecommunications Law. A copy of each interconnection agreement is submitted to the Regulatory Agency as soon as the agreement has been signed by both public telecommunications operators.

Where no agreement can be reached between the Licensee and the Operator(s) concerned, either party to the negotiations may refer the matter to the Regulatory Board for determination in accordance with Article 39 of the Telecommunications Law.

Standard Interconnection Offer

In light of the determination issued by the Regulatory Board under Article 49 of the Agency Law, and attached hereto as Attachment H, that the Licensee is currently a Dominant Organization, the Licensee, for so long as such determination remains in force, shall, in addition to operating a cost accounting system to enable it to identify the costs associated with Interconnection:

9. itemize, in standard Interconnection offers described in Attachment D, each Interconnection facility offered to Public Telecommunications Network Operators, together with the associated terms and conditions, including tariffs ;
10. submit such standard Interconnection offers to the Regulatory Board for its approval; and
11. modify its standard Interconnection offers to take account of commercial and technological changes and the introduction of new facilities and services.

Network Access

The Licensee shall have the right to have reasonable access to the Telecommunications Networks of other Public Telecommunications Network Operators for the purposes of providing the Licensed Services, upon written request to the Operator concerned.

The Licensee shall have the obligation to provide reasonable access to the Licensed Network to other Public Telecommunications Network Operators for the purposes of providing duly licensed Telecommunications Services, upon written request from the Operator concerned.

Technical and commercial arrangements for network access shall be based on a written agreement between the Licensee and the Operator(s) concerned, having regard to the applicable law and regulations and to the terms of each Operator's license.

leased lines

Pursuant to Article 37 of the Telecommunications Law, the Licensee shall be entitled, upon request to the Public Telecommunications Network Operator concerned, to have access to Leased Lines, where such request is reasonable and the lines or capacity on such lines are available. The Licensee should itself make available Leased Lines to any Public Telecommunications Network Operator in response to all reasonable requests if the lines or capacity on such lines are available.

Where the Licensee has direct access to spatial capacity or submarine cables and/or ducts, the Licensee shall make available Leased Lines to any Public Telecommunications Network Operator in response to all reasonable requests if such cables and/or ducts or capacity on such cables are available.

The Licensee shall not discriminate between Users when providing Leased Lines. Conditions of access to such lines should be observed with transparency and fairness.

access to private/public domain

The Licensee shall install Telecommunications infrastructure and/or Terminal Equipment on, over and under public and private land in strict compliance in particular with Articles 47 to 50 of the Telecommunications Law. Pursuant to Article 48 of the Telecommunications Law, and subject to Article 16.3 below, whenever requested by an Operator or Provider, and if practicable to do so, the Licensee shall share the use of its Telecommunications infrastructure, upon payment of reasonable compensation. Similarly, the Licensee shall be entitled, upon request to any Operator or Provider, to share the use of the latter's Telecommunications infrastructure, upon payment of reasonable compensation.

The Licensee has the right to refuse the request for the use of its infrastructure provided it considers on justifiable and reasonable grounds that:

- it is not economically reasonable to allow such use;
- it is likely to cause damage to the nature or function of such infrastructure;
- major additional construction work is required;
- other technical considerations may endanger its Telecommunications infrastructures; or
- the practical constraints, including electrical and/or space constraints, may compromise the infrastructure.

Any agreement for the sharing of infrastructure shall be negotiated directly between the relevant Operators and Providers. In the event that the terms of such agreements cannot be agreed, either party thereto may request the Regulatory Agency to determine the terms and compensation for the use of the infrastructure in accordance with the Telecommunications Law.

coverage and Roll out

The Licensee shall install, operate and maintain the Licensed Network and provide the Licensed Services in all the localities referred to in Attachment E, in the Technical Offer, and shall do so in accordance with all minimum requirements set forth in such Attachment and elsewhere in this License.

CHAPTER 3 : PROVISION OF THE LICENSED SERVICES

continuity

The Licensee may not intentionally interrupt the operation of the telephone system or any part thereof or the supply of any type of Licensed Service (unless through planned maintenance activity) without having first notified the Regulatory Agency, in writing, of the reasons for the above-mentioned temporary interruption in service and having received the approval of the Regulatory Agency. In addition, it shall notify the affected Subscribers of such an interruption of services, reasonably in advance, and the anticipated date on which service will be re-established. This shall not apply if the interruption is due to Force Majeure.

Except in the event of Force Majeure, or where it has received the prior written consent of the Regulatory Agency to interrupt the provision of the Licensed Services, the Licensee shall, for the entire duration of the License, provide the Licensed Services continuously, twenty four (24) hours a day and seven (7) days a week, to the satisfaction of the Regulatory Agency.

Whenever there is any interruption in the service provided by the Licensee, and this affects more than 10% of its Subscribers simultaneously for a period of eight (8) hours or more within the same day, it must notify the Regulatory Agency within no more than two (2) working days, explaining the reasons for the interruption and the measures to be adopted to re-establish service, as well as the probable date that service will be re-established for the Subscribers affected or the date and time on which it was re-established, as applicable.

In the event that complete interruption of services at transit and international level continues for a period longer than sixty (60) minutes, the Licensee shall report the interruption to the Regulatory Agency within twenty four (24) hours of such occurrence.

The Licensee undertakes to take all measures necessary to guarantee the proper operation and protection of the Licensed Network and to remedy promptly with the appropriate human and technical resources any interruption of part or all of the Licensed Services.

quality of the licensed Services

The Licensee undertakes to use all commercially reasonable endeavors to comply with international standards of quality, in particular those set by the ITU, including as regards, congestion, , quality of speech, interference, and access to Subscriber services. Please confirm Specific ITU standards

Furthermore, the Licensee undertakes to comply with the quality of services requirements set forth in Attachment F.

The Licensee undertakes to install an effective quality-monitoring system for the Licensed Services based on internationally recognized standards and to allow the Regulatory Agency access to inspect data related to the quality of the Licensed Services.

As and when requested by the Regulatory Agency, the Licensee shall provide the Regulatory Agency with the results of measurements of quality of service.

Master Subscriber contract

Contract to govern relations

Except to the extent that the Regulatory Agency exempts the Licensee from the requirements of this Article 20, the relationship between the Licensee and each Subscriber shall be governed by the terms of a master Subscriber contract containing the standard terms and conditions for the provision of the Licensed Services and approved by the Regulatory Agency in accordance with Article 20.3 below.

Accordingly, the Licensee shall not offer the Licensed Services other than pursuant to such master Subscriber contract, without the prior, written authorization of the Regulatory Board.

The Licensee shall make available for consultation free of charge a copy of the approved master Subscriber contract at every point of sale, as well as on its Internet website. The Licensee shall also provide a copy of the approved master Subscriber contract, free of charge, to any interested party upon request and to any new Subscriber prior to provision of any Licensed Service to, and receipt of any payment of deposit from, such Subscriber.

Content of master Subscriber contract

The master Subscriber contract shall be available in the English/French/Kinyarwanda language[s].

The standard terms and conditions referred to in Article 20.1 above shall include, at a minimum, provisions approved by the Regulatory Agency in respect of the following matters:

- types of maintenance services offered;
- information on service quality levels offered;
- deposits and alternative methods of providing security for payment where reasonably required, provided that in no circumstances may such deposits or security exceed the charges reasonably anticipated to be incurred by the Subscriber within a three (3) months period ;
- confidentiality of Subscriber information ;
- the compensation and/or refund arrangements for Subscribers which apply if the contracted service is not met and a summary of the method of initiating procedures for the settlement of disputes;
- payment terms, including any applicable interest or administration charges;
- minimum contract period;
- Subscriber and Licensee rights of termination;
- method of settlement of Subscriber complaints or other disputes, including provision for appeal to the Regulatory Board and the Rwandan courts in the event that a dispute cannot be resolved by the parties.

Furthermore, the Licensee shall comply with any rulings issued by the Regulatory Agency regarding general terms and conditions for the provision of Telecommunications Services.

Procedure for approval

No later than five(5) weeks prior to bringing into operation new Licensed Services, the Licensee shall submit to the Regulatory Agency for its approval a draft master Subscriber contract. As existing services what exemption or allowance can be made in regards to this, Does Rwandatel have said contracts lodged for all services?

The Regulatory Agency shall review the draft master Subscriber contract and shall, within three (3) weeks of the date of receipt thereof, notify the Licensee of its decision. Failure to communicate a decision within this period shall be deemed to be a decision approving the master Subscriber contract.

Where the Regulatory Agency notifies the Licensee that it does not approve the master Subscriber contract, it shall provide a clear and detailed written explanation of the reasons for such non-approval sufficient to permit the Licensee to revise the draft to the satisfaction of the Regulatory Agency. The Licensee shall then submit an amended draft for approval within a period of two (2) weeks of receipt of the Regulatory Agency's decision and the provisions of the preceding paragraph shall apply again.

In no event shall the Licensee bring into operation any new Licensed Services without having first received the approval of its master Subscriber contract by the Regulatory Agency.

Procedure for modification

The Licensee may from time to time propose modifications to the terms of the master Subscriber contract by writing to the Regulatory Agency and enclosing a revised version of the contract, with modifications clearly marked and explained.

Where the Regulatory Agency does not object to the proposed modifications within three(3) weeks of receipt of the proposal, the Licensee shall be entitled to introduce the modification, subject to giving five(5) days' written notice to the Regulatory Board and all Subscribers. Where the Regulatory Agency notifies the Licensee that it does not approve the proposed modifications, it shall provide a clear and detailed written explanation of the reasons for such non-approval sufficient to permit the Licensee to revise the proposed modifications to the satisfaction of the Regulatory Agency. The Licensee may then submit amended proposed modifications for approval within a period of two (2) weeks of receipt of the Regulatory Agency's decision and the provisions of this paragraph shall apply again.

Any modification to the master Subscriber contract shall come into force as regards each individual Subscriber fifteen (15) days after delivery of a written copy of such modification to the Subscriber, unless that Subscriber objects to such modification in writing to the Regulatory Agency or the Licensee within said ten (10) day period.

Former Subscribers' contracts

Subscribers' contracts concluded by the Licensee prior to the Effective Date of the License shall be amended in accordance with the terms and conditions of the master Subscriber contract defined in Article 21 above within [one (1)] month following the Regulatory Agency's approval on the master Subscriber contract.

universal access

The Licensee shall install, operate and maintain the Licensed Network to the satisfaction of the Regulatory Board in such manner as to ensure, in accordance with the special conditions set forth in this Article, proper, efficient and continuous Universal Access.

Subject to relevant laws or regulations, Universal Access denotes:

- a public switched telephony service including initial service connection, continuous provision of connectivity, provision of a dedicated telephone number, an appropriate Directory listing (excluding pre-paid), standard billing and collection services and relevant ancillary services and facilities necessarily utilized by the Licensee;
- a number of Public Payphones to be agreed upon between the Licensee and the Regulatory Board to which the public have access on a 24-hour basis;
- a number of Public Payphones to be agreed upon between the Licensee and the Regulatory Board designed for access by the physically disabled;
- Directory enquiries, fault reporting, service difficulty and connections services;
- free access to the emergency services as defined in Article 25 of this License;
- 12. provision to any Subscriber within the Licensed Territory who so requests, where such request is reasonable, a connection to a public telephony service:
 13. on standard terms and conditions;
 14. at reasonable price;
 15. within a reasonable period.

The Licensee shall not be required to provide Universal Access to the extent that:

- the Regulatory Board is satisfied that a reasonable demand is being met or is to be met by other means ;
- the Regulatory Board determines that it is not reasonable in the circumstances to require the Licensee to provide Universal Access, including where (i) the provision of Universal Access would expose any person engaged in its provision to undue risk to health or safety, or (ii) it is not reasonably practicable.

The Licensee's obligations in respect of Universal Access shall automatically be deemed to have been satisfied in any year in which the coverage and roll out obligations referred to in Article 17 and described in Attachment E have been met, [and in which Subscribers' requests for the provision of the Licensed Services have been handled in a non discriminatory manner].

The Licensee shall receive, from the Universal Access Fund, appropriate financial compensation, as determined by the Regulatory Board in accordance with Attachment G and any relevant regulation, for the costs of providing Universal Access, net of attributable revenues, to Subscribers who would otherwise not be served because such provision is not economically viable.

The Licensee shall pay a Universal Access Contribution to the Universal Access Fund.

confidentiality and security

In accordance with Articles 24 to 27 of the Telecommunications Law, the Licensee shall use all commercially reasonable efforts to ensure that personal information related to Subscribers is protected.

In accordance with Articles 54 to 55 of the Telecommunications Law, the Licensee warrants that any Subscriber's voice or data obtained or received in the performance of the Licensed Services shall be kept confidential.

The Licensee undertakes to create and implement internal written rules and procedures to ensure Telecommunications secrecy, including as regards Subscribers' personal data protection.

Upon Subscriber request, the Licensee undertakes to guarantee the restrictions of the identity of calling and connected lines, as referred to in Article 27 of the Telecommunications Law.

national defence, public security and judicial power

The Licensee shall take all necessary measures to comply with any governmental requirements based on national defense and public security constraints or any request of a judicial authority or any other authorized authority according to the relevant laws and regulations.

Measures and tools to facilitate any such request will be provided by the licensee.

cryptography

The Licensee may proceed for his own signals, and/or propose to his Subscribers a cryptographic service in accordance with the laws and regulations of Rwanda.

The Licensee is however bound to file with the Regulatory Agency the processes and the devices used for calculation, encoding and deciphering of the signals prior to implementing the cryptographic services.

PUBLIC emergency call services

The Licensee shall ensure that Public Emergency Call Services are available at all times, so that any User, within the coverage area, is able to make public emergency calls to emergency organizations at no cost by dialing such numbers using Terminal Equipment connected to the Licensed Network.

The emergency organizations referred in Article 25.1 are those in charge of:

- the protection of human lives (ambulance services);
- security assistance (police services);
- fire-fighting (fire brigade services); and/or
- other such emergency services as defined, from time to time, by the Regulatory Agency.

In order to ensure that Public Emergency Call Services are available at all times, the Licensee shall cooperate with emergency organizations in the efficient and prompt handling of emergency calls.

The Licensee shall comply with any reasonable instructions issued by the Regulatory Agency regarding Public Emergency Call Services.

CHAPTER 4: MARKETING OF THE LICENSED SERVICES

freedom to set tariffs

Pursuant to Articles 29 to 31 of the Telecommunications Law the Licensee is entitled to :

- set in its own discretion the prices of the Licensed Services;
- determine at its own discretion the global system of prices, which may include discount schemes related to the volume of traffic (such as corporate bodies), special tariffs for Users making little use of the Licensed Services, and/or special tariffs for defined disadvantaged groups of Users;
- determine at its own discretion its commercial policy.

Tariffs must be non-discriminatory and, for so long as the Licensee is designated as a Dominant Organization, must be based on objective criteria and on the costs of providing the Licensed Services, while allowing for a reasonable rate of return.

If the Licensee is deemed a Dominant Organization, it may have tariff controls imposed, from time to time, by the Regulatory Board pursuant to Article 30 of the Telecommunications Law and, to the extent the Licensee is a private organization which offers general public access to a telephone service at a profit, it will remain subject to price control pursuant to Article 31 of the Telecommunications Law.

Invoices

The Licensee shall promptly obtain and put into operation the appropriate equipment in order to calculate the amounts payable for each Licensed Service provided by the Licensee.

All Licensee invoices rendered by the Licensee in respect of the Licensed Services shall be clear, concise, typed in French, English and Kinyarwanda and easy to understand.

All Licensee invoices shall, in accordance with Articles 29 and 30 of the Telecommunications Law, contain precise details of all charges for the current billing period and the due date for payment. All Licensee invoices in respect of any outstanding balance and related interest or administration charges shall also contain precise details of all amounts payable and the due date for payment.

Upon request and at reasonable cost, a Post Paid Subscriber shall be provided by the Licensee with a detailed invoice of the local, long-distance and international calls made.

Licensee invoices rendered in respect of Interconnection services shall be subject to the relevant regulations referred in Article 14.3 above.

TARIFF Publicity

The Licensee shall publish its tariffs in accordance with Article 29 of the Telecommunications Law. In particular, tariffs shall be set out in clear and sufficient detail and be sufficiently unbundled.

Tariffs shall not come into effect before the expiry of a period of thirty (30) days from the date of their publication.

Accounting system

The Licensee shall prepare, for implementation one (1) year following the Effective Date, an analytical accounting system separating the Licensed Network and the Licensed Services offered to the Subscribers or to other Operators.

When considered to be a Dominant Organization, the Licensee undertakes to respond promptly to any requirement of the Regulatory Board imposed pursuant to Article 51 of the Telecommunications Law.

telephone directory

Pursuant to Article 19 of the Telecommunications Law, the Licensee, as a Dominant Organization, shall publish a telephone Directory and provide a copy of such Directory to each Subscriber without charge, until such time as the Regulatory Board either (i) determines that the Licensee is no longer a Dominant Organization or (ii) decides to require another Dominant Organization to publish the aforementioned Directory.

The Licensee shall provide a Directory enquiry service capable of being accessed by any Subscriber.

Every Subscriber, except Subscribers with prepayment, has the right without charge to have an entry in any publicly available telephone Directory produced by the Licensee.

Every Subscriber shall have the right without charge, upon written notice, to decline to (i) have or (ii) continue having an entry in any publicly available telephone Directory produced by the Licensee.

Every Subscriber shall have the right without charge to request amendments be made to the entry concerning that Subscriber. The Licensee shall immediately ensure that its Subscriber database is amended accordingly and that the amendments requested appear in the next edition of the Directory concerned.

sub-contractors

In the scope of its contractual relations with sub-contractors, the Licensee shall warrant that these sub-contractors undertake to respect:

- equal access and non-discrimination between Subscribers;
- confidentiality of the stored information relating to Subscribers.

In all cases, the Licensee shall remain liable for the provision of the Licensed Services.

non discrimination between Subscribers

The Licensee will establish and guarantee the principle of equal treatment to all Subscribers whose conditions are the same, without discrimination or preference, and undertakes to provide the Licensed Services on a just and reasonable basis.

The Subscribers may connect their Terminal Equipment to the respective termination points of the Licensed Network, provided that such equipment is compatible with the parameters established for such connection in accordance with the regulations of the Regulatory Agency and the instructions given by the Licensee.

competition provisions

Anti-competitive conduct

The Licensee expressly undertakes not to engage in any anti-competitive practices as such term is defined in Article 41 of the Agency Law and any such practice engaged in by the Licensee shall be void.

Prohibition of Linked Sales

The Licensee shall not, in any relevant market, make it a condition of providing any Telecommunications Service that a person must acquire from the Licensee, any service or apparatus other than the one that is specifically requested, unless the Licensee has notified the Regulatory Agency of its intention to do so and satisfied the Regulatory Agency that there are technical reasons why this bundling should occur.

Prohibition of unfair subsidization and cross-subsidization

Where the Regulatory Agency, after consulting the Licensee and such other interested parties as considered appropriate, determines that the Licensee or an Affiliate thereof is unfairly cross-subsidizing or unfairly subsidizing any category of services in the relevant market, the Regulatory Agency may issue a direction to that effect and require the Licensee to cease doing so.

Abuse of dominant position

The Licensee expressly undertakes, during periods when it is designated as a Dominant Organization, not to abuse its dominant position, as such term is defined in Article 42 of the Agency Law and any such conduct engaged in by the Licensee shall be void.

insurance

The Licensee shall at the date of signature of the License insure with a reputable insurance company against all loss or damage to the equipment and infrastructure of the Licensed Network and against all risks related to its activity.

The Licensee shall maintain an adequate and enforceable insurance policy in respect of the Licensed Network and its activities for the entire duration of the License.

CHAPTER 5 : CONTRIBUTION AND FEES

Universal access contribution

Pursuant to Article 28 of the Telecommunications Law and the relevant regulations, the Licensee shall pay to the Regulatory Agency an annual contribution to the Universal Access Fund within one month after the end of the financial year on the basis of the Turnover generated during the previous year.

The annual contribution to the Universal Access Fund, referenced in Article 35.1 to be determined by the Regulatory Board shall not exceed 2.0 % of the Turnover of the concerned operator.

contribution for the functioning of the Regulatory AGENCY

Pursuant to the Agency Law, and notably its Article 35, the Licensee shall participate in the financing of the Regulatory Agency.

The Licensee's annual contribution under Article 36.1 is set at an amount equivalent to one percent (1%) of the Turnover generated during the preceding year by the concerned operator.

Frequency and numbering fees

The allocation fees and annual fees for the frequencies referred to in Article 12 above are as specified in Attachment B hereto.

The allocation fees and annual fees for the number blocks referred to in Article 13 above are as specified in Attachment C hereto.

other fees, taxes, contributions and charges

The Licensee shall pay any other fees, taxes, contributions and charges that may be or from time to time become payable in accordance with the applicable laws and regulations of Rwanda.

CHAPTER 6: LIABILITY - MONITORING - PENALTIES- SAFETY

general liability

The Licensee shall be liable for any dysfunction in, or directly resulting from, the operation of the Licensed Network, for any breach of the obligations of the License and for any infringement of applicable laws and regulations

The Licensor shall bear no liability for the direct or indirect consequences to the Licensee of any decision the Licensor may take pursuant to, or in respect of, the License, including without limitation, any decision to impose a penalty or to modify the terms of the License

Information and monitoring

Upon written request and pursuant to the conditions determined by the Regulatory Agency, the Licensee shall give to the Regulatory Agency, any financial, technical and business information and documents necessary for the fulfillment of the obligations determined by laws and regulations as well as by the License.

The Licensee shall promptly communicate to the Regulatory Agency all information and documents required under applicable legislative and regulatory provisions as well as under the License, including for example:

- any alteration to the composition of the share capital and the voting rights of the Licensee;
- descriptions of the Licensed Services ;
- tariffs, prices and general conditions related to the Licensed Services ;
- traffic data and turnover ;
- information about resources, including frequencies and numbers ;
- analytical accounting information.

The Licensee shall inform the Regulatory Agency on the following elements of the technical specification regarding the interface and normally provided Network Termination Points:

- For analogue or digital networks: single line interface, multilane, direct dialing-in and any other interface commonly provided;
- For ISDN, where provided: specification of basic and primary rate interfaces at the S/T reference points (including the signaling protocol), details of bearer services able to carry voice telephony services, and other interfaces commonly provided;
- Any other interfaces commonly provided.

No later than six (6) months after the end of each fiscal year, the Licensee shall provide the Regulatory Agency with seven (7) copies of an annual report that shall include annual certified financial statements.

This annual report shall include detailed information concerning:

- development of the Licensed Network and the Licensed Services the year preceding the annual report ;
- any material instance in which, so far as the Licensee is aware, the Licensee's obligations under any provisions of this License have not been met, together with an explanation for such failure as well as the time of its corrections. If such failure is independent of the Licensee's control, the Licensee shall provide evidence proving this to be the case ;
- presentation of a forecast plan for the development of the Licensed Network and the Licensed Services;
 - analytical accounting information;
 - any other information deemed relevant by the Licensee or requested in writing by the Regulatory Agency.

SAFETY AND ENVIRONMENT OBLIGATIONS

Safety of personnel

The Licensee shall take all necessary measures to ensure the safety of its employees and other persons the employment of whom relates wholly or partly to the Licensed Services, of its customers and of the public. In this respect, the Licensee shall comply with any applicable laws and regulations of the Republic of Rwanda for the protection of employees.

Environment Obligations

The Licensee shall ensure that the installation, operation and maintenance of the Licensed Network and all network-specific equipment are performed in accordance with applicable international and domestic environmental laws, regulations and practices.

finis

The Licensee shall be liable to payment of any fines imposed pursuant notably to Articles 57 to 70 of the Telecommunications Law, and shall make such payment promptly and in accordance with applicable laws and regulations.

license suspension and withdrawal and other non-financial penalties

Without prejudice to any other rights they may enjoy under the License or under any legislative, regulatory or other legal text, the Regulatory Board and the Minister shall have the following rights of suspension and withdrawal.

License Suspension

In accordance with Articles 5 and 22 of the Telecommunications Law, the Regulatory Board shall be entitled to suspend the License in the following situations:

- when the periodic fees for continuation of the License have not been paid;
- where there is continued failure to meet any service criteria specified in an enforcement notice issued to the defaulting Licensee.

License Withdrawal

In accordance with Articles 5 and 22 of the Telecommunications Law, the Regulatory Board shall be entitled to revoke the License in the following situations:

- where the Licensee has not substantially commenced the implementation of the Licensed Network and/or the Licensed Services one year after the date of the Effective Date;
- where the Licensee has commenced the implementation of the Licensed Network or the Licensed Services but is not meeting the deadlines in the License for such implementation;
- where there is an extreme case of continued failure to meet any service criteria specified in an enforcement notice issued to the Licensee for any default in respect of its obligations.

In accordance with Article 13 of the Telecommunications Law, the Regulatory Board shall be obliged to revoke the License in the circumstances outlined in paragraph 2, Article 6.3 of the License, following the indirect or direct change of ownership of a Licensee.

License Suspension and/or Withdrawal

In accordance with Articles 14, 51 and 57 of the Telecommunications Law, the Regulatory Board shall be entitled to suspend or revoke the License in the following situations:

- where the Licensee is guilty of fraud or intentional misrepresentation when applying for the License;
- where the Licensee is engaged in or is supporting activities amounting to a treasonable offence under the Penal Code;
- where an enforcement order requiring that the Licensee remedy its failure to comply with any condition set forth in its License is issued and the Licensee does not comply with said enforcement notice, and the compliance order is confirmed by the Board after hearing the representations of the Licensee; and/or
- where the Licensee, being a Dominant Organization, fails to comply with any obligations imposed pursuant to Article 51 of the Telecommunications Law concerning accounting standards.

The Regulatory Board shall be entitled to suspend or revoke the License where the Licensee fails to meet its Universal Access obligations under the License.

Reduction of License Scope or Duration

The Regulatory Board shall be entitled to reduce the scope of the License or reduce the duration of the License where the Licensee demonstrate a continued failure to meet any service criteria specified in an enforcement notice issued pursuant to Article 22 of the Telecommunications Law.

Suspension of Licensed Services

In accordance with Article 52 paragraph 2° of the Telecommunications Law, the Minister may, subject to observing national legislation and international agreements ratified by Rwanda, suspend any of the Licensed Services when necessary to ensure the preservation of the national integrity.

CHAPTER 7: FINAL PROVISIONS

modification of the License

The terms and conditions of the License may be modified in accordance with the provisions of this Article. However, except by mutual agreement under Article 44.5 of this License or as otherwise specified by law, no modification to the License shall be made during the first five (5) years from the Effective Date, where the direct or indirect effect of such modification would be to reduce the Gross Revenues by twenty five percent (25%) compared to the preceding year.

Service Criteria Modification

Pursuant to paragraph 2 of Article 22 of the Telecommunication Law, the Regulatory Board has the power to change quality of service criteria of the License provided that:

- six months' written notice has been given to the Licensee;
- the Licensee has operated under its License for at least eighteen (18) months before notice is given.

Quality of service criteria are the same or similar for the same or similar type of Licenses. No modification shall disadvantage the Licensee compared with other Operators operating under the same or similar type of licenses.

Nature of Modifications

In accordance with Article 9 of the Telecommunication Law, any such amendments and additions to the License shall reflect in an objective and non-discriminatory manner:

- the provisions of any new telecommunications law relevant to the License;
- any regulatory changes which are intended to ensure opportunities and effective competition in the telecommunications markets in both rural and urban areas;
- changes necessary to respond to market circumstances;
- changes caused by technological developments.

Modification of Fees Payable

The provisions of this Article shall be without prejudice to the Regulatory Board's power, under Article 11 of the Telecommunications Law, to alter the fees attached to any class of License from time to time, such modifications applying to all licenses of the same type.

Procedure

The Regulatory Board must publish its intention to modify the License in the Official Gazette and shall notify the Licensee personally by registered mail with return receipt requested.

Modifications shall take effect three months from the date of their being notified to the Licensee.

Mutual Agreement

The provisions of this Article shall be without prejudice to the Parties' right to negotiate modifications to the License by mutual agreement.

without prejudice

The rights and duties of the Licensor and other duly empowered Rwandan authorities under the License shall be without prejudice to the powers granted to said parties under any applicable legislative or regulatory provisions.

transparency and Rights of appeal

The Licensee shall enjoy a reasonable opportunity to make representations in respect of any decision made or, where reasonable in the circumstances, to be made by the competent authority, pursuant to the terms of the License, which may materially affect the Licensee, including, without limitation, any decision to impose a financial penalty, any decision to modify the terms of the License, any refusal to renew the License, and any refusal to authorize a transfer of the License.

The competent authority concerned shall take due account of any such representations made by the Licensee.

Upon written request by the Licensee, the competent authority shall promptly provide the Licensee with written reasons for any such decisions.

Except where otherwise indicated, the Licensee shall have a right to appeal against any such decisions. Appeals, which must be exercised within a period of three (3) months, shall lie to the competent jurisdiction. Appeals shall not suspend the enforcement of the decision to which they relate.

Disputes with third party operators

The Licensee may ask the Regulatory Board to resolve disputes with other Operators related to the provision of the Licensed Services via the Licensed Network.

The Regulatory Board shall make its decision within a reasonable period and shall promptly thereafter provide the parties concerned with written reasons for its decision.

form of communication

All notifications, applications, requests or other communication required or permitted under the License shall be communicated in writing to the address of the party concerned or, where such recipient's address has changed, to the last address notified to the sender by the recipient by registered mail.

other consents

Nothing in this License shall absolve the Licensee from any requirement in law to obtain such additional consents, permissions, authorizations or licenses as may be necessary for the construction and operation of the Licensed Network, the provision of the Licensed Services and, more generally, the exercise of its rights or discharge of its obligations under this License, including, without limitation, any investment registration which may be necessary pursuant to Law n° 14/98 establishing the Rwanda Investment Promotion Agency and/or its implementing regulations.

unlawful use

The Licensee shall not use, or knowingly permit the use of, the Licensed Network or the Licensed Services for any purpose that violates applicable law.

The Licensee shall take all commercially reasonable action to ensure that the Licensed Network and Licensed Services are not used for any such purposes.

The Licensee shall include a similar provision precluding the use of the Licensed Network and Licensed Services in its contracts with Subscribers and other Operators.

Force majeure

The Licensee shall not be considered to have failed to comply with any obligation whatsoever derived from the present License terms and conditions, including the obligations related to the coverage and roll out goals specified in Attachment E and quality of services objectives listed in Attachment F of this License terms and conditions, if the Licensee is prevented from performing its obligations due to any case of Force Majeure. The Licensee shall use all commercially reasonable endeavors to ensure the most rapid service restoration.

costs

The Licensee is responsible for all costs, expenses and other obligations (financial or otherwise) regarding the implementation of its rights and obligations under the License. The Licensor shall bear no responsibility for such costs, expenses or obligations.

waiver

No waiver of any breach of any provision of the License shall be effective or binding unless made in writing and, unless otherwise specified, any such waiver shall be limited to the specific breach concerned.

headings

The headings used in the License are for descriptive purposes only and shall not be considered a part hereof for determining the rights and obligations referred to herein.

GOVERNING LAW

This License shall be governed by and construed in accordance with the laws and regulations of the Republic of Rwanda.

Attachments

- Attachment A: Licensee details, including share capital and participations
- Attachment B: Signed Frequency License
- Attachment C: Signed assignment of numbers
- Attachment D: Standard Interconnection offer
- Attachment E: Coverage and roll out
- Attachment F: Quality of Services
- Attachment G: Universal Access

**SEEN TO BE ATTACHED TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005
GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE
COMPANY RWANDATEL S.A.**

Done at Kigali, 05/10/2005

The Minister of Infrastructure

BIZIMANA Evariste

(sé)

Seen and sealed with the Seal of the Republic:

The Minister of Justice

MUKABAGWIZA Edda

(sé)

ANNEX TO THE MINISTERIAL ORDER N° 05/RURA/05 OF 05/10/2005 GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY RWANDATEL S.A.

ATTACHMENT A: LICENSEE DETAILS, INCLUDING SHARE CAPITAL AND PARTICIPATIONS

The initial authorized share capital was RwF 2.420.000.000 comprising 242.000 ordinary shares of 10.000 each. The company was however capitalized on shareholders loans contributed by the shareholders in proportion to their shareholding.

SEEN TO BE ATTACHED TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005 GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY RWANDATEL S.A.

Done at Kigali, 05/10/2005

The Minister of Infrastructure
BIZIMANA Evariste
(sé)

Seen and sealed with the Seal of the Republic:

The Minister of Justice
MUKABAGWIZA Edda
(sé)

ANNEX TO THE MINISTERIAL ORDER N° 05/RURA/05 OF 05/10/2005 GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY RWANDATEL S.A.

ATTACHMENT B: SIGNED FREQUENCY LICENSE

The Regulatory Agency shall agree to guarantee the License Holder the following paired frequencies currently utilized by Rwandatel s.a. subject to a spectrum fee provided in Ministerial order regarding radio communication fees. Those frequencies are:

Need to confirm all these frequencies are in sole use by Rwandatel at time of license and have not been issued to any other operator. RURA to validate no other operator is using any of these frequencies.

A. 900 MHz BaND

Tx in Mhz	Rx in Mhz
925	885

B. 1,5 GHz BAND

Tx in Mhz	Rx in Mhz	Tx in Mhz	Rx in Mhz	Tx in Mhz	Rx in Mhz
1432.5	1481.5	1446.5	1495.5	1460.5	1509.5
1434.5	1483.5	1448.5	1497.5	1462.5	1511.5
1438.5	1487.5	1450.5	1499.5	1464.5	1513.5
1440.5	1489.5	1452.5	1501.5	1466.5	1515.5
1444.5	1493.5	1454.5	1503.5	1468.5	1517.5
1456.5	1505.5	1458.5	1507.5	1470.5	1519.5

C. 2 GHz bAND

Tx in Mhz	Rx in Mhz	Tx in Mhz	Rx in Mhz	Tx in Mhz	Rx in Mhz
1713.5	1832.5	1905.5	2024.5	1933.5	2052.5
2108.5	2227.5	2108.5	2157.5	2164.5	2213.5
2234.5	2021.5	1939.5	2152.5		

D. 7 and 10 GHz Band

Tx in Ghz	Rx in Ghz	Tx in Ghz	Rx in Ghz	Tx in Ghz	Rx in Ghz
11.2455	10.7150	11.3255	10.7950	11.4050	10.8750
7.3170	7.1210	7.2050	7.4010	7.1490	7.3450
7.1770	7.3730	7.2330	7.4229	7.2050	7.4010
7.4010	7.2050	7.3450	7.1490	7.2050	7.4010
7.1490	7.3450	7.1770	7.3380	7.1770	7.3380
7.1495	7.3105	7.2890	7.1280	7.3380	7.1770
6.8700	6.5300	6.9500	6.6100	7.5810	7.4280
7.6870	7.5260	8.05902	7.7479	8.11832	7.8070

D. 3,4 - 3,6 GHZ BAND (WLL)

Tx in Ghz	Rx in Ghz	Tx in Ghz	Rx in Ghz	Tx in Ghz	Rx in Ghz
3.4525	3.5525	3.4575	3.5575	3.4625	3.5625
3.4675	3.5675	3.4725	3.5725	3.4775	3.5775
3.4825	3.5825	3.4875	3.5875	3.4925	3.5925
3.4975	3.5975				

E. 21 – 24 Ghz Band (Microwave Digital links)

TX sub band	RX sub band
21224 Mhz - 21784 Mhz	22456 Mhz – 23016 Mhz
21784 Mhz - 22366,75 Mhz	23016 Mhz – 23598,75 Mhz
22456 Mhz - 23016 Mhz	21224 Mhz – 21784 Mhz
23016 Mhz - 23598,78 Mhz	21784 Mhz – 22366,75 Mhz

The Licensee may request any additional frequencies under the provision set fourth in article 13.2 of this license.

**SEEN TO BE ATTACHED TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005
GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE
COMPANY RWANDATEL S.A.**

Done at Kigali, 05/10/2005.

The Minister of Infrastructure
BIZIMANA Evariste
(sé)

Seen and sealed with the Seal of the Republic:
The Minister of Justice
MUKABAGWIZA Edda
(sé)

**ANNEX TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005 GRANTING AN INDIVIDUAL
FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY
RWANDATEL S.A.**

ATTACHMENT C : SIGNED ASSIGNMENT OF NUMBERS

The Regulatory Agency shall agree to guarantee the License Holder the allocation of group of numbers starting with 2, 5, 6, 7 and 8 currently utilized by Rwandatel s.a. The allocation by the License Holder of telephone numbers to its clients, while following the group of numbers allocated, shall be entirely left to its discretion and under its control.

The License Holder may request any additional blocks of numbers under the provision set fourth in article 14.2 of this license.

**SEEN TO BE ATTACHED TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005
GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE
COMPANY RWANDATEL S.A.**

Done at Kigali, 05/10/2005

The Minister of Infrastructure
BIZIMANA Evariste
(sé)

Seen and sealed with the Seal of the Republic:

The Minister of Justice
MUKABAGWIZA Edda
(sé)

ANNEX TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005 GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY RWANDATEL S.A.

ATTACHMENT D : STANDARD INTERCONNECTION OFFER

Key principles under which the License will provide interconnection services are:

- Terms of interconnection will not discriminate unduly between Public Telecommunications Network Operators or between the Licensee's own operations and those of other Public Telecommunications Network Operators
- Interconnection charges will be based on the costs of the provision of interconnect services
- Interconnection will be permitted at any technically feasible point in the network
- Interconnect procedures and arrangements will be transparent

The Licensee as a Dominant Organization is obliged to publish on an annual basis a Standard or Reference Interconnection Offer (RIO). The RIO will provide details of the terms and conditions under which other Public Telecommunications Network Operators can access interconnection services from the Licensee. This RIO will contain as a minimum the following details:

<i>Content</i>	<i>Details</i>
Definition of key terms	Definition of key commercial and technical terms used in RIO
Scope of interconnection	Description of the interconnect services covered by the RIO
Interconnect tariffs	Price list for the interconnect services covered by the RIO
Points of interconnect and related facilities	Description of the points where interconnect is available and technical specifications required for achieving successful interconnection
Network and Facility changes	Notification of planned changes in the network. Details of process for ordering specific facilities including contact details and legal conditions surrounding such orders
Traffic measurement and routing	Description of measurement and reporting procedures and the routing of different types of calls
Infrastructure sharing and co-location	Description of the facilities available including supplementary services such as electricity, air conditioning etc. Also to include ordering procedures and the prices
Billing	Billing procedures, and payment terms and conditions. Process for dealing with billing disputes
Quality of service	Service performance standards including time to provision interconnect services, call blockage in the busy hour, etc.
Format of data interchange	Type of information to be exchanged; format and method of exchange

Exhibit 1: *Minimum Content of Reference Interconnection Offer (RIO)*

Within one year following the Effective Date of the License, the Licensee shall present to the Regulatory Board a draft Reference Interconnect Offer.

The Regulatory Board shall provide the Licensee with comments on the draft Reference Interconnect Offer within one month after receiving it.

Where, after the expiry of this one month delay, the Regulatory Board has not communicated its comments, the Regulatory Board shall be deemed to have agreed to the RIO.

**SEEN TO BE ATTACHED TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005
GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE
COMPANY RWANDATEL S.A.**

Done at Kigali, 05/10/2005

The Minister of Infrastructure
BIZIMANA Evariste
(sé)

Seen and sealed with the Seal of the Republic:

The Minister of Justice
MUKABAGWIZA Edda
(sé)

ANNEX TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005 GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY RWANDATEL S.A.

ATTACHMENT E : COVERAGE AND ROLL OUT

The Licensee will be required to deploy their network according to the following minimum network rollout and coverage requirements:

.16 000 new fixed (inc fixed wireless) lines within 5 years of the License Effective Date.

.At least 20% of the new lines should be installed beyond Kigali City.

.Of the 16k new lines to be installed, at least 800 of these will be payphones. At least 33% of these payphone should be installed beyond Kigali City. Payphones could be of the FWT variety, discussions need to take place on allocation of same.

SEEN TO BE ATTACHED TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005 GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY RWANDATEL S.A.

Done at Kigali, 05/10/2005

The Minister of Infrastructure
BIZIMANA Evariste
(sé)

Seen and sealed with the Seal of the Republic:

The Minister of Justice
MUKABAGWIZA Edda
(sé)

ANNEX TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005 GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY RWANDATEL S.A.

ATTACHMENT F: QUALITY OF SERVICES

The Licensee will meet the following service quality targets:

Incidence of Line Faults

The Licensee will ensure that the number of line faults per annum is no greater than the targets given below:

<i>Within the following time from License Effective Date</i>	<i>Line faults per 100 copper lines</i>	<i>Line faults per 100 WLL lines</i>
0 months ¹	50	12
12 months	35	11
24 months	20	10
36 months and thereafter	15	10

Exhibit 2: *Line faults target*

Due to existing fault levels in Rwandatel, classification and timescales need to be discussed, especially with faults beyond control of operator, such as power & civil work issues

Fault Clearance

The Licensee shall ensure that faults are corrected according to the below table:

<i>Within the following time from License Effective Date</i>	<i>% of faults cleared within 24 hours</i>	<i>% of faults cleared within 48 hours</i>	<i>% of faults cleared within 96 hours</i>
0 months	65%	75%	100%
12 months	75%	85%	100%
24 months	85%	90%	100%
36 months and thereafter	90%	95%	100%

Exhibit 3: *Line clearance target*

Call failure ²

During each calendar month, the Licensee shall meet or exceed the following call failure standards (except for causes attributable to another Operator)

¹ Note that at present this is 52 for the cable network and 12 for the WLL network.(Technical Due Diligence)

² Call failure means the failure to establish a connection with a called number, whether or not the called party answers

<i>Within the following time from License Effective Date</i>	<i>Local and national calls</i>	<i>International incoming</i>	<i>International outgoing</i>
12 months	4%	4%	5%
24 months and thereafter	2%	2%	2%

Exhibit 4: *Call failure targets*

Availability

Licensee is obliged to ensure that services are protected against a single equipment failure, for example in a switch or major switch component such as power supply. The Licensee will ensure that the network is able to deliver services at least 99% of the time in the first 12 months, 99.5% of the time in the following 12 months and at least 99.98% of the time in subsequent years.

Rwandatel does not offer redundancy on its transmission network, therefore exemption or redefining timescales along with fiber roll out is requested

Billing and operator assistance

The Licensee shall ensure that within 12 months of the License Effective Date, billing complaints do not exceed 0.2 per 100 bills issued. The Licensee shall provide, on the request of a customer, detailed bills within one month of the end of the relevant period

Within 12 months, 95% of calls seeking operator assistance shall be answered within 10 seconds.

Quality of Service reporting

The Licensee shall maintain information records in a form to be proposed to the Regulatory Agency within three months from the License Effective Date and to be agreed within thirty days thereafter for the purposes of satisfying the Regulatory Agency that the Licensee is meeting the quality of service requirements.

The Licensee shall agree reasonable periodic review times with the Regulatory Agency in order to enable the Regulatory Agency to effectively monitor the Licensee's compliance with the quality of service requirements.

The performance standards as set out above may be subject to review from time to time, in the event that the Regulatory Agency is of the opinion that technological developments have made greater performance standards applicable to the Licensed System

SEEN TO BE ATTACHED TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005 GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY RWANDATEL S.A.

Done at Kigali, 05/10/2005

The Minister of Infrastructure
BIZIMANA Evariste
 (sé)

Seen and sealed with the Seal of the Republic:

The Minister of Justice
MUKABAGWIZA Edda
 (sé)

ANNEX TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005 GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY RWANDATEL S.A.

ATTACHMENT G: UNIVERSAL ACCESS

The Presidential Order n° 05/01 of 15/03/2004 has outlined the creation of a Universal Access Fund, determining the operation of the Universal Access Fund and public operator's contributions. According to the Presidential Order:

“...New universal access service provision shall be awarded by auction within the context of a transparent process based on competition between interested Public Operators...”

The Licensee is obliged to make an offer for each tender for new universal access service provision published by the regulator. The Licensee will support its offer with a business plan that contains an assessment of the likely revenues from services offered as specified by the Tender, an evaluation of the capital and operating costs for a period of at least three (3) years.

Where required by a specific universal access service provision project as defined by the regulator, and awarded to either the Licensee or another Public Telecommunications Network Operator, the Licensee will upgrade the switching capabilities of its remote units. The cost of such upgrades will be met by the Universal Access Fund, net of benefits that result to the Licensee.

SEEN TO BE ATTACHED TO THE MINISTERIAL ORDER N°05/RURA/05 OF 05/10/2005 GRANTING AN INDIVIDUAL FIXED NETWORK TELECOMMUNICATIONS LICENSE TO THE COMPANY RWANDATEL S.A.

Done at Kigali, 05/10/2005

The Minister of Infrastructure
BIZIMANA Evariste
(sé)

Seen and sealed with the Seal of the Republic:

The Minister of Justice
MUKABAGWIZA Edda
(sé)

ARRETE MINISTERIEL N°05/RURA/05 DU 05/10/2005 PORTANT ATTRIBUTION D'UNE LICENCE INDIVIDUELLE DE TELEPHONIE FIXE A LA SOCIETE RWANDATEL S.A.

Le Ministre des Infrastructures,

Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour spécialement en ses articles 120, 121 et 201;

Vu la loi n° 39/2001 du 13 septembre 2001 portant création de l'Agence Rwandaise de Régulation de certains services d'utilité publique, spécialement en son article premier ;

Vu la loi n° 44/2001 du 30 novembre 2001 organisant les télécommunications spécialement en son article 5 ;

Vu l'Arrêté Présidentiel n° 04/01 du 15 mars 2004 portant fixation des attributions spécifiques du Conseil de Régulation en matière des télécommunications spécialement en son article 4 ;

Vu l'Arrêté Ministériel n° 03/RURA/05 du 14/07/2005 sur les frais des licences de radiocommunication ;

Sur proposition du Conseil de Régulation ;

Après examen et adoption par le Conseil des Ministres en sa séance du 05 octobre 2005 ;

ARRETE :

Article premier :

En application de l'article 5 de la loi n° 44/2001 du 30 novembre 2001 organisant les télécommunications, le présent arrêté porte octroi d'une licence individuelle de téléphonie fixe à la société RWANDATEL. S.A.

Article 2 :

Il est octroyé à la société RWANDATEL S.A. une licence individuelle en vue d'installer et exploiter un réseau de téléphonie fixe et fournir les services de télécommunications dont les caractéristiques figurent dans les cahiers des charges respectifs repris en annexe du présent arrêté.

Article 3 :

Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.

Article 4 :

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Fait à Kigali, le 05/10/2005

Le Ministre des Infrastructures
BIZIMANA Evariste
(sé)

Vu et scellé du Sceau de la République :

Le Ministre de la Justice
MUKABAGWIZA Edda
(sé)

ITEKA RYA MINISITIRI N° 84/11 RYO KUWA 13/09/2005 RYEMERA IHINDURWA RY'AMATEGEKO AGENGA UMURYANGO UHARANIRA UBURENGANZIRA BW'UMUGORE N'UBW'UMWANA, « HAGURUKA »

Minisitiri w'Ubutabera,

Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 04 Kamena 2003, cyane cyane mu ngingo zaryo, iya 120 n'iya 121;

Ashingiye ku itegeko n°20/2000 ryo kuwa 26 Nyakanga 2000 ryerekeye imiryango idaharanira inyungu, cyane cyane mu ngingo zaryo iya 12, iya 14 n'iya 42;

Amaze kubona Iteka rya Perezida n°27/01 ryo kuwa 18 Nyakanga 2004 rigena amwe mu mateka y'Abaminisitiri yemezwa atanyuze mu Nama y'Abaminisitiri, cyane cyane mu ngingo yaryo ya mbere;

Asubiye ku Iteka rya Minisitiri n°021/11 ryo kuwa 24 Gashyantare 2004 ryemera ihindurwa ry'amategeko agenga Umuryango Uharanira Uburenganzira bw'Umugore n'ubw'Umwana, "HAGURUKA", cyane cyane mu ngingo ya 19, iya 20, iya 24, iya 26 n'iya 28 ;

Abisabwe n'Umuvugizi w'Umuryango **Uharanira Uburenganzira bw'Umugore n'ubw'Umwana «HAGURUKA»** mu rwandiko rwakiriwe kuwa 1 Mata 2005 ;

ATEGETSE :

Ingingo ya mbere:

Icyemezo cy'abagize ubwiganze bw'Umuryango **Uharanira Uburenganzira bw'Umugore n'ubw'Umwana «HAGURUKA»** cyafashwe mu Nteko Rusange yo kuwa 20 Werurwe 2005 cyo guhindura ingingo ya 19, iya 20, iya 24, iya 26 n'iya 28 y'amategeko shingiro agenga uwo muri umuryango nk'uko ateye ku mugereka w'iri teka kiremewe.

Ingingo ya 2:

Ingingo zose z'amateka yabanjirije iri kandi zinyuranyije naryo zivanyweho.

Ingingo ya 3:

Iri teka ritangira gukurikizwa umunsi rishyiriweho umukono. Agaciro karyo gahera ku itariki ya 20/03/2005.

Kigali, kuwa 13/09/2005

Minisitiri w'Ubutabera
MUKABAGWIZA Edda
(sé)

ARRETE MINISTERIEL N° 84/11 DU 13/09/2005 PORTANT APPROBATION DES MODIFICATIONS APORTEES AUX STATUTS DE L'ASSOCIATION DE LA DEFENSE DES DROITS DE LA FEMME ET DE L'ENFANT « HAGURUKA »

Le Ministre de la Justice,

Vu la Constitution de la République du Rwanda du 04 juin 2003, spécialement les articles 120 et 121 ;

Vu la loi n°20/2000 du 26 juillet 2000 relative aux associations sans but lucratif, spécialement en ses articles 12, 14 et 42;

Vu l'Arrêté Présidentiel n°27/01 du 18 juillet 2004 déterminant certains arrêtés ministériels qui ne sont pas adoptés par le Conseil des Ministres, spécialement en son article premier ;

Revu l'Arrêté Ministériel n°021/11 du 24 février 2004 portant approbation des modifications apportées aux statuts de l'association pour la Défense des Droits de la Femme et de l'Enfant « HAGURUKA », spécialement en ses articles 19, 20, 24, 26 et 28 ;

Sur requête du Représentant Légal de l'Association pour la Défense des Droits de la Femme et de l'Enfant reçue le 01 avril 2005;

ARRETE:

Article premier:

Est approuvée la décision de la majorité des membres effectifs de l'Association pour la Défense des Droits de la Femme et de l'Enfant «**HAGURUKA** », prise au cours de l'Assemblée Générale du 20 mars 2005 de modifier les articles 19, 20, 24, 26 et 28, des statuts de ladite association tels qu'ils figurent en annexe du présent arrêté.

Article 2:

Toutes les dispositions réglementaires antérieures contraires au présent arrêté sont abrogées.

Article 3:

Le présent arrêté entre en vigueur le jour de sa signature. Il sort ses effets à la date du 20 mars 2005.

Kigali, le 13 septembre 2005

Le Ministre de la Justice
MUKABAGWIZA Edda
(sé)

ITEKA RYA MINISITIRI N° 85/11 RYO KUWA 13/09/2005 RYEMERA UMUVUGIZI W'UMURYANGO UHARANIRA UBURENGAZIRA BW'UMUGORE N'UBW'UMWANA, "HAGURUKA" N'UMUSIMBURA WE

Minisitiri w'Ubutabera,

Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 04 Kamena 2003, cyane cyane mu ngingo zaryo, iya 120 n'iya 121;

Ashingiye ku itegeko n°20/2000 ryo kuwa 26 Nyakanga 2000 ryerekeye imiryango idaharanira inyungu, cyane cyane mu ngingo zaryo, iya 12, iya 14 n'iya 42;

Amaze kubona Iteka rya Perezida n°27/01 ryo kuwa 18 Nyakanga 2004 rigena amwe mu mateka y'Abaminisitiri yemezwa atanyuze mu Nama y'Abaminisitiri, cyane cyane mu ngingo yaryo ya mbere;

Asubiye ku Iteka rya Minisitiri n°022/11 ryo kuwa 24 Gashyantare 2004 ryemera Umuvugizi w'Umuryango Uharanira Uburenganzira bw'Umugore n'ubw'Umwana, "HAGURUKA", n'Umusimbura we, cyane cyane mu ngingo yaryo ya mbere;

Abisabwe n'Umuvugizi w'Umuryango **Uharanira Uburenganzira bw'Umugore n'ubw'Umwana «HAGURUKA»** mu rwandiko rwakiriwe kuwa 1 Mata 2005 ;

ATEGETSE :

Ingingo ya mbere:

Uwemerewe kuba Umuvugizi w'Umuryango **Uharanira Uburenganzira bw'Umugore n'ubw'Umwana «HAGURUKA»** ni Madamu NYIRAMATAMA Zaina, umunyarwandakazi utuye i Kigali, Akarere ka Kacyiru, Umujyi wa Kigali.

Uwemerewe kuba Umusimbura wa mbere w'uwo muryango ni Bwana HITAYEZU François, umunyarwanda uba i Kigali, Akarere ka Kacyiru, Umujyi wa Kigali.

Ingingo ya 2:

Ingingo zose z'amateka yabanjirije iri kandi zinyuranyije naryo zivanyweho.

Ingingo ya 3:

Iri teka ritangira gukurikizwa umunsi rishyiriweho umukono. Agaciro karyo gahera ku itariki ya 20/03/2005.

Kigali, kuwa 13/09/2005

Minisitiri w'Ubutabera
MUKABAGWIZA Edda
(sé)

ARRETE MINISTERIEL N° 85/11 DU 13/09/2005 PORTANT AGREMENT DE LA REPRESENTANTE LEGALE ET DU REPRESENTANT LEGAL SUPPLEANT DE L'ASSOCIATION DE LA DEFENSE DES DROITS DE LA FEMME ET DE L'ENFANT « HAGURUKA »

Le Ministre de la Justice,

Vu la Constitution de la République du Rwanda du 04 juin 2003, spécialement les articles 120 et 121 ;

Vu la loi n°20/2000 du 26 juillet 2000 relative aux associations sans but lucratif, spécialement en ses articles 12, 14 et 42;

Vu l'Arrêté Présidentiel n°27/01 du 18 juillet 2004 déterminant certains arrêtés ministériels qui ne sont pas adoptés par le Conseil des Ministres, spécialement en son article premier ;

Revu l'Arrêté Ministériel n°022/11 du 24 février 2004 portant agrément de la Représentante Légale et du Représentant Légal Suppléant de l'Association pour la Défense des Droits de la Femme et de l'Enfant « HAGURUKA », spécialement en son article premier ;

Sur requête du Représentant Légal de l'Association pour la Défense des Droits de la Femme et de l'Enfant reçue le 01 avril 2005;

ARRETE:

Article premier:

Est agréée en qualité de Représentante Légale de l'Association pour la Défense des Droits de la Femme et de l'Enfant «HAGURUKA », Madame NYIRAMATAMA Zaina, de nationalité rwandaise, résidante à Kigali, District de Kacyiru, Ville de Kigali.

Est agréée en qualité du 1^{er} Représentant Légal Suppléant de la même association, Monsieur HITAYEZU François, de nationalité rwandaise, résidant à Kigali, District de Kigali, Ville de Kigali.

Article 2:

Toutes les dispositions réglementaires antérieures contraires au présent arrêté sont abrogées.

Article 3:

Le présent arrêté entre en vigueur le jour de sa signature. Il sort ses effets à la date du 20 mars 2005.

Kigali, le 13 septembre 2005

Le Ministre de la Justice
MUKABAGWIZA Edda
(sé)

**UMURYANGO UHARANIRA UBURENGANZIRA BW'UMUGORE N'UBW'UMWANA
« HAGURUKA »**

AMATEGEKO SHINGIRO

Ishingiye ku itegeko n°20/2000 ryo kuwa 26/07/2000 ryerekeye imiryango idaharanira inyungu ;

Isubiye ku mategeko shingiro y'umuryango uharanira uburenganzira bw'umugore n'ubw'umwana « HAGURUKA » yemejwe n'Inama Rusange yashyizeho Umuryango kuwa 16 Nyakanga 1991;

Imaze kubona ko ari ngombwa guhuza amategeko shingiro n'itegeko n°20/2000 ryo kuwa 26/07/2000 ryerekeye imiryango idaharanira inyungu ;

Inteko Rusange y'Umuryango uharanira uburenganzira bw'umugore n'ubw'umwana « HAGURUKA », iteranye mu nama yayo isanzwe yo kuwa tariki ya 09 kugeza kuya 10 Gashyantare 2002, yemeje ivugururwa ry'amategeko shingiro mu buryo bukurikira :

**UMUTWE WA MBERE : ISHYIRWAHO RY'UMURYANGO, IGIHE UZAMARA, IZINA RYAWO,
ICYICARO, ICYO UGAMIJE N'AKARERE UZAKORERAMO**

Ingingo ya mbere :

Hakurikijwe **amategeko** yerekeye imiryango idaharanira inyungu, abashyize umukono kuri aya mategeko bashinze **mu gihe kitagenwe** Umuryango ugamiye kurengera uburenganzira bw'umugore n'ubw'umwana „HAGURUKA“, mu ngingo zikurikira havugwa Umuryango. Umuryango ntubogamiye ku mashyaka ya politiki cyangwa se ku yandi matwara ayo ariyo yose.

Ingingo ya 2 :

Icyicaro cy'Umuryango kiri mu **Muji wa Kigali, Akarere ka Kacyiru, agasanduku k'iposita 3030 Kigali**. Gishobora kwimurirwa ahandi hantu hose mu Rwanda byemejwe n'Inteko Rusange. Umuryango ukorerwa mu gihugu hose.

Ingingo ya 3 :

Umuryango ugamiye kurengera **uburenganzira bw'umugore** n'ubw'umwana , cyane cyane :

- Guharanira uburinganire bw'ibitsina byombi mu kugira uburenganzira n'ubushobozi mu byerekeye ubukungu, amategeko, imibereho na politiki hakurikijwe Itangazo Mpuzamahanga ryerekeye Uburenganzira bw'Ikiremwa muntu, andi masezerano mpuzamahanga yerekeye uburenganzira bw'ikiremwa muntu n'amategeko u Rwanda rwishyiriyeho muri urwo rwego ;
- Guharanira ikurikizwa ry'amasezerano mpuzamahanga yerekeye uburenganzira bw'umwana kandi unashyigikira ibikorwa byose bigamiye kubahiriza ayo masezerano ;
- Gushyigikira ibikorwa bigamiye gukangurira umugore kumenya ibyo ashinzwe, uburenganzira bwe n'agaciro ke mu muryango no gushyigikira ibikorwa bigamiye kumutera inkunga kugira ngo ashobore kugira uruhare rukomeye mu butegetsi haba aho atuye, mu rwego rw'igihugu no ku isi yose ;
- Kugira uruhare rukomeye mu kurandura imizi y'imigirire yose ikandamiza umugore ;
- Gutera inkunga abakobwa n'abagore kugira ngo bitabire kujya mu mashuri abanza, ayisumbuye n'amakuru ;
- Kuvuganira umugore n'umwana mu butegetsi, mu matsinda afite ububasha, yaba ay'igihugu, ayigenga cyangwa imiryango itegamiye kuri Leta, mu mashyaka ya politiki, mu banyamadini no mu miryango ishinzwe ubutwererane mpuzamahanga.
- Gushyigikira mu buryo bw'inama, imari cyangwa bwa tekiniki imiryango, imishinga n'ibikorwa byose bigamiye kuzamura umukobwa, umugore n'umwana.
- Gushakashaka, gusesengura no gushyira ahagaragara impamvu nyazo z'ibibazo abakobwa, abagore n'abana bahura nabyo kugira ngo bibonerwe umuti uhamye.

UMUTWE WA KABIRI: IBYEREKEYE ABANYAMURYANGO

Icyiciro cya mbere : Ibyiciro by'abanyamuryango

Ingingo ya 4 :

Umuryango ugizwe n'abanyamuryango **nyakuri**, abanyamuryango b'icyubahiro n'abanyamuryango b'inkunga.

Ingingo ya 5 :

Abanyamuryango nyakuri ni abawushinze n'abemerwa kuwinjiramo bujuje ibyangombwa byose biteganijwe kandi bemera kugengwa n'aya mategeko shingiro.

Ingingo ya 6 :

Abanyamuryango b'inkunga ni abantu ku giti cyabo cyangwa se ibisabantu babisabye kandi bujuje ibyangombwa byose biteganywa n'aya mategeko shingiro.

Ingingo ya 7 :

Abanyamuryango b'icyubahiro ni abantu binjira mu muryango ku giti cyabo cyangwa se ibisabantu bemewe n'Inteko Rusange.

Icyiciro cya kabiri : Uburyo bwo kuba umunyamuryango

Ingingo ya 8 :

Abantu ku giti cyabo bashaka kuba abanyamuryango bagomba kuba bagejeje ku myaka y'ubukure kandi ari indakemwa mu myifatire. Bagomba kuba mu matwara yabo bagaragaza ko baharanira uburenganzira bw'umugore n'ubw'umwana bakavuga n'impamvu bashaka kuba abanyamuryango ba HAGURUKA.

Naho ibisabantu, bigomba kugaragaza ko bishyigikiye by'umwihariko Umuryango. Zimwe mu ngingo zishingirwaho ni izi zikurikira :

- Kuba afite imishinga ihuye n'iy'Umuryango ;
- Kugira inama Umuryango ;
- Kuba afitanye umubano n'Umuryango.

Ingingo ya 9 :

Ushaka kuba umunyamuryango agomba kwandikira Perezida w'Inama y'Ubuyobozi abisaba, nawe akabigeza ku Nteko Rusange ariyo ifata icyemezo. Ibyo ariko ntibireba abashinze Umuryango baba bemewe nta mpaka.

Ibaruwa isaba kuba umunyamuryango igomba kugezwa ku Nama y'Ubuyobozi byibura amezi atatu mbere y'uko inama isanzwe y'Inteko Rusange iterane.

Iyo baruwa igomba kuba iherekejwe n'ibi bikurikira :

- a) Icyemezo cy'uko usaba yiyemeje kubahiriza inshingano z'umunyamuryango ;
- b) Iyo ari igisamuntu, hagomba kopi ebyiri z'amategeko shingiro n'amategeko ngengamikorere yacyo, kimwe n'icyemezo cy'ubuzima gatozi.

Usaba kuba umunyamuryango agomba kwishingirwa byibura n'abanyamuryango basanzwe batatu.

Ingingo ya 10 :

Ugusaba kwaziye igihe kugomba gusuzumwa mu nama isanzwe y'Inteko Rusange ikurikira iyakirwa ryako.

Ingingo ya 11 :

Uretse mu bihe bidasanzwe, uhagarariye Umuryango agomba kumenyesha uwasabye kuba umunyamuryango icyemezo cy'Inteko Rusange bitarenze ukwezi nyuma y'uko inama iterana.

Icyiciro cya 3 : Ibyerekeye kuva mu muryango

Ingingo ya 12 :

Umuntu ava mu muryango iyo asezeye ku bushake bwe, **iyoye** cyangwa yirukanwe n'Inteko Rusange ku bwiganze bwa 2/3 by'abaje mu nama.

Ingingo ya 13 :

Umunyamuryango ashobora kuva mu muryango akoresheje inyandiko ye amenyesha Uhagarariye Umuryango, nawe akabigeza ku Nteko Rusange mu nama yayo isanzwe ikurikiraho.

Ingingo ya 14 :

Umunyamuryango utubahirije inshingano ze, nko gusiba inshuro ebyiri zikurikiranye mu nama z'Inteko Rusange cyangwa kumara imyaka ibiri ikurikiranye adatanga umusanzu, yahanishwa ibihano bikurikira hakurikijwe uburemere bw'ikosa :

-Kwihanangirizwa n'Uhagarariye Umuryango ;

-Kwamburwa n'Inama y'Ubuyobozi ububasha bwo gutora no gutorwa ;

-Guhagarikwa by'agateganyo cyangwa kwirukanwa burundu mu muryango byemejwe na 2/3 by'abaje mu nama rusange. Igihe cyo guhagarikwa by'agateganyo ntigishobora kurenga umwaka umwe keretse ku mpamvu zidasanzwe.

Ariko rero, nta munyamuryango ushobora kwirukanwa atabanje kumenyeshwa n'Uhagarariye Umuryango ibyo aregwa kandi agahabwa igihe cyo kwisobanura.

Ingingo ya 15 :

Kugira ngo umunyamuryango wirukanwe agaruke mu muryango, agomba kongera kubisaba.

UMUTWE WA III: IBYEREKEYE INZEGO Z'UMURYANGO

Ingingo ya 16 :

Inzego z'Umuryango ni :

- Inteko Rusange ;
- Inama y'Ubuyobozi ;
- Ubunyamabanga Nyubahirizabikorwa.

Bibaye ngombwa, Inteko Rusange ishobora gushyiraho izindi nzego.

Ingingo ya 17 :

Inteko Rusange nirwo rwego rw'ikirenga rw'Umuryango. Igizwe n'abanyamuryango nyakuri bese.

Ingingo ya 18 :

Ububasha n'inshingano bihariwe Inteko Rusange ni ibi bikurikira :

- 1°. Kureba niba amatwara y'Umuryango yubahirizwa ;
- 2°. Guhindura amategeko shingiro y'umuryango;

- 3°. Gushyiraho amategeko ngengamikorere y'Umuryango no kuyahindura ;
- 4°. Gutora no kuvanaho abagize Inama y'Ubuyobozi ;
- 5°. Kwemera abanyamuryango bashya ;
- 6°. Kwemeza amafaranga y'umusanzu ;
- 7°. Kwemeza ingengo y'imari y'Umuryango no kwemeza ko imikorere y'Inama y'Ubuyobozi yagenze neza;
- 8°. Kwemera gutanga umutungo w'Umuryango ;
- 9°. Gutora abagenzuzi b'imari ;
- 10°. Gusesa Umuryango no kwemeza aho umutungo uzajya ;
- 11°. Gushyiraho abarangizasesa no kugena imikorere yabo ;
- 12°. Guhagarika cyangwa kwirukana umunyamuryango utuzuzura inshingano ze ;
- 13°. Kwemeza gahunda y'ibikorwa by'umuryango n'imikoreshereze y'imari ;
- 14°. Kwemera impano n'irage ;
- 15°. Ubundi bubasha bwose butagenewe urundi rwego rw'Umuryango.

Ingingo va 19 :

Inteko Rusange iyoborwa na Perezida w'Inama y'Ubuyobozi cyangwa Visi Perezida wa mbere cyangwa Visi Perezida wa kabiri igihe aba bombi badahari.

Mu gihe Perezida na ba Visi Perezida bombi batabonetse, Inteko Rusange iyoborwa n'undi mu bagize Inama y'Ubuyobozi wayitumiye, cyangwa n'uwo abanyamuryango baje mu nama batoye mu gihe yahamagajwe n'umwe mu banyamuryango nyakuri.

Inteko Rusange iterana rimwe mu mwaka. Ishobora gukora inama zidasanzwe.

Ingingo va 20:

Inteko Rusange itumizwa na Perezida w'Inama y'Ubuyobozi, ataboneka igatumizwa n'umwe muri ba Visi-Perezida. Mu gihe abo batatu bose batabonetse, Inteko Rusange itumizwa n'undi ubonetse mu bagize Inama y'Ubuyobozi, bitashoboka igatumizwa n'umwe mu banyamuryango watumwe byibura na 1/3 cy'abanyamuryango nyakuri.

Urwandiko ruyihamagaza rwerekana umunsi, isaha n'ahantu izabera. Rugezwa ku banyamuryango hasigaye nibura iminsi 20 kugira ngo inama ibe, keretse iyo habonetse impamvu zidasanzwe zituma icyo gihe kigabanywa.

Ingingo va 21:

Urwandiko ruyihamagaza rugomba no kugira gahunda y'ibizigwa. Gahunda y'inama isanzwe igomba kubamo ibisobanuro by'uko imari yakoreshejwe, ingengo y'imari, raporo y'ibyakoze n'Umuryango na raporo y'abagenzuzi b'imari. Inama idasanzwe, ibyo yahamagariwe nibyo byigwa byonyine.

Ingingo va 22:

Kugira ngo Inteko Rusange ifate ibyemezo, hagomba kuba haje abanyamuryango byuzuye bagera kuri 2/3. Iyo batabonetse, hahamagazwa indi nama mu minsi 15. Icyo gihe abaje, abaribo bose bafata ibyemezo.

Ingingo va 23:

Tutirengagije ibiteganyijwe mu ngingo ya 12, 14 n'iya 36 z'aya mategeko shingiro, ibyemezo by'Inteko Rusange byemezwa n'ubwiganze busesuye bw'amajwi y'abaje mu nama. Iyo amajwi angana, igice Perezida aherereyemo nicyo kiganza.

Ingingo va 24:

Umuryango uyoborwa n'Inama y'Ubuyobozi yatowe n'Inteko Rusange mu banyamuryango nyakuri. Abagize Inama y'Ubuyobozi batorerwa imyaka 3. Bashobora kongera gutorwa inshuro imwe gusa.

Inama y'Ubuyobozi igizwe na:

- Perezida ;
- Ba Visi-Perezida babiri ;
- Umunyamabanga ;
- Umubitsi;
- Abajyanama bane.

Ingingo ya 25:

Inama y'Ubuyobozi ishobora kwiyambaza impuguke n'abajyanama igihe bibaye ngombwa.

Ingingo ya 26:

Inama y'Ubuyobozi itumizwa kandi ikayoborwa na Perezida wayo cyangwa se na Visi Perezida wa mbere, cyangwa ataboneka igatumizwa na Visi Perezida wa Kabiri.

Iyo abo bose batabonetse, inama itumizwa kandi ikayoborwa n'undi uwo ariwe wese mu bagize Inama y'Ubuyobozi.

Inama y'Ubuyobozi iterana rimwe mu gihembwe. Ishobora no guterana buri gihe cyose bibaye ngombwa. Inama y'Ubuyobozi ntishobora guterana hatari nibura 2/3 by'abayigize. Ntawe uhagararira undi.

Ibyemezo by'Inama y'Ubuyobozi bifatwa mu bwiganze bw'amajwi. Iyo angana igice Perezida aherereyemo nicyo kiganza.

Ingingo ya 27:

Inama y'Ubuyobozi ishinze ibi bikurikira :

- 1°. Kwita ku mutungo no ku mikorere y'Umuryango ;
- 2°. Gushyira mu bikorwa ibyemezo by'Inteko Rusange ;
- 3°. Gutegura amategeko ngengamikorere y'Umuryango no kuyageza ku Nteko Rusange ngo iyemere ;
- 4°. Gusaba Inteko Rusange guhindura amategeko shingiro n'amategeko ngengamikorere y'Umuryango ;
- 5°. Gushyikiriza Inteko Rusange raporo y'umwaka y'imirimo yakozwe ;
- 6°. Gushyikiriza Inteko Rusange ingengo y'imari na za raporo z'imicungire yayo ;
- 7°. Gusaba Inteko Rusange kwirukana umunyamuryango ;
- 8°. Gusaba Inteko Rusange kwemera abanyamuryango bashya ;
- 9°. Kugena umurongo w'imicungire y'abakozi b'Umuryango.

Ingingo ya 28:

Perezida w'Inama y'Ubuyobozi niwe uhagarariye Umuryango kandi ashinze kureba ko amatwara yawo yubahirizwa. Ba Visi Perezida ni abahagarariye Umuryango bungirije. Perezida na ba Visi Perezida nibo bonyine bafite ububasha bwo guhagararira Umuryango mu bikorwa byawo nko kuwuburanira mu nkiko. Ariko muri ibyo byerekeye imanza, bashobora kubishinga undi umuntu wese ubishoboye, yaba umunyamuryango cyangwa atari we.

Ingingo ya 29:

Abagize Inama y'Ubuyobozi babarizwa hamwe ibyo bakoreye Umuryango mu gihe batorewe. Ariko rero, buri muntu ku giti cye abazwa ibirebana n'ibyo yatorewe.

Ingingo ya 30:

Umuryango ufite Ubunyamabanga Nyubahirizabikorwa bugizwe n'Inzego z'imirimo y'Ubuyobozi n'iy'ikorana buhanga zemejwe n'Inama y'Ubuyobozi.

Ubunyamabanga Nyubahirizabikorwa bukuriwe n'Umunyamabanga Nyubahirizabikorwa mu rwego rw'Igihugu, ushyirwaho n'Inama y'Ubuyobozi ; imirimo ashinzwe igenwa n'amategeko ngengamikorere y'Umuryango.

UMUTWE WA IV: IBYEREKEYE UMUTUNGO W'UMURYANGO

Ingingo ya 31:

Umuryango ushobora gutunga ibintu by'indagizo, cyangwa byawo bwite, ari ibyimukanwa cyangwa ibitimukanwa bituma ushobora kugera kubyo ugamije.

Ingingo ya 32:

Umutungo w'Umuryango ugizwe n'imisanzu y'abanyamuryango, imfashanyo, imirage n'izindi nkunga zigenerwa ibikorwa byawo.

Ingingo ya 33:

Umutungo w'Umuryango ukoreshwa mu bihuje nibyo ugamije byonyine.

UMUTWE WA V: IBYEREKEYE ABAGENZURAMARI

Ingingo ya 34:

Buri myaka ibiri, Inteko Rusange ishyiraho abagenzuramari babiri. Bashinzwe kugenzura imiterere y'umutungo w'Umuryango, uko ibaruramari rikorwa, uko imbonerahamwe y'umutungo iteye niba ibigaragara mu bitabo biranga imikoreshereze y'imari ari ukuri.

Abo bagenzuramari berekwa ibitabo n'izindi mpapuro zifitanye isano n'umutungo w'Umuryango igihe cyose babikeneye, ariko batabyimuye. Nyuma bakora raporo bashyikiriza Inteko Rusange.

Ingingo ya 35:

Inteko Rusange ishobora kuvanaho Umugenzuramari no gushyiraho umusimbura. Uwo musimbura arangiza igihe uvuyeho yari asigaje.

UMUTWE WA VI: IBYEREKEYE ISESWA RY'UMURYANGO, IHINDURWA RY'AMATEGEKO SHINGIRO N'INGINGO ZISOZA

Ingingo ya 36:

Umuryango useswa byemejwe byibura na 2/3 by'abanyamuryango byuzuye, cyangwa hakurikijwe icyemezo cy'urukiko. Umutungo wawo uhabwa indi miryango bihuje intego, ariko hamaze kwishyurwa imyenda yose. Inteko Rusange ishyiraho abarangizasesa ikanagena imikorere yabo.

Ingingo ya 37:

Ihindurwa ry'aya mategeko ryemezwa ku bwiganze busesuye by'abagize Inteko Rusange.

Ingingo ya 38:

Ku bitavuzwe muri aya mategeko shingiro, Umuryango uzakurikiza amategeko ngengamikorere n'andi mategeko n'amabwiriza wishyiriyeho kimwe n'amategeko n'amabwiriza akurikizwa mu gihugu.

Ingingo ya 39:

Aya mategeko shingiro atangira gukurikizwa umunsi yemerejweho n'Inteko Rusange.

Kigali, ku wa 09 Gashyantare 2002.

Uhagarariye Umuryango
NYIRANKUNDABERA Josepha
(sé)

Uwungirije bwa Mbere Uhagarariye Umuryango
HABIMANA Jean Damascène
(sé)

Uwungirije bwa Kabiri Uhagarariye Umuryango
MUKABAGWIZA Edda
(sé)

**ASSOCIATION POUR LA DEFENSE DES DROITS DE LA FEMME ET DE L'ENFANT
« HAGURUKA »**

STATUTS

Vu la loi N°20/2000 du 26/07/2000 relative aux Associations Sans But Lucratif ;

Revu les statuts de l'Association pour la Défense des Droits de la Femme et de l'Enfant « HAGURUKA » adoptés par l'Assemblée Générale constituante du 16 juillet 1991 ;

Vu la nécessité de conformer les statuts à la loi n° 20/2000 du 26/07/2000 régissant les Associations Sans But Lucratif ;

L'Assemblée Générale de l'Association pour la Défense des Droits de la Femme et de l'Enfant « HAGURUKA », réunie en session ordinaire du 09 au 10 février 2002, décide de modifier les statuts comme suit :

**CHAPITRE PREMIER : CREATION, DUREE, DENOMINATION, SIEGE, OBJET, CHAMP
D'ACTIVITES**

Article premier :

Conformément à la législation relative aux associations sans but lucratif, il est créé entre les signataires des présents statuts et pour une durée indéterminée, une Association Sans But Lucratif dénommée « Association pour la Défense des Droits de la Femme et de l'Enfant « HAGURUKA », ci-après désignée « l'Association ». L'Association n'a aucune allégeance, ni envers un parti politique, ni idéologique quelconque.

Article 2 :

Le siège social de l'Association est fixé dans la Mairie de la Ville de Kigali, District de Kacyiru, B.P. 3030 KIGALI. Il peut être transféré en toute autre localité du Rwanda, par décision de l'Assemblée Générale. Elle exerce ses activités sur toute l'étendue du territoire national.

Article 3 :

L'Association a pour objet de défendre les droits de la Femme et de l'Enfant, notamment :

- Promouvoir l'égalité des droits et responsabilités pour les deux sexes dans les domaines économique, juridique, socio-culturel et politique conformément à la Déclaration Universelle des Droits de l'Homme, aux autres instruments internationaux relatifs aux droits de la personne et à la législation rwandaise en la matière;
- Promouvoir la mise en application de la convention relative aux droits de l'enfant et soutenir toutes activités s'y rapportant ;
- Appuyer les actions visant à faire prendre conscience à la femme de ses responsabilités, de ses droits et de sa valeur au sein de la société, à la préparer et à l'encourager à participer activement à la vie publique dans son milieu immédiat, au niveau national et international ;
- Participer activement à l'élimination de toutes les formes de discrimination à l'égard de la femme
- Inciter et encourager les filles et les femmes à poursuivre des études primaires, secondaires et supérieures ;
- Mener un plaidoyer en faveur de la femme et de l'enfant auprès des décideurs politiques, des groupes d'influence publics, privés et organisations non gouvernementales, des partis politiques, des confessions religieuses et des agences de coopération bilatérale et multilatérale ;
- Soutenir par des conseils, des apports financiers et techniques les associations, les projets et les activités qui oeuvrent au profit de la fille, de la femme et de l'enfant ;
- Rechercher, analyser, informer et dénoncer les causes profondes des problèmes rencontrés par les filles, les femmes et les enfants pour que les solutions proposées soient appropriées.

CHAPITRE II : DES MEMBRES DE L'ASSOCIATION

Section 1 : Des catégories des membres

Article 4 :

L'Association se compose des membres effectifs, des membres d'honneur et des membres sympathisants.

Article 5 :

Sont membres effectifs, les membres fondateurs et les membres adhérents qui remplissent les conditions requises et adhèrent aux présents statuts.

Article 6 :

Sont membres sympathisants, toutes personnes physiques ou morales ayant sollicité de l'être et remplissant les conditions prévues par les présents statuts.

Article 7 :

Sont membres d'honneur les personnes physiques ou morales agréées par l'Assemblée Générale.

Section 2 : De l'acquisition de la qualité de membre

Article 8 :

Pour être membre de l'Association, les personnes physiques doivent avoir atteint la majorité civile et être de bonne conduite. Elles doivent manifester leur engagement à la défense des droits de la femme et de l'enfant et dire clairement pourquoi elles adhèrent à HAGURUKA.

Quant aux personnes morales, elles doivent manifester un attachement particulier à l'Association. Les critères d'appréciation sont notamment les suivantes :

- Avoir des projets similaires ;
- Prodiguer des conseils à l'Association ;
- Etre en relation de partenariat avec l'Association.

Article 9 :

Toute demande d'adhésion doit être écrite et adressée au Président du Conseil d'Administration pour être agréée ensuite par l'Assemblée Générale, à l'exception des membres fondateurs qui acquièrent cette qualité d'office.

La demande doit parvenir au Conseil d'Administration 3 mois avant la tenue de l'Assemblée Générale ordinaire.

A cette demande doivent être joints :

- a) Une déclaration du demandeur s'engageant à remplir ses devoirs de membre de l'Association ;
- b) S'il s'agit d'une personne morale, celle-ci doit fournir deux copies de ses statuts et celles du Règlement d'ordre intérieur ainsi qu'une attestation faisant preuve de sa personnalité juridique.

La personne qui adhère doit être parrainée par 3 membres de l'Association au moins.

Article 10 :

Toute demande ayant respecté les délais impartis doit être examinée au cours de la réunion ordinaire de l'Assemblée Générale qui suit sa réception.

Article 11 :

Dans un délai ne dépassant pas un mois après la tenue de la réunion, sauf cas de force majeure, le demandeur doit être informé par les soins du Représentant Légal de la suite réservée à sa requête.

Section 3 : De la perte de la qualité de membre

Article 12 :

La qualité de membre se perd par le retrait volontaire, le décès ou par l'exclusion prononcée par l'Assemblée Générale à la majorité des 2/3 des membres présents.

Article 13 :

Un membre peut se retirer de l'Association par déclaration unilatérale notifiée au Représentant Légal qui en informe l'Assemblée Générale au cours de sa prochaine réunion ordinaire.

Article 14 :

Un membre qui ne se conforme pas ou qui ne remplit plus ses obligations notamment l'absence deux fois successives dans les réunions de l'Assemblée Générale ou le non paiement des cotisations annuelles pendant deux années successives, peut subir des sanctions suivantes suivant la gravité du manquement :

-Avertissement par le Représentant Légal de l'Association ;

-Retrait du droit de vote et d'éligibilité par le Conseil d'Administration ;

-Suspension ou exclusion sur décision des 2/3 des membres présents à l'Assemblée Générale. Le délai de suspension ne peut dépasser une année, sauf cas exceptionnels.

Toutefois, l'exclusion ne peut être prononcée sans que l'intéressé ait été informé par le Représentant Légal de l'accusation portée contre lui et sans qu'il ait eu le temps de présenter sa défense.

Article 15 :

En cas d'exclusion, la réintégration du membre exclu nécessite une nouvelle demande.

CHAPITRE III : DES ORGANES DE L'ASSOCIATION

Article 16 :

Les organes de l'Association sont :

- L'Assemblée Générale ;
- Le Conseil d'Administration ;
- Le Secrétariat Exécutif.

Selon les besoins, il peut être institué d'autres organes par l'Assemblée Générale.

Article 17 :

L'Assemblée Générale est l'organe suprême de l'Association. Elle est composée de tous les membres effectifs de l'Association.

Article 18 :

Les pouvoirs et les devoirs réservés à l'Assemblée Générale sont les suivants :

- 1°. Veiller au respect des objectifs de l'Association ;
- 2°. Apporter des modifications aux statuts ;
- 3°. Adopter le règlement d'ordre intérieur de l'Association et le modifier ;

- 4°. Elire les membres du Conseil d'Administration et mettre fin à leur mandat ;
- 5°. Agréer les nouveaux membres ;
- 6°. Fixer le montant des cotisations ;
- 7°. Arrêter le budget de l'Association et donner décharge au Conseil d'Administration ;
- 8°. Autoriser l'aliénation des biens de l'Association ;
- 9°. Elire les Commissaires aux comptes ;
- 10°. Décider de la dissolution de l'Association et de l'affectation du patrimoine ;
- 11°. Nommer les liquidateurs et définir leur mandat ;
- 12°. Suspendre ou exclure un membre défaillant ;
- 13°. Adopter le programme d'activités et les états financiers de l'Association ;
- 14°. Accepter des dons et legs ;
- 15°. Toute autre compétence non réservée à un autre organe de l'Association.

Article 19 :

L'Assemblée Générale est présidée par le Président du Conseil d'Administration, ou à défaut par le 1^{er} Vice-Président, et à défaut de celui-ci par le 2^{ème} Vice Président.

En cas d'absence ou d'empêchement du Président et des deux Vices-Présidents, l'Assemblée Générale est présidée par tout autre membre du Conseil d'Administration qui l'a convoquée ou par le Président élu séance tenante en cas de convocation par un des membres effectifs de l'Association.

L'Assemblée Générale tient une session ordinaire par an. Elle peut tenir des sessions extraordinaires.

Article 20 :

L'Assemblée Générale est convoquée par le Président du Conseil d'Administration, ou à défaut par l'un des Vices-Présidents. En cas d'absence ou d'empêchement simultané du Président et des Vices-Présidents, l'Assemblée Générale est convoquée par un autre membre du Conseil d'Administration, ou à défaut par un membre mandaté par au moins 1/3 des membres effectifs de l'Association.

La convocation précise l'endroit, le jour et l'heure où se tient l'Assemblée Générale. Elle est transmise aux membres au moins 20 jours avant la session, à moins que des circonstances exceptionnelles n'exigent un délai plus court.

Article 21 :

La convocation doit également contenir l'ordre du jour. Celui de la session ordinaire comprend obligatoirement la présentation du bilan de l'exercice écoulé, les prévisions budgétaires, le rapport d'activités de l'Association et le rapport de contrôle des commissaires aux comptes. En cas de session extraordinaire, seuls les points pour lesquels l'Assemblée Générale a été convoquée peuvent être mis en discussion.

Article 22 :

Pour siéger valablement, l'Assemblée Générale doit atteindre la majorité de 2/3 des membres effectifs. Si ce quorum n'est pas atteint, une seconde session est convoquée dans les 15 jours. Elle délibère alors valablement, quel que soit le nombre des membres effectifs présents.

Article 23 :

Sous réserve des cas prévus aux articles 12, 14 et 36 des présents statuts, les décisions de l'Assemblée Générale sont prises à la majorité absolue des membres présents. En cas de parité de voix, celle du Président est prépondérante.

Article 24 :

L'Association est administrée par un Conseil d'Administration élu par l'Assemblée Générale parmi les membres effectifs pour un mandat de trois ans renouvelable une seule fois.

Le Conseil d'Administration se compose de :

- Un (e) Président (e);
- deux Vice-Président (e)s;
- un (e) Secrétaire ;
- un (e) Trésorier(e) ;
- quatre Conseiller(e)s.

Article 25 :

Le Conseil d'Administration peut recourir à des consultants ou des conseillers selon les besoins.

Article 26 :

Le Conseil d'Administration est convoqué et présidé par son Président ou en son absence par le 1^{er} Vice Président, ou à défaut de celui-ci par le 2^{ème} Vice Président.

En cas d'absence simultanée du Président et des Vices-Présidents, la réunion est convoquée et dirigée par l'un ou l'autre des autres membres du Conseil d'administration.

Le Conseil d'Administration se réunit une fois par trimestre. Il peut également se réunir aussi souvent que l'intérêt de l'Association l'exige. Le Conseil d'Administration ne peut siéger valablement que si au moins les 2/3 de ses membres sont présents. Aucune procuration n'est admise.

Toutes les décisions du Conseil d'Administration sont prises à la majorité absolue des membres présents. En cas de parité de voix, celle du Président est prépondérante.

Article 27 :

Les attributions du Conseil d'Administration sont les suivantes :

- 1°. Assurer la gestion et l'administration de l'Association ;
- 2°. Veiller à l'exécution des décisions de l'Assemblée Générale ;
- 3°. Elaborer le règlement d'ordre intérieur et le soumettre à l'approbation de l'Assemblée Générale ;
- 4°. Proposer à l'Assemblée Générale les modifications aux statuts et au Règlement d'Ordre Intérieur;
- 5°. Elaborer à l'intention de l'Assemblée Générale le rapport annuel d'activités ;
- 6°. Soumettre les prévisions budgétaires et les rapports de gestion à l'Assemblée Générale ;
- 7°. Proposer l'exclusion d'un membre ;
- 8°. Proposer l'admission de nouveaux membres ;
- 9°. Définir la politique de gestion du personnel de l'Association.

Article 28 :

Le Président du Conseil d'Administration est le Représentant Légal de l'Association et veille à la réalisation des objectifs de celle-ci. Les Vices Présidents en sont les Représentants Légaux Suppléants. Le Président et les Vices-Présidents sont les seuls habilités à représenter l'Association, notamment à ester en justice. Toutefois, pour ce dernier acte, ils peuvent donner procuration à toute personne, membre de l'Association ou non.

Article 29 :

Les membres du Conseil d'Administration répondent solidairement de leurs actes envers l'Association dans l'exécution de leur mandat collectif. Toutefois, chacun est responsable de l'exécution du mandat pour lequel il a été élu.

Article 30 :

L'Association dispose d'un Secrétariat Exécutif constitué d'un ensemble de services administratifs et techniques déterminés par le Conseil d'Administration.

Il est coordonné par un Secrétaire Exécutif National nommé par le Conseil d'Administration et dont les attributions sont définies par le règlement d'ordre intérieur.

CHAPITRE IV : DU PATRIMOINE ET DES RESSOURCES

Article 31 :

L'Association peut posséder, soit en jouissance, soit en propriété, des biens meubles et immeubles nécessaires à la réalisation de ses objectifs.

Article 32 :

Les ressources de l'Association sont constituées des cotisations des membres, des dons et legs, subventions et tout autre financement destiné aux œuvres de l'Association.

Article 33 :

L'Association affecte ses ressources seulement à ce qui concourt directement ou indirectement à la réalisation de ses objectifs.

CHAPITRE V : DES COMMISSAIRES AUX COMPTES

Article 34 :

L'Assemblée Générale élit tous les deux ans, deux Commissaires aux Comptes. Ils sont mandatés de vérifier les états financiers de l'Association, de vérifier la régularité et la sincérité des inventaires, bilans, ainsi que l'exactitude des informations données sur les comptes de l'Association.

Les Commissaires aux Comptes ont accès, sans les déplacer, à tous les livres et archives comptables de l'Association. Ils font un rapport de leur vérification à l'Assemblée Générale.

Article 35 :

L'Assemblée Générale peut mettre fin au mandat d'un ou des Commissaires aux Comptes. Elle pourvoit à leur remplacement pour achever le mandat.

CHAPITRE VI : DE LA DISSOLUTION, DE LA MODIFICATION DES STATUTS ET DES DISPOSITIONS FINALES

Article 36 :

La dissolution de l'Association est décidée par au moins les 2/3 des membres effectifs ou par décision judiciaire. Après apurement du passif, l'actif est cédé à d'autres associations poursuivant les mêmes objectifs. L'Assemblée Générale nomme les liquidateurs et détermine leur mandat.

Article 37 :

Toute modification des présents statuts ne peut se faire que sur décision de la majorité absolue des membres de l'Assemblée Générale.

Article 38 :

Pour toutes les dispositions non prévues dans les présents statuts, l'Association se réfère à son Règlement d'ordre intérieur et ses autres règles de procédures et règlements ainsi qu'aux lois et règlements en vigueur au Rwanda.

Article 39 :

Les présents statuts sont applicables à dater de l'adoption par l'Assemblée Générale.

Kigali, le 09 février 2002.

Représentant Légale
NYIRANKUNDABERA Josepha
(sé)

1^{er} Représentant Légal Suppléant
HABIMANA Jean Damascène
(sé)

2^{ème} Représentante Légale Suppléante
MUKABAGWIZA Edda
(sé)

ITEKA RYA MINISITIRI N° 123/11 RYO KUWA 16/11/2005 RYEMERA IHINDURWA RY'AMATEGEKO AGENGA UMURYANGO NYARWANDA UHARANIRA GUTEZA IMBERE NO KURENGERA UBURENGANZIRA BW'IKIREMWAMUNTU « LIPRODHOR »

Minisitiri w'Ubutabera,

Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 04 Kamena 2003, cyane cyane mu ngingo yaryo ya 120 n'ya 121 ;

Ashingiye ku itegeko n° 20/2000 ryo kuwa 26 Nyakanga 2000 ryerekeye imiryango idaharanira inyungu, cyane cyane mu ngingo yaryo ya 12, iya 14 n'ya 42 ;

Amaze kubona Iteka rya Perezida n° 27/01 ryo kuwa 18 Nyakanga 2004 rigena amwe mu mateka y'Abaminisitiri yemezwa atanyuze mu Nama y'Abaminisitiri, cyane cyane mu ngingo yaryo ya mbere ;

Asubiye ku iteka rya Minisitiri n° 447/05 ryo kuwa 31 Ukuboza 1991 riha ubuzimagatozi umuryango w'Abakristu Uharanira Kubahiriza Ikiremwamuntu mu Rwanda (LICHREDHOR), cyane cyane ingingo yaryo ya mbere ;

Abisabwe n'Umuvugizi w'Umuryango Nyarwanda Uharanira Guteza Imbere no Kurengera Uburenganzira bw'Ikiremwamuntu (LIPRODHOR) mu rwandiko rwakiriwe kuwa 28 Werurwe 2002;

ATEGETSE :

Ingingo ya mbere :

Icyemezo cy'abagize ubwiganze bw'umuryango Nyarwanda Uharanira Guteza Imbere no Kurengera Uburenganzira bw'Ikiremwamuntu (LIPRODHOR) cyafatiwe mu Nteko Rusange yo kuwa 22 Ukuboza 2001 cyo guhindura amategeko shingiro agenga uwo muryango nk'uko ateye ku mugereka w'iri teka kiremewe.

Ingingo ya 2:

Ingingo zose z'amateka yabanjirije iri kandi zinyuranyije naryo zivanyweho.

Ingingo ya 3:

Iri teka ritangira gukurikizwa umunsi rishyiriweho umukono. Agaciro karyo gahera ku itariki ya 22 Ukuboza 2001.

Kigali, kuwa 16/11/2005

Minisitiri w'Ubutabera
MUKABAGWIZA Edda
(sé)

ARRETE MINISTERIEL N° 123/11 DU 16/11/2005 PORTANT APPROBATION DES MODIFICATIONS APORTEES AUX STATUTS DE L'ASSOCIATION «LIGUE RWANDAISE POUR LA PROMOTION ET LA DEFENSE DES DROITS DE L'HOMME » (LIPRODHOR)

Le Ministre de la Justice,

Vu la Constitution de la République du Rwanda du 04 juin 2003, spécialement en ses articles 120 et 121 ;

Vu la loi n° 20/2000 du 26 juillet 2000 relative aux associations sans but lucratif, spécialement en ses articles 12, 14 et 42;

Vu l'Arrêté Présidentiel n° 27/01 du 18 juillet 2004 déterminant certains Arrêté Ministériels qui ne sont pas adoptés par le Conseil des Ministres, spécialement à son article premier ;

Revu l'Arrêté Ministériel n° 447/05 du 30 décembre 1991 accordant la personnalité civile à l'association « Ligue Chrétienne de Défense des Droits de l'Homme au Rwanda » (LICHREDHOR) spécialement à son article premier;

Sur requête du Représentant Légal de l'association « Ligue Rwandaise pour la Promotion et la Défense des Droits de l'Homme » (LIPRODHOR) reçue le 28 mars 2002 ;

ARRETE :

Article premier :

Est approuvée la décision de la majorité des membres effectifs de l'association « Ligue Rwandaise pour la Promotion et de Défense des Droits de l'Homme » (LIPRODHOR) prise au cours de l'Assemblée Générale du 22 décembre 2001 de modifier les statuts de ladite association tels qu'ils figurent en annexe du présent arrêté.

Article 2 :

Toutes les dispositions réglementaires contraires au présent arrêté sont abrogées.

Article 3 :

Le présent arrêté entre en vigueur le jour de sa signature. Il sort ses effets à partir du 22 décembre 2001.

Kigali, le 16/11/2005

Le Ministre de la Justice
MUKABAGWIZA Edda
(sé)

**UMURYANGO NYARWANDA UHARANIRA GUTEZA IMBERE NO KURENGERA
UBURENGANZIRA BW'IKIREMWAMUNTU (LIPRODHOR)**

AMATEGEKO SHINGIRO

IRANGASHINGIRO

Inteko Rusange ya LIPRODHOR yateranye mu nama isanzwe yo kuwa 22 Ukuboza 2001 ;

Ikurikije ibitekerezo bikubiye mu itangazo Mpuzamahanga ry'Uburenganzira bw'Ikiremwanuntu ryo kuwa 10 Ukwakira 1948 ;

Imaze kubona ko ari ngombwa kubahiriza agaciro ka kamere muntu no kwemera ko abantu iyo bava bakagera bafite uburenganzira bungana kandi budashobora gusubizwa inyuma ari byo shingiro ry'ukwishyira ukizana, ubutabera n'amahoro mu Gihugu ;

Ishingiye ku Iteka rya Minisitiri n° 447/05 ryo kuwa 30 Ukuboza 1991 ryatangijwe mu Igazeti ya Leta n° 15 yo kuwa 01 Kanama 1992 rihabwemo ubuzimagatozi umuryango wa Gikirisitu Uharanira kubahiriza Ikiremwanuntu mu Rwanda « LIPRODHOR » ;

Ishingiye ku cyemezo cy'Inteko Rusange yo kuwa 13 Kamena 1993 gihindura izina ry'Umuryango wa Gikirisitu uharanira kubahiriza Ikiremwanuntu mu Rwanda (LICHREDHOR) ukitwa Umuryango Nyarwanda uharanira guteza imbere no kurengera uburenganzira bw'Ikiremwanuntu « LIPRODHOR » ;

Imaze kubona ibyifuzo by'Inteko Rusange yo kuwa 25 Mutarama 1998 byerekeye ivugururwa ry'amategeko n'amabwiriza y'umuryango LIPRODHOR, hagamijwe gutera inkunga inzego z'imirimu z'umuryango kugira ngo uzagere ku buryo buhamye ku ntego wihaye kuva washingwa ;

Imaze kubona ibyifuzo by'Inteko Rusange yo kuwa 03 Gashyantare 2001 byerekeye ishyirwaho ry'amashuri y'umuryango mu ntara z'Igihugu zose ;

Yongeye kureba amategeko shingiro ya mbere ya LIPRODHOR ;

Ishingiye ku itegeko n° 20/2000 ryo kuwa 26/07/2000 ryerekeye imiryango idaharanira inyungu mu Rwanda, cyane cyane ku ngingo yayo ya 42;

Yemeje kandi itangaje ihindurwa ry'amategeko shingiro y'umuryango ku buryo bukurikira:

**UMUTWE WA MBERE: IZINA, IGIHE UZAMARA, ICYICARO CY'UMURYANGO, AHO
UZAKORERA, INTEGO N'UBURYO BWO GUKORA**

Ingingo ya mbere: Izina n'igihe umuryango uzamara

Nk'uko biteganywa n'itegeko n° 20/2000 ryo kuwa 26/07/2000 rigenga Imiryango Idaharanira Inyungu mu Rwanda, hashyizweho mu gihe kitagenwe Umuryango Nyarwanda Uharanira Guteza Imbere no Kurengera Uburenganzira bw'Ikiremwanuntu, mu magambo ahinnye y'igifaransa "LIPRODHOR" mu ngingo zikurikira wiswe "Umuryango".

Ingingo ya 2: icyicaro cy'Umuryango

Icyicaro cy'Umuryango kiri mu Karere ka Nyarugenge mu Mujyi wa Kigali, agasanduku k'iposita n° 1892 Kigali. Gishobora kwimurirwa ahandi hose mu Rwanda byemejwe n'Inteko Rusange.

Ingingo ya 3: Aho Umuryango ukorera

Umuryango ukorera imirimu yawo mu Rwanda hose.

Ingingo ya 4: Intego

Umuryango ufite intego zikurikira:

- Guharanira, kurinda no kurengera ukwishyira ukizana n'uburenganzira bw'ibanze bwa muntu nk'uko bwabobanuwe n'Intangazo Mpuzamahanga ry'Uburenganzira bw'Ikiremhamuntu kandi bukemerwa n'Amahame y'Umuryango w'Abibumbye.
- Kugira uruhare rutuma inzego z'ubutegetsi zinyuranye mu Gihugu zishobora kurinda ku mubiri, mu bitekerezo no mu bucamanza umuntu wese uri mu Rwanda;

Ingingo ya 5: Uburyo bw'imikorere

Imikorere y'Umuryango yibanda kuri ibi bikurikira:

- Guteza imbere amahame atagira uko asa y'uburinganire, uburenganzira bwo kuba uwo uri we, n'ukutagira umupaka k'uburenganzira bwa muntu no kurwanya byimazeyo uburyo bwose bw'ikandamiza;
- Gushyiraho uburyo bwo kumenyeshya no kwamagana ibikorwa bigamije guhohotera uburenganzira bw'Ikiremhamuntu;
- Gufatanywa n'imiryango yo mu rwego rw'Igihugu cyangwa yo mu rwego mpuzamahanga mu gukemura ibibazo byihutirwa n'ibyorezo kamere cyangwa bitari kamere;
- Kwandika no gusakaza mu nzego zose z'abaturage inyandiko zihamya ukubahiriza uburenganzira bw'ibanze n'ukwishyira ukizana kwa rubanda;
- Gushyiraho amatsinda y'abaganzuzi bashinzwe gukurikiranira hafi imiburanishirize y'imanza n'uburyo ukekwa icyaha agengerwa mu gihe cy'urubanza;
- Gukangurira abantu n'inzego zibashinzwe gukurikiranira ikibazo cy'indishyi zitangirwa igihe kandi zigahabwa abazikwiye;
- Gushyirahamya abashinzwe kubahiriza amategeko ishyirwa mu bikorwa ry'amabwiriza agenga imyifatire myiza mu kazi kugira ngo ibyo kwica urubozo, guhanisha ibihano birimo ubugome budakwiye ikiremhamuntu cyangwa se bimutesha agaciro bicike burundu ;
- Gukangurira ababashinzwe kurushaho gufata neza imfungwa no gukurikiranira hafi buri gihe uko abafunzwe bafashwe aho bafungiyeye.

UMUTWE WA II: ABANYAMURYANGO N'INZEGO Z'UMURYANGO

Ingingo ya 6: Abanyamuryango

Umuryango ugizwe n'ibice bitatu by'abanyamuryango:

- Abanyamuryango bawushinze ni abagize Inteko Rusange ishingwa Umuryango.
- Abanyamuryango bawinjiramo ni abemeye amategeko shingiro y'Umuryango bakawinjiramo babisabye kandi bakabyemererwa n'Inteko Rusange.
- Abanyamuryango b'Icyubahiro ni abantu ku giti cyabo cyangwa imiryango yabyemerewe n'Inteko Rusange y'Umuryango ishingiyeye ku ruhare bagira mu kugeza Umuryango ku ntego zawo.

Abanyamuryango bawushinze n'abanyamuryango bawinjiyemo ni bo Banyamuryango nyakuri b'umuryango. Uburenganzira n'ishingano byabo bigenwa n'Amategeko y'Umwihariko y'Umuryango.

Buri muntu wese ufite imyaka 18 y'amavuko kandi wemerewe uburenganzira nyagihugu bwe bwose, ashobora kuba umunyamuryango abyisabiye kandi amaze kubyemererwa n'Inteko Rusange igenewe gufata icyemezo ku isaba rye.

Umunyamuryango areka kuba we apfuye, asezeye ku bushake bwe cyangwa asezerewe n'Inteko Rusange. icyemezo cyo gusezerera Umunyamuryango gifatwa ku majwi ya 2/3 by'abanyamuryango nyir'izina baje mu Nteko Rusange.

Ingingo ya 7: Inzego z'Umuryango

Inzego z'Umuryango ni izi zikurikira:

- Inteko Rusange
- Inama y'Ubuyobozi
- Inama y'Abaganzuzi b'imari

Ingingo ya 8: Inteko Rusange

Inteko Rusange nirwo rwego rukuru rw'Umuryango. Ifite inshingano zikurikira:

- Kwemeza no guhindura amategeko agenga Umuryango n'amategeko yihariye yawo;
- Gushyiraho no kuvanaho uhagarariye Umuryango n'umwungirije kimwe n'abagize Inama Y'ubuyobozi;
- Kwemeza ibyo Umuryango uzakora;
- Kwemerera, guhagarika no kwirukana umunyamuryango;
- Kwemeza buri mwaka imicungire y'umutungo;
- Kwemerera impano n'indagano;
- Gushyiraho utunama twihariye bisabwe n'Inama y'Ubuyobozi ;
- Gutora no gukuraho abagize Inama y'Abagenzuzi b'Imari ;
- Gusesa umuryango.

Ingingo ya 9 : Inama y'Inteko Rusange

Inteko Rusange iterana rimwe mu mwaka mu nama isanzwe iba mu gihembwe cya mbere. Ishobora guterana mu nama zidasanzwe igihe cyose bibaye ngombwa.

Ingingo ya 10: Uko Inteko Rusange itumizwa

Inteko Rusange itumizwa na Perezida w'Inama y'Ubuyobozi cyangwa Visi-Perezida w'Inama y'Ubuyobozi iyo Perezida atabonetse.

Iyo Perezida w'Inteko Rusange cyangwa umwungirije badashoboye gutumira Inteko Rusange kubera ko babuze, banze cyangwa bagize indi mpamvu ituma badashobora gutumiza iyo nama mu buryo bwemewe n'amategako, undi munyamuryango mu bagize Inama y'Ubuyobozi cyangwa undi munyamuryango nyakuri ashigikiye n'innyandiko ibisaba iriho imikono ya 1/3 cy'abanyamuryango nyakuri, ashobora gutumiza Inteko Rusange mu buryo bwemewe.

Ingingo ya 11: Uburyo inama z'Inteko Rusange zikorwa

Uretse igihe hari ingingo z'ayo mategeko shingiro zibiteganyaga ukundi, Inteko Rusange iterana ku bwiganze busesuye bw'abanyamuryango nyakuri.

Ibaruwa itumiza Inteko Rusange igomba kuba irimo gahunda y'ibiri ku murongo w'ibizigwa mu nama, umunsi, isaha n'ahantu izabera. Inteko Rusange isanzwe itumizwa mbere y'iminsi 30, amabarwa ayitumiza akagera ku banyamuryango nibura mbere y'iminsi 15 kugira iterane. Naho Inteko Rusange idasanzwe itumizwa mbere y'iminsi 15, amabarwa ayitumiza akagera ku banyamuryango nibura mbere y'iminsi 8 kugira ngo iterane.

Iyo umubare wa ngombwa utagezeho, indi nama y'Inteko Rusange itumizwa mu minsi mirongo itatu (30) ikurikira kandi igashobora guterana hari ubwiganze bwa 1/3 cy'abagize Inteko. Iyo ubwo bwiganze butabonetse Inteko Rusange yongera gutumizwa nko mu buryo bwa mbere igashobora guterana uko umubare w'abayitabiriye waba ungana kose. Ibyemezo bifatwa ku bwiganze burunduye bw'abayigize.

Ingingo ya 12: Inama y'Ubuyobozi

Inama y'Ubuyobozi igizwe na Perezida, Visi-Perezida, Umunyamabanga Mukuru, Umubitsi n'aba Perezida bane b'utunama twihariye dushinzwe amategeko, ubukungu, itangazamakuru n'uburezi, imibereho myiza n'uburinganire.

Abagize Inama y'Ubuyobozi batorwa n'Inteko Rusange, bakagira manda y'imyaka ibiri ishobora kungururwa inshuri imwe.

Inshingano z'Inama y'Ubuyobozi zemezwa n'Inteko Rusange.

Ingingo ya 13: Inshingano z'Inama y'Ubuyobozi

Inama y'Ubuyobozi ishinze imirimo ikurikira:

- Gushyira mu bikorwa ibyemezo by'Inteko Rusange;
- Gushyira mu kazi, kuyobora no gucunga abakozi b'umuryango;
- Kigirana imishyikirano n'ubutegetsi bwa Leta n'ibigo byigenga byo mu Gihugu cyangwa mpuzamahanga;
- Guteganya ingengo y'imari ikoresheya n'Umuryango;
- Kugaragaza ishusho y'umutungo n'imikoreshereze y'imari y'umuryango;
- Gutegura no gutunganya inama z'Inteko Rusange;
- Kugaba umutungo w'umuryango;
- Gushyira mu bikorwa ibindi byose bitari mu nshingano z'izindi nzego z'Umuryango.

Ingingo ya 14: Imiyoborere n'Inama y'Ubuyobozi

Perezida w'Inama y'Ubuyobozi ni we uhagarariye Umuryango mu buryo bwemewe n'amategko. Visi-Perezida niwe umwungirije.

Inshingano za buri wese mu bagize Inama y'Ubuyobozi zisobanurwa n'amategko y'umwihariko.

Ingingo ya 15: Itanga-bubasha ry'Inama y'Ubuyobozi

Inama y'Ubuyobozi ishobora guha bumwe mu bubasha bwayo Biro y'Inama y'Ubuyobozi igizwe na Perezida w'Inama y'Ubuyobozi, Visi-Perezida, Umunyamabanga Mukuru n'Umubitsi.

Ingingo ya 16: Inama y'Abagenzuzi n'Imari

Inama y'Abagenzuzi b'Imari igizwe n'abantu batatu: Perezida n'abagenzuzi babiri. Abagize Inama y'Ubuyobozi batorwa mu ibanga n'Inteko Rusange, bagira manda y'imyaka itatu ishobora kunguruzwa inshuro imwe.

Inama y'Abagenzuzi b'imari ifite ubutumwa bwo kugenzura buri gihe imicungire y'imari y'umuryango no gutanga ibitekerezo bya ngombwa byatuma imicungire y'umutungo iba myiza.

Abagenzuzi bafite uburenganzira buri gihe bwo kugenzura inyandiko z'ibaruramari ariko ntibazivane aho zibikwa ngo bazijyane ahandi. Baha Inteko Rusange raporo y'ibyo bagezeho. Amategko y'umwihariko y'umuryango asobanura ubundi buryo urwo rwego rukoramo.

UMUTWE WA III: Umutungo w'umuryango

Ingingo ya 17: Aho umutungo ukomoka

Umutungo w'umuryango ukomoka:

1. Ku misanzu y'abanyamuryango;
2. ku nkunga z'abagira neza;
3. ku mpano n'indagano;
4. ku mutungo umuryango ushoboye kwigereraho ubwawo.

UMUTWE WA IV: IHINDURWA RY'AMATEGEKO SHINGIRO

Ingingo ya 18: Ihindurwa ry'amategko shingiro

Icyahindurwa cyose kuri aya mategeko kigomba gushyirwa ku murongo w'ibyigwa mu nama y'Inteko Rusange yatumirijwe iyo mpamvu, nibura hasigaye iminsi 15 ngo iterane, kandi iryo hindurwa ntirishobora kwemezwa hatabonetse ubwiganze busesuye bw'abanyamuryango nyakuri bayirimo.

UMUTWE WA V: ISESWA RY'UMURYANGO

Ingingo ya 19: Iseswa ry'umuryango

Icyemezo cyo gusesa umuryango gifatwa n'Inteko Rusange ku bwiganze bwa 2/3 by'abanyamuryango nyakuri bayirimo.

Ingingo ya 20: Aho umutungo ujya nyuma y'iseswa

Mu gihe umuryango usheshwe, umutungo wawo, hamaze kwishyurwa imyenda, ugabirwa imiryango itagengwa na Leta ifite intego zimwe n'iz'umuryango.

Ingingo ya 21: Kugaba umutungo w'umuryango

Igihe umuryango usheshwe, igaba ry'umutungo wawo rikorwa n'umwe cyangwa benshi bashinzwe kugabanya uwo mutungo bashyizweho n'Inteko Rusange yafashe icyemezo cyo gusesa umuryango.

Ishyirwaho ry'umwe cyangwa benshi bashinzwe kugaba umutungo w'umuryango rihagarika manda y'Inama y'Ubuyobozi.

UMUTWE WA VI: INGINGO ZISOZA N'IZ'ICYUHO

Ingingo ya 22: Ubunyamabanga Nshingwabikorwa

Ubunyamabanga Nshingwabikorwa ni inkomatane y'imirimu nkoranabuhanga n'iy'imicungire ishyirwaho n'Inama y'Ubuyobozi ikanagenerwa uburyo bwo kurangiza ibikorwa by'umuryango. Ubwo buryo bugizwe n'abakozi, ibikoresho, amafaranga n'ibindi.

Ingingo ya 23:

Ku bidateganyijwe byose muri aya mategeko shingiro hazakurikizwa amategeko y'umwihariko, amategeko n'imigenzereze bisanzwe mu Gihugu.

Ingingo ya 24:

Aya mategeko shingiro atangira kubahirizwa umunsi yemejwe n'Inteko Rusange, ni ukuvuga kuwa 22 Ukuboza 2001.

Umuvugizi w'Umuryango
GAHUTU Augustin
(sé)

Umuvugizi Wungirije w'Umuryango
BYUMA François-Xavier
(sé)

**LIGUE RWANDAISE POUR LA PROMOTION ET LA DEFENSE DES DROITS DE L'HOMME
(LIPRODHOR)**

LES STATUTS

PREAMBULE

L'Assemblée Générale de la LIPRODHOR réunie en session extraordinaire du 22 décembre 2001 ;

Fidèle à l'esprit de la Déclaration Universelle des Droits de l'Homme du 10 décembre 1948 ;

Considérant que la reconnaissance de la dignité inhérente à tous les membres de la famille humaine et de leurs droits égaux et inaliénables constitue le fondement de la liberté, de la justice et de la paix dans le pays ;

Vu l'Arrêté Ministériel n° 447/05 du 30 décembre 1991 publié au Journal Officiel du Rwanda n° 15 du 1 août 1992 accordant la personnalité juridique à la Ligue Chrétienne de Défense des Droits de l'Homme « LICHREDHOR » ;

Considérant la décision de l'Assemblée Générale du 13 juin 1993 modifiant la dénomination de la Ligue Chrétienne de Défense des Droits de l'Homme au Rwanda «LICHREDHOR» devenue depuis lors la Ligue Rwandaise pour la Promotion et la Défense des Droits de l'Homme «LIPRODHOR» ;

Considérant les recommandations de l'Assemblée Générale du 25 janvier 1998 relatives à la mise à jour des Statuts et du règlement d'ordre intérieur de la LIPRODHOR en vue de renforcer ses structures fonctionnelles et d'atteindre efficacement les objectifs qu'elle s'est assignés depuis sa création ;

Considérant les recommandations de l'Assemblée Générale du 3 février 2001 relatives à la décentralisation des organes de la Ligue dans toutes les provinces du pays ;

Revu les anciens statuts de la LIPRODHOR ;

Considérant la loi n° 20/2000 du 26/07/2000 régissant les Associations sans but lucratif, spécialement l'article 42 ;

Adopte et déclare les modifications statutaires suivantes :

**CHAPITRE PREMIER : DE LA DENOMINATION, DE LA DUREE, DU SIEGE SOCIAL, DU
CHAMPS D'ACTIVITES, DES OBJECTIFS ET DES MOYENS D'ACTION**

Article premier : Dénomination et durée

Conformément aux dispositions de la loi n° 20/2000 régissant les associations sans but lucratif au Rwanda, il est créé pour une durée indéterminée, une association sans but lucratif dénommée « Ligue Rwandaise pour la Promotion et la Défense des Droits de l'Homme » LIPRODHOR en sigle, ci-après dénommée «Ligue».

Article 2 : Du siège social

Le siège social de la Ligue est établi dans le District de Nyarugenge dans la Mairie de la Ville de Kigali, B.P. 1892 Kigali. Il peut être transféré dans toute autre province du pays sur décision de l'Assemblée Générale.

Article 3 : Du Champs d'activités

La Ligue exerce ses activités sur toute l'étendue du territoire rwandais.

Article 4 : Des objectifs

La Ligue a pour objectifs de :

- Promouvoir, protéger et défendre les libertés et les droits fondamentaux de la personne humaine tels que définis dans Déclaration Universelle des Droits de l'Homme et reconnus par les Nations-Unies ;
- Concourir à ce que les différentes institutions du pays offrent leur protection physique, morale et judiciaire à tout être humain vivant sur le territoire rwandais.

Article 5 : Des moyens d'action

Les moyens d'actions de la Ligue sont les suivants :

- Promouvoir les principes sacrés de l'égalité, du droit à la différence et de l'universalité des droits humains et combattre fermement toutes les formes de discrimination ;
- Créer un réseau d'information et de dénonciation sur les violations des droits humains ;
- Collaborer avec les organismes nationaux et internationaux dans la résolution des problèmes urgents inhérents aux catastrophes naturelles ou non ;
- Produire et diffuser dans toutes les couches de la population, les textes garantissant le respect des droits à toutes les parties au procès soient respectées ;
- Conscientiser les gens et les instances habilités à résoudre le problème d'indemnisation due aux victimes ;
- Susciter le strict respect du code de conduite des responsables de l'application des lois en vue de l'abolition de la torture et de tout traitement cruel, inhumain et dégradant ;
- Conscientiser à l'amélioration du traitement des détenus et suivre régulièrement la situation des personnes en milieu carcéral.

CHAPITRE II : DES MEMBRES ET DES ORGANES DE LA LIGUE

Article 6 : Des membres

La ligue comporte trois catégories de membres :

- les membres fondateurs ;
- les membres adhérents ;
- les membres d'honneur.

Les membres fondateurs sont ceux de l'Assemblée Générale constituante de la ligue. Les membres adhérents sont ceux qui ont adhéré aux statuts de la Ligue sur leur demande et admis par l'Assemblée Générale.

Les membres d'honneur sont des personnes physiques ou morales auxquelles l'Assemblée Générale confère cette qualité eu égard à leur contribution aux objectifs de la Ligue.

Les membres fondateurs et les membres adhérents sont les membres effectifs de la Ligue. Les droits et les obligations des membres sont déterminés par le règlement d'ordre intérieur de la Ligue.

Toute personne âgée de dix-huit ans et jouissant de tous les droits civiques, peut être membre de la ligue sur sa demande et après la décision de l'Assemblée Générale réunie à cet effet.

La qualité de membre se perd par le décès, la démission volontaire ou l'exclusion sur décision de l'Assemblée Générale. La perte de la qualité de membre par exclusion ne peut être prononcée qu'à la majorité de 2/3 des membres effectifs présents à l'Assemblée Générale.

Article 7 : Des organes

Les organes de la Ligue sont les suivants :

- L'Assemblée Générale ;
- Le Conseil d'Administration ;
- Le Collège des Commissaires aux Comptes.

Article 8 : De l'Assemblée Générale

L'Assemblée Générale est l'organe suprême de la Ligue. Elle a les pouvoirs suivants :

- Adopter et modifier les statuts et le Règlement d'Ordre intérieur de la Ligue ;
- Elire et démettre le Représentant légal, le Représentant Légal Suppléant et les membres du Conseil d'Administration de la Ligue ;
- Adopter le plan d'action de la Ligue ;
- Accepter l'adhésion, la démission ou l'exclusion des membres de la Ligue ;
- Approuver chaque année les rapports financiers ;
- Accepter les dons et les legs ;
- Créer les commissions spécialisées sur proposition du Conseil d'Administration ;
- Elire et démettre les membres du collège des commissaires aux comptes ;
- Dissoudre la Ligue.

Article 9 : Des réunions de l'Assemblée Générale

L'Assemblée Générale Ordinaire se réunit une fois par an au cours du premier trimestre. Toutefois, elle peut se réunir en session extraordinaire chaque fois que de besoin.

Article 10 : De la convocation de l'Assemblée Générale

L'Assemblée Générale est convoquée par le Président du Conseil d'Administration ou le Vice-Président en cas d'empêchement du Président.

Lorsque le Président de l'Assemblée Générale ou le Vice-Président ne peuvent pas convoquer la réunion de l'Assemblée Générale par empêchement, refus ou tout autre motif les empêchant de convoquer la réunion légalement, tout autre membres du Conseil d'Administration ou tout autre membre effectif, appuyé par une demande écrite d'un tiers des membres effectifs, peut régulièrement convoquer la réunion de l'Assemblée Générale.

Article 11 : Des modalités de réunion de l'Assemblée Générale

Sauf dispositions contraires des présents statuts, l'Assemblée Générale se réunit valablement à la majorité absolue des membres effectifs.

La lettre de convocation de l'Assemblée Générale doit contenir l'ordre du jour, la date, l'heure et le lieu de ses assises. L'Assemblée Générale Ordinaire est convoquée 30 jours avant la tenue de la réunion, les lettres de convocation doivent parvenir aux destinataires au moins 15 jours avant la tenue de la réunion. L'Assemblée Générale Extraordinaire est convoquée dans 15 jour avant la tenue de la réunion et les lettres de convocation doivent parvenir aux membres 8 jours au moins avant la tenue de la réunion.

Lorsque le quorum n'est pas atteint, une autre réunion de l'Assemblée Générale est convoquée dans les trente jours suivant et peut siéger valablement à la majorité d'un tiers de ses membres. Au cas où cette majorité requise n'est toujours pas atteinte, une autre réunion de l'Assemblée Générale est convoquée dans les mêmes formes que la précédente des membres présents. Elle délibère valablement à la majorité absolue des membres présents.

Article 12 : Du Conseil d'Administration

Le Conseil d'Administration est composé du Président, Vice-Président, Secrétaire Général, du Trésorier et de quatre Présidents des commissions spécialisées: commission juridique, commission économique, commission d'information et éducation et commissions des affaires sociales et genre. Les membres du Conseil d'Administration sont élus par l'Assemblée Générale pour un mandat de deux ans renouvelable une fois.

Les attributions du Conseil d'Administration sont adoptés par l'Assemblée Générale.

Article 13 : Des attributions du Conseil d'Administration

Le Conseil d'Administration a les attributions suivantes :

- Exécuter les décisions de l'Assemblée Générale ;
- Recruter, administrer et gérer le personnel de la Ligue ;
- Assurer les relations avec les autorités publiques et organismes nationaux et internationaux ;
- Elaborer le budget de fonctionnement de la Ligue ;
- Etablir les bilans et les comptes d'exploitation de la Ligue ;
- Préparer et organiser les réunions de l'Assemblée Générale ;
- Aliéner les biens de la Ligue ;
- Exécuter les affaires ne rentrant pas dans les attributions de l'un ou l'autre des organes de la Ligue.

Article 14 : De la présidence du Conseil d'Administration

Le Président du Conseil d'Administration est d'office le Représentant Légal de la Ligue. Le Vice-Président en est le Représentant Légal Suppléant.

Les attributions propres de chaque membre du Conseil d'Administration sont définies dans le règlement d'ordre intérieur de la ligue.

Article 15 : De la délégation des pouvoirs du Conseil d'Administration

Le Conseil d'Administration peut déléguer certaines de ses compétences au Bureau du Conseil d'Administration composé du Président du Conseil d'Administration, du Vice-Président, du Secrétaire Général et du Trésorier.

Article 16 : Du collège des Commissaires aux comptes

Le collège des commissaires aux comptes est composé de son Président et de deux commissaires. Les commissaires aux comptes sont élus au scrutin secret par l'Assemblée Générale pour un mandat de trois ans renouvelable une fois.

Le Collège des Commissaires aux Comptes a pour mission de contrôle en tout temps la gestion des finances de la Ligue et de lui fournir tout avis jugé nécessaire pour la bonne gestion.

Les membres du Conseil de Surveillance ont accès en tout temps à tous les documents comptable de la Ligue mais sans les déplacer. Ils donnent leur rapport à l'Assemblée Générale. Le Règlement d'Ordre Intérieur définit les autres modalités de fonctionnement de cet organe.

CHAPITRE III : Du Patrimoine de la Ligue

Article 17 : De la source du patrimoine

Le patrimoine de la Ligue provient :

1. Des cotisations des membres ;
2. des subventions des bienfaiteurs ;
3. des dons et legs ;
4. des acquisitions propres de la Ligue.

CHAPITRE IV : DE LA MODIFICATION DES STATUTS

Article 18 : Des modalités de modification des statuts

Toute modification à apporter aux présents statuts doit être portée à l'ordre du jour de la réunion de l'Assemblée Générale convoquée à cet effet au moins 15 jours avant la tenue de la réunion, et elle ne pourra être adoptée qu'à la majorité absolue des membres effectifs présents.

CHAPITRE V : DE LA DISSOLUTION DE LA LIGUE

Article 19 : De la dissolution de la Ligue

La décision de dissoudre la Ligue ne peut être prise par l'Assemblée Générale qu'à la majorité des 2/3 des membres effectifs présents.

Article 20 : De la destination du patrimoine après la dissolution

En cas de dissolution de la Ligue, son patrimoine, après l'apurement du passif, sera affecté aux organisations non gouvernementales ayant les mêmes objectifs que la Ligue.

Article 21 : De l'aliénation du patrimoine de la Ligue

En cas de dissolution, la liquidation du patrimoine de la Ligue est faite par un ou plusieurs liquidateurs désigné(s) par l'Assemblée Générale ayant statué sur la dissolution de la Ligue.

La désignation d'un ou de plusieurs liquidateurs met fin au mandat du Conseil d'Administration.

CHAPITRE VI : Des dispositions finales et transitoires

Article 22 : Du Secrétariat Exécutif

Le Secrétaire Exécutif est l'ensemble des services techniques et de gestion mis en place par le Conseil d'Administration et doté de moyens requis en personnel, matériel, finances, etc. pour lui permettre de mener à bien les activités de la Ligue.

Article 23 :

Pour tout ce qui n'est pas précisé dans les présent statuts, référence sera faite au règlement d'Ordre Intérieur, aux lois et aux usages en vigueur dans le pays.

Article 24 :

Les présents Statuts entrent en vigueur le jour de leur adoption par l'Assemblée Générale, soit le 22 décembre 2001.

Le Représentant Légal
GAHUTU Augustin
(sé)

Le Représentant Légal Suppléant
BYUMA François Xavier
(sé)

ITEKA RYA MINISITIRI N° 124/11 RYO KUWA 16/11/2005 RYEMERA UMUVUGIZI W'UMURYANGO NYARWANDA UHARANIRA GUTEZA IMBERE NO KURENGERA UBURENGAZIRA BW'IKIREMWAMUNTU « LIPRODHOR » N'UMUSIMBURA WE

Minisitiri w'Ubutabera,

Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 04 Kamena 2003, cyane cyane mu ngingo yaryo ya 120 n'ya 121 ;

Ashingiye ku itegeko n° 20/2000 ryo kuwa 26 Nyakanga 2000 ryerekeye imiryango idaharanira inyungu, cyane cyane mu ngingo yaryo ya 12, iya 14 n'ya 42 ;

Amaze kubona Iteka rya Perezida n° 27/01 ryo kuwa 18 Nyakanga 2004 rigena amwe mu mateka y'Abaminisitiri yemezwa atanyuze mu Nama y'Abaminisitiri, cyane cyane mu ngingo yaryo ya mbere ;

Asubiye ku iteka rya Minisitiri n° 447/05 ryo kuwa 31 Ukuboza 1991 riha ubuzimagatozi umuryango w'Abakristu Uharanira Kubahiriza Ikiremwamuntu mu Rwanda (LICHREDHOR), cyane cyane ingingo yaryo ya 2 ;

Abisabwe n'Umuvugizi w'Umuryango Nyarwanda Uharanira Guteza Imbere no Kurengera Uburenganzira bw'Ikiremwamuntu (LIPRODHOR) mu rwandiko rwakiriwe kuwa 7 Ukwakira 2002 ;

ATEGETSE :

Ingingo ya mbere :

Uwemerewe kuba Umuvugizi w'Umuryango Nyarwanda Uharanira Guteza Imbere no Kurengera Uburenganzira bw'Ikiremwamuntu (LIPRODHOR) ni Bwana NSENGIYUMVA Emmanuel, umunyarwanda, utuye i Kigali, Akarere ka Gikondo, Umujyi wa Kigali.

Uwemerewe kuba Umusimbura w'Uhagarariye uwo muri umuryango ni Bwana BYUMA François-Xavier, umunyarwanda, utuye i Kigali, Akarere ka Nyamirambo, Umujyi wa Kigali.

Ingingo ya 2:

Ingingo zose z'amateka yabanjirije iri kandi zinyuranyije naryo zivanyweho.

Ingingo ya 3:

Iri teka ritangira gukurikizwa umunsi rishyiriweho umukono. Agaciro karyo gahera ku itariki ya 28 Nzeri 2002.

Kigali, kuwa 16/11/2005

Minisitiri w'Ubutabera
MUKABAGWIZA Edda
(sé)

ARRETE MINISTERIEL N° 124/11 DU 16/11/2005 PORTANT AGREMENT DU REPRESENTANT LEGAL ET DU REPRESENTANT LEGAL SUPPLEANT DE L'ASSOCIATION « LIGUE RWANDAISE POUR LA PROMOTION ET LA DEFENSE DES DROITS DE L'HOMME » (LIPRODHOR)

Le Ministre de la Justice,

Vu la Constitution de la République du Rwanda du 04 juin 2003, spécialement en ses articles 120 et 121 ;

Vu la loi n° 20/2000 du 26 juillet 2000 relative aux associations sans but lucratif, spécialement en ses articles 12, 14 et 42;

Vu l'Arrêté Présidentiel n° 27/01 du 18 juillet 2004 déterminant certains arrêtés ministériels qui ne sont pas adoptés par le Conseil des Ministres, spécialement à son article premier ;

Revu l'arrêté ministériel n° 447/05 du 30 décembre 1991 accordant la personnalité civile à l'association « Ligue Chrétienne de Défense des Droits de l'Homme au Rwanda » (LICHREDHOR) spécialement à son article 2;

Sur requête du Représentant Légal de l'association « Ligue Rwandaise pour la Promotion et la Défense des Droits de l'Homme » (LIPRODHOR) reçue le 7 octobre 2002 ;

ARRETE :

Article premier :

Est agréée en qualité de Représentant Légal de l'association « Ligue Rwandaise pour la Promotion et de Défense des Droits de l'Homme » (LIPRODHOR) Monsieur NSENGIYUMVA Emmanuel, de nationalité Rwandaise, résidant à Kigali à Kigali, District de Gikondo, Ville de Kigali.

Est agréée en qualité du Représentant Légal Suppléant de la même association Monsieur BYUMA François-Xavier, de nationalité Rwandaise, résidant à Kigali, District de Nyamirambo, Ville de Kigali.

Article 2 :

Toutes les dispositions réglementaires contraires au présent arrêté sont abrogées.

Article 3 :

Le présent arrêté entre en vigueur le jour de sa signature. Il sort ses effets à partir du 28 septembre 2001.

Kigali, le 16/11/2005

Le Ministre de la Justice
MUKABAGWIZA Edda
(sé)

ARRETE MINISTERIEL N° 128/11 DU 24/11/2005 PORTANT APPROBATION DES MODIFICATIONS APORTEES AUX STATUTS DE L'ASSOCIATION CONFESIONNELLE « BENEBIKIRA»

Le Ministre de la Justice,

Vu la Constitution de la République du Rwanda du 04 juin 2003, spécialement les articles 120 et 121 ;

Vu la loi n°20/2000 du 26 juillet 2000 relative aux associations sans but lucratif, spécialement en ses articles 12, 14 et 42;

Vu l'Arrêté Présidentiel n°27/01 du 18 juillet 2004 déterminant certains arrêtés ministériels qui ne sont pas adoptés par le Conseil des Ministres, spécialement en son article premier ;

Revu l'Arrêté Ministériel n°495/08 du 6 novembre 1962 portant approbation des modifications apportées aux statuts de l'association Confessionnelle « BENEBIKIRA », spécialement à son article premier ;

Sur requête du Représentant Légal de l'Association Confessionnelle « BENEBIKIRA », reçue le 03 juin 2005;

ARRETE:

Article premier:

Est approuvée la décision de la majorité des membres effectifs de l'Association Confessionnelle « BENEBIKIRA», prise au cours de l'Assemblée Générale du 3 janvier 2002 de modifier les statuts de ladite association tels qu'ils figurent en annexe du présent arrêté.

Article 2:

Toutes les dispositions réglementaires antérieures contraires au présent arrêté sont abrogées.

Article 3:

Le présent arrêté entre en vigueur le jour de sa signature. Il sort ses effets à la date du 3 janvier 2002.

Kigali, le 24 novembre 2005

Le Ministre de la Justice
MUKABAGWIZA Edda
(sé)

STATUTS DE L'ASSOCIATION CONFESSIONNELLE « BENEBIKIRA »

PREAMBULE :

Vu la loi N°20/2000 du 26/07/2000 relative aux Associations Sans But Lucratif, spécialement en ses articles 12, 14 et 42 ;

Vu l'arrêté Royal du 26/11/1959 accordant la personnalité civile à cette association ;
En se conformant à la loi précitée ;

L'Assemblée Générale de l'Association Confessionnelle « BENEBIKIRA » réunie à SAVE en date du 01 janvier 2002, a adopté les modifications apportées aux statuts de ladite Association, comme suit :

CHAPITRE PREMIER : DENOMINATION - DUREE - SIEGE, OBJET, REGION D'ACTIVITE

Article premier :

L'Association Confessionnelle à la dénomination « **BENEBIKIRA** » est dotée de la personnalité civile par arrêté royal du 26/11/1959. Par les présents statuts, elle se conforme à la loi n°20/2000 du 26 juillet 2000.

Article 2 :

Le siège de l'Association Confessionnelle « **BENEBIKIRA** », est établi à Butare, Ville de Butare, BP.101 BUTARE.

Il peut néanmoins être transféré en tout autre endroit de la République du Rwanda sur décision de l'Assemblée Générale à la majorité de 2/3 des membres.

Article 3 :

L'Association est constituée pour une durée indéterminée.

Article 4 :

L'Association Confessionnelle « **BENEBIKIRA** » a l'objet :

- La poursuite et l'exercice de la perfection chrétienne dans la Vie religieuse ;
- L'éducation formelle et non formelle des jeunes et adultes ;
- Administration, gestion des écoles et enseignement dans toutes les disciplines et à tous les niveaux ;
- Alphabétisation et apprentissage des métiers aux jeunes et adultes non scolarisés ;
- Soins des malades et œuvres sociales et caritatives répondant aux exigences de la dignité humaine.

Article 5 :

La région où s'exerce son activité est le Rwanda. Cette activité pourra être étendue à d'autres pays.

CHAPITRE II : DES MEMBRES

Article 6 :

L'Association comprend les membres effectifs signataires des présents statuts et tous ceux qui adhéreront, par les vœux religieux, à la Congrégation des Sœurs BENEBIKIRA, quel que soit leur lieu d'affectation.

Article 7 :

Pour être membre, il faut une demande écrite adressée à l'Assemblée Générale. Les modalités d'admission sont régies par le règlement d'ordre intérieur.

Article 8 :

La qualité de membre se perd par le décès, le retrait volontaire ou l'exclusion pour violation des présents statuts et du Règlement intérieur.

CHAPITRE III : DU PATRIMOINE

Article 9 :

Le patrimoine de l'Association est constitué par:

- La rémunération du travail accompli par les membres;
- Les bénéfices réalisés par leurs entreprises et leurs activités ;
- Les dons et legs faits à la Congrégation.

Article 10 :

L'Association a la capacité d'acquérir, de posséder, de jouir, d'aliéner des biens meubles et immeubles nécessaires à la réalisation de son objet.

Article 11 :

L'Association peut exercer, à titre accessoire, des activités commerciales et industrielles afin d'atteindre ses objectifs pour le soutien de ses œuvres.

Article 12 :

Les actes de dispositions des biens ne peuvent être effectués que sur consentement du Conseil Général qui en reçoit mandat de l'Assemblée Générale.

Article 13 :

Les biens de l'Association sont sa propriété exclusive. Cette dernière affecte ses ressources à tout ce qui concourt directement ou indirectement à la réalisation de son objet. Aucun membre ne peut s'en arroger le droit de possession, ni en exiger une part quelconque en cas de retrait volontaire, d'exclusion ou de dissolution de l'Association.

Article 14 :

Un membre ayant contracté une dette ou un engagement sans l'autorisation de ses Supérieures, en est et en reste responsable, même après retrait volontaire ou exclusion de la Congrégation. Il en répond éventuellement devant la justice s'il y a lieu.

CHAPITRE IV : DES ORGANES DE L'ASSOCIATION

Article 15 :

Les organes de l'Association sont:

- a) L'Assemblée Générale;
- b) Le Conseil Général ;
- c) L'Econamat Général.

Article 16 :

L'Assemblée Générale est l'organe suprême de l'Association. Elle est composée de déléguées choisies par leurs pairs parmi les membres effectifs de l'Association suivant le règlement d'ordre intérieur.

Article 17 :

L'Assemblée Générale exerce les attributions suivantes :

- Adoption et modification des statuts et du règlement d'ordre intérieur ;
- Nomination et révocation de la Représentante Légale et des Représentantes Légales Suppléantes, selon le Droit propre à la Congrégation ;
- Déterminer les activités de l'Association ;
- Dissoudre l'Association ;
- Acceptation des dons et des legs ;
- Approuver les comptes annuels.

Article 18 :

L'Assemblée Générale se réunit en session ordinaire une fois par an et en session extraordinaire chaque fois que c'est nécessaire ; elle est convoquée et présidée par la Représentante Légale de l'Association. En son absence ou d'empêchement, l'Assemblée Générale est convoquée et présidée par la 1^{ère} Représentante Légale Suppléante. En cas d'absence des deux elle est convoquée par la 2^{ème} Représentante Légale Suppléante.

Article 19 :

L'Assemblée Générale ne délibère valablement que si elle réunit les 2/3 de ses membres. Si le quorum n'est pas atteint, on organisera une autre réunion dans un délai de 15 jours calendrier, dans laquelle les délibérations seront valables à la majorité absolue des membres présents. Les décisions de l'Assemblée Générale sont prises à la majorité absolue.

Article 20 :

L'Association ayant obtenu personnalité civile sera administrée par un Conseil Général dont les attributions sont prévues à l'article 22 des présents statuts.

Le Conseil Général est composé de la Représentante Légale, de deux Représentantes Légales Suppléantes et deux Conseillères.

Toutes les cinq sont élues par l'Assemblée Générale pour un mandat de six ans renouvelable.

Article 21 :

Le Conseil Général se réunit au moins une fois par trimestre et autant de fois que l'intérêt de l'Association l'exige, sur convocation de la Présidente. En cas d'absence ou d'empêchement de la Présidente, la 1^{ère} Représentante Légale Suppléante convoque et préside le Conseil. Celui-ci siège valablement lorsque la majorité absolue de ses membres est présente. En cas de parité des voix, celle de la Présidente de séance compte double.

Article 22 :

Les attributions du Conseil Général sont les suivantes :

- Assistance de la Représentante Légale dans la gouvernance de l'Association ;
- Traitement des questions prévues par le Droit propre de la Congrégation ;
- Mise en exécution des décisions de l'Assemblée Générale ;
- Préparation des sessions réglementaires de l'Assemblée Générale ;
- Gestion du patrimoine de l'Association ;
- Préparation des projets de budget annuel et des rapports d'exécution ;
- Proposition de modifications des statuts et du Règlement d'ordre intérieur.

Article 23:

L'Econome Générale est nommée par le Conseil Général parmi les membres effectifs de l'Association pour un mandat de six ans renouvelables.

Les attributions de l'Econome Générale sont définies dans le règlement d'ordre intérieur de l'Association.

CHAPITRE V : MODIFICATION DES STATUTS ET DISSOLUTION DE L'ASSOCIATION

Article 24 :

Les présents statuts ne peuvent être modifiés que sur décision de la majorité absolue des membres délégués réunis pour statuer à cet effet.

Article 25 :

L'Assemblée Générale ne peut prononcer la dissolution de l'Association que par une majorité de 2/3 des membres effectifs.

Article 26 :

En cas de dissolution, l'avoir social sera affecté aux œuvres catholiques, religieuses ou philanthropiques, de préférence à celles ayant le même objet que celui défini à l'article 4 de ces statuts.

CHAPITRE VI : DISPOSITIONS FINALES

Article 27 :

Tout ce qui n'est pas dit dans les présents statuts est défini dans le règlement d'ordre intérieur.

Article 28 :

Les présents statuts ont été adoptés par l'Assemblée Générale réunie à SAVE, le 03 janvier 2002.

Fait à Save, le 03 janvier 2002.

1. Sœur MUKAMURAMA Dorothée, Représentante Légale (sé)
2. Sœur MUJAWAYEZU Thérèse : 1^{ère} Représentante Légale Suppléante (sé)
3. Sœur MUKAMPUNGA Alodie : 2^{ème} Représentante Légale Suppléante (sé)
4. Sœur MUKARURINDA Monique : Conseillère (sé)
5. Sœur MUKANZIGIYE Adrie : Conseillère (sé)

**PROCES VERBAL DE L'ASSEMBLEE GENERALE DE L'ASSOCIATION CONFSSIONNELLE
« BENEBIKIRA »**

En date du 3/01/2002, l'Assemblée Générale de l'ASBL « BENEBIKIRA » dont la liste des membres est ci-annexée, s'est réunie à Save.

Ordre du jour :

A. Examen des Statuts

Election de la Représentante Légale et de ses Suppléantes

Décision des statuts

L'Assemblée Générale a approuvé à l'unanimité les statuts de l'association.

B. Election des Représentantes

1. Sœur MUKAMURAMA Dorothée, de nationalité rwandaise, a été élue Représentante Légale de l'Association.
2. Sœur MUJAWAYEZU Thérèse, de nationalité rwandaise, a été élue 1^{ère} Représentante Légale Suppléante.
3. Sœur MUKAMPUNGA Alodie, de nationalité rwandaise, a été élue 2^{ème} Représentante Légale Suppléante.
4. Sœur MUKARULINDA Monique, de nationalité rwandaise, a été élue Conseillère.
5. Sœur MUKANZIGIYE Adrie, de nationalité rwandaise, a été élue Conseillère.

Fait à Save, le 03 janvier 2002

La Représentante Légale de l'Association
Sœur MUKAMURAMA Dorothée
(sé)

La Secrétaire
Sœur NIWEMUGORE Espérance
(sé)

ARRETE MINISTERIEL N° 129/11 DU 24 NOVEMBRE 2005 PORTANT AGREMENT DU REPRESENTANT LEGAL ET DES REPRESENTANTS LEGAUX SUPPLEANTS DE L'ASSOCIATION CONFESIONNELLE « CONGREGATION DES FRERES JOSEPHITES »

Le Ministre de la Justice,

Vu la Constitution de la République du Rwanda du 04 juin 2003, spécialement en ses articles 120 et 121 ;

Vu la loi n° 20/2000 du 26 juillet 2000 relative aux association sans but lucratif, spécialement en son article 20 ;

Vu l'Arrêté Présidentiel n°27/01 du 18 juillet 2004 déterminant certains arrêtés ministériels qui ne sont pas adoptés par le Conseil des Ministres, spécialement à son article premier ;

Revu l'Arrête Royal du 13/08/1954 accordant la personnalité civile à l'Association Confessionnelle « Congrégation des FRERES JOSEPHITES », spécialement a son article 2 ;

Sur requête du Représentant Légal de l'Association Confessionnelle « Congrégation des FRERE JOSEPHITES », reçue le 28 juillet 2005 ;

ARRETE :

Article premier :

Est agréé en qualité de Représentant Légal de l'Association Confessionnelle « Congrégation des FRERES JOSEPHITES », Monsieur SEZIKEYE Frédéric, de nationalité Rwandaise, résidant à Gitarama, Ville de Gitarama, Province de Gitarama.

Est agréé en qualité de Premier Représentant Légal Suppléant de la même association, Monsieur KAYIJUKA Landoald, de nationalité Rwandaise, résidant à Gitarama, District de Ntenyo, Province de Gitarama.

Est agréé en qualité du Deuxième Représentant Légal Suppléant de la même association, Monsieur GAHIMA Gaspard, de nationalité Rwandaise, résidant à Gitarama, Ville de Gitarama, Province de Gitarama.

Est agréé en qualité du Troisième Représentant Légal Suppléant de la même association, Monsieur RUTAGANDA Justin, de nationalité Rwandaise, résidant à Kibuye, District de Itabire, Province de Kibuye.

Est agréé en qualité du Quatrième Représentant Légal Suppléant de la même association, Monsieur KAMALI Aristide de nationalité Rwandaise, résidant à Kigali, District de Kacyiru, Ville de Kigali.

Article 2 :

Toutes les dispositions réglementaires antérieures contraires au présent arrêté sont abrogées.

Article 3 :

Le présent arrêté entre en vigueur le jour de sa signature. Il sort ses effets à la date du 01 Janvier 2002

Kigali, le 24 novembre 2005

Ministre de la Justice
MUKABAGWAZA Edda
(sé)

**ARRETE MINISTERIEL N° 130/11 DU 24 NOVEMBRE 2005 PORTANT APPROBATION DES
MODIFICATIONS APORTEES AUX STATUTS DE L'ASSOCIATION CONFESIONNELLE :
« CONGREGATION DES FRERES JOSEPHITES ».**

Le Ministre de la Justice,

Vu la Constitution de la République du Rwanda du 04 juin 2003, spécialement en ses articles 120 et 121 ;

Vu la loi n° 20/2000 du 26 juillet 2000 relative aux associations sans but lucratif spécialement en ses articles 12, 14 et 42 ;

Vu l'Arrêté Présidentiel n°27/01 du 18 juillet 2004 déterminant certains arrêtés ministériels qui ne sont pas adoptés par le Conseil des Ministres, spécialement à son article premier ;

Revu l'Arrêté Royal du 13/08/1954 accordant la personnalité civile à l'Association Confessionnelle « Congrégation des FRERES JOSEPHITES », spécialement à son article premier ;

Sur requête du Représentant Légal de l'Association Confessionnelle «Congrégation des FRERES JOSEPHITES », reçue le 28 juillet 2005.

ARRETE :

Article premier :

Est approuvée la décision de la majorité des membres effectifs de l'Association Confessionnelle « Congrégation des FRERES JOSEPHITES », prise en cours de l'Assemblée Générale du 01 janvier 2002 de modifier les statuts de ladite association tels qu'ils figurent en annexe du présent arrêté.

Article 2 :

Toutes les dispositions réglementaires antérieures contraires au présent arrêté sont abrogées.

Article 3 :

Le présent arrêté entre en vigueur le jour de sa signature. Il sort ses effets à la date du 01 janvier 2002.

Kigali, le 24 novembre 2005

Ministre de la Justice
MUKABAGWAZA Edda
(sé)

STATUTS DE L'ASBL CONFESIONNELLE : «CONGREGATION DES FRERES JOSEPHITES »

PREAMBULE

Vu la loi n°20/2000 du 26 juillet 2000 relative aux associations sans but lucratif, spécialement en ses articles 12, 14 et 42 ; L'Assemblée Générale de l'Association Confessionnelle «**Congrégation des FRERES JOSEPHITES** », réunie à Kabgayi en date du 01 janvier 2002 ; Adopte les modifications apportées aux statuts de la dite Association, agréée par Arrêté royal du 13/08/54 (cfr BOCB n°18, page 1609).

CHAPITRE PREMIER : DENOMINATION-DUREE-SIEGE-OBJET-REGION D'ACTIVITE

Art. premier :

L'Association confessionnelle a la dénomination : «Congrégation des Frères Joséphites », F.J. en sigle. Par les présents statuts, elle se conforme à la loi n°20/2000 du 26 /07/2000.

Art. 2 :

Le siège de l'Association confessionnelle « Congrégation des Frères Joséphites »est établi à Kabgayi, Ville de Gitarama, B.P 37 GITARAMA.

Il peut néanmoins être transféré en tout autre endroit de la République du Rwanda sur décision de l'Assemblée Générale à la majorité de 2/3 des membres.

Art. 3 :

L'Association est constituée pour une durée indéterminée.

Art. 4 :

L'Association confessionnelle « Congrégation des Frères Joséphites » a pour objet :

- l'éducation de la jeunesse dans les Ecoles maternelles, primaires et secondaires, artisanales, professionnelles et techniques, à caractère confessionnel catholique.
- L'apostolat par des œuvres utiles au rayonnement de l'Evangile et au développement du peuple de Dieu.

Ceci se fait en conformité avec le charisme de la Congrégation des Frères Joséphites qui s'exprime dans l'apostolat par l'enseignement sous toutes ses formes.

Art. 5 :

La région où s'exerce son activité est le Rwanda. Cette activité pourra être étendue à d'autres pays.

CHAPITRE II : DES MEMBRES

Art. 6 :

L'Association comprend les membres effectifs signataires des présents statuts et tous ceux qui adhéreront par les vœux de religion à la Congrégation des Frères Joséphites du Rwanda quelque soit leur lieu d'affectation. Les modalités d'adhésion, de suspension ou d'exclusion sont régies par le droit propre de la Congrégation.

Art. 7 :

La qualité de membre se perd par le décès, le retrait (démission) volontaire ou l'exclusion pour violation des présents statuts et de son Règlement intérieur.

CHAPITRE III : DU PATRIMOINE

Art. 8 :

Le patrimoine de l'Association est constitué par :

- la rémunération du travail accompli par les membres
- les bénéfices réalisés par leurs entreprises et leurs activités
- les dons et legs faits à la Congrégation

Art. 9 :

L'Association a la capacité d'acquérir, de posséder, de jouir, d'administrer, d'aliéner des bien meubles et immeubles nécessaires à la réalisation de son objet.

Art. 10 :

L'Association peut exercer, à titre accessoire, des activités commerciales et industrielles pour atteindre ses objectifs par le soutien de ses œuvres.

Art. 11 :

Les actes de dispositions des biens ne peuvent être effectués que du consentement du Conseil Général de la Congrégation qui en reçoit mandat de l'Assemblée générale.

Art. 12 :

Les biens de l'Association sont sa propriété exclusive. Elle affecte ses ressources à tout ce qui concourt directement ou indirectement à la réalisation de son objet. Aucun membre ne peut s'en arroger le droit de possession, ni en exiger une part quelconque en cas de retrait volontaire, d'exclusion ou de dissolution de l'Association.

Art. 13 :

Un membre ayant contracté une dette ou un engagement sans l'autorisation de ses Supérieurs en est et en reste responsable, même après retrait volontaire ou exclusion de la Congrégation. Il en répond éventuellement devant la justice s'il y a lieu.

Chapitre IV : DES ORGANES DE L'ASSOCIATION

Art. 14 :

Les organes de l'Association sont :

- l'Assemblée Générale
- Le Conseil Général
- Le Commissaire aux comptes

A. L'ASSEMBLEE GENERALE

Art. 15 :

L'Assemblée Générale est l'organe suprême de l'Association. Elle est composée des délégués choisis par leurs pairs parmi les membres effectifs de l'Association.

Art. 16 :

L'Association ayant obtenu la personnalité civile sera administrée par un Représentant Légal , assisté de 4 Représentants Légaux Suppléants (1^{er} Représentant Légal Suppléant, 2^{ème} Représentant Légal Suppléant, 3^{ème} Représentant Légal Suppléant et 4^{ème} Représentant Légal Suppléant), choisis par l'Assemblée Générale parmi les membres effectifs, à la majorité absolue de ceux-ci.

Art.17 :

Les modalités de désignation, de révocation ou de résignation du Représentant Légal et de ses Suppléants sont aussi régies par le Règlement intérieur de l'Association

Art.18 :

L'Assemblée Générale exerce les attributions suivantes :

- Elire le Représentant Légal et les Représentants Légaux Suppléants ;
- Entériner la résignation du Représentant Légal et /ou des Représentants Légaux Suppléants avant le terme ;
- Examiner et approuver les rapports moral et financier présentés par les Autorités de l'Association à la conclusion de leur mandat ;
- Etablir les prescriptions générales obligeant tous les membres et de les modifier si besoin est ;
- Déterminer les activités de l'Association ;
- Adopter et modifier les statuts et le Règlement d'ordre intérieur ;
- Proposer la dissolution de l'Association ;
- Accepter les dons et legs ;
- Approuver les comptes annuels;
- Admettre, suspendre et exclure un membre.

Art. 19 :

L'Assemblée Générale se réunit une fois par an. Elle est convoquée et présidée par le Représentant Légal de l'Association. En cas d'absence ou d'empêchement du Représentant Légal, l'Assemblée Générale est convoquée par le Premier Représentant Légal Suppléant.

En cas d'absence ou d'empêchement simultané du Représentant Légal et des Représentants Légaux Suppléants, l'Assemblée Générale sera convoquée par le membre délégué le plus âgé dans la profession. Pour la circonstance, elle élira en son sein un Président de session.

Art. 20 :

L'Assemblée Générale ne délibère valablement que si elle réunit les 2/3 de ses membres. Si le quorum n'est pas atteint, on organisera une autre réunion dans un délai de 15 jours calendriers. Les délibérations sont valables à la majorité absolue des membres présents, restants saufs les articles 2 (2^{ème} alinéa) et 26 des présents statuts.

B. LE CONSEIL GENERAL

Art. 21 :

Le Conseil Général est l'organe d'administration de l'Association. Il est présidé par le Représentant Légal de l'Association et comprend 4 Représentants Légaux Suppléants qui en sont respectivement 1^{er} Vice-Président, 2^{ème} Vice-Président, 3^{ème} Vice-Président et 4^{ème} Vice-Président.

Le Président et les Vice-Présidents sont élus parmi les membres effectifs, à la majorité absolue, pour un mandat de 6 ans renouvelable une fois de suite.

Art. 22 :

Le Conseil se réunit au moins une fois par trimestre et autant de fois que l'intérêt de l'Association l'exige. En cas d'absence ou d'empêchement du Président, le Conseil est convoqué par le 1^{er} Vice-Président. Il siège valablement lorsque la majorité absolue de ses membres est présente. En cas de parité des voix, celle du Président compte double.

Art. 23 :

Les attributions du Conseil sont les suivantes :

- assister le Représentant Légal dans la gouvernance de l'association ;
- traiter des questions prévues par le droit propre et universel ;
- mettre en exécution les décisions et recommandations de l'Assemblée Générale ;
- préparation des sessions réglementaires de l'Assemblée Générale ;
- gestion du patrimoine de l'association ;
- préparations des projets de budget annuel et des rapports d'exécution y relatifs ;
- proposition des modifications des statuts et du Règlement d'ordre intérieur ;
- négocier les dons et legs avec les partenaires.

C. Le COMMISSAIRE AUX COMPTES

Art. 24 :

Un Commissaire aux comptes est désigné par le Conseil Général pour une durée d'une année renouvelable si ses prestations donnent satisfaction.

Le Commissaire aux comptes contrôle la gestion financière de l'Association et de ses oeuvres et fait un rapport écrit au Conseil Général qui en répond devant l'Assemblée Générale.

Art. 25 :

Les projets ou œuvres éventuels développés par l'Association font l'objet d'un rapport annuel adressé à l'autorité civile locale où s'exerce son activité. Ce rapport est rédigé après celui du Commissaire aux comptes.

CHAPITRE V : DISSOLUTION DE L'ASSOCIATION

Art. 26 :

L'Assemblée Générale ne peut proposer la dissolution de l'Association qu' après avoir obtenu le consentement de 2/3 des membres effectifs.

Art. 27 :

En cas de dissolution, l'avoir social sera affecté aux œuvres catholiques, religieuses, ou philanthropiques, de préférence à celles ayant le même objet, comme défini à l'article 4 de ces statuts.

CHAPITRE VI : MODIFICATION DES STATUTS

Art. 28 :

Les présents statuts ne peuvent être modifiés que sur décision de la majorité absolue des membres délégués réunis pour statuer à cet effet.

CHAPITRE VII : DISPOSITIONS FINALES :

Art. 29 :

Pour ce qui n'est pas prévu dans les présents statuts, on se conformera au droit propre et à la législation en vigueur au Rwanda

Fait à Kabgayi, le 01 janvier 2002

Frère Frédéric SEZIKEYE
Représentant Légal
(sé)

SOCIETE DE FABRICATION DES TREILLIS ET GABIONS “SOFATEKI SARL”.

STATUT

Hagati y’abashyize umukono kuri aya mategeko :

1. NZABAHIMANA Pascal
2. NIYOBUGINGO Moise
3. TWAGIRA J. Pierre
4. SINDAHEBA Ezéchiel

Humvikanywe ibi bikurikira :

IGICE CYA MBERE : IZINA – ICYICARO – INTEGO – IGIHE – UKO IMEZE.

Ingingo va mbere :

Hashyizweho Sosiyete SARL yitwa “SOFATEKI “

Ingingo va 2 :

Icyicaro ni i Rubengera mu Ntara ya Kibuye. Gishobora kwimurirwa ahandi kandi Sosiyete ishobora kugira amashami mu Rwanda hose.

Ingingo va 3 :

Intego : Gukora Treillis, Gabions.

Ingingo va 4 :

Sosiyete izamara imyaka 30 kuva imaze kubona Registre de Commerce. Icyo gihe gishobora kongerwa n’Inteko Rusange.

Ingingo va 5 :

Amafaranga yo gushyiraho Sosiyete (Frais de Constitution) ni ibihumbi ijana (100.000Frw).

IGICE CYA 2 : IMARI SHINGIRO - IMIGABANE

Ingingo va 6 :

Imari Shingiro ni ibihumbi magana atanu (500.000 Frw) zigizwe n’imigabane ijana (100) ingana, umwe n’amafaranga 5.000 Frw.

Itanzwe ku buryo bukurikira :

1. NZABAHIMANA Pascal : 350.000 Frw imigabane 70
2. NIYOBUGINGO Moise : 25.000 Frw imigabane 5
3. TWAGIRA J. Pierre : 100.000 Frw imigabane 20
4. SINDAHEBA Ezéchiel : 25.000Frw imigabane 5

Ingingo va 7 :

Imigabane yandikwa kuri buri muntu (nominative) muri registre y’abagize Sosiyete.

Ingingo va 8 :

Buri muntu ugize Sosiye abazwa ibingana n’imigabane ye. Buri mugabane utanga ijwi ringana haba mu buyobozi cyangwa mw’igabana ry’inyungu cyangwa mw’iseswa.

Ingingo ya 9 :

Umugabane ntushobora kugabanywamo ushobora gufatwa n'umuntu umwe.

Ingingo ya 10 :

Imigabane ishobora gutangwa no kugurishwa hagati y'abagize Sosiyete cyangwa abazungura. Kuyigurisha abandi byemezwa n'Inteko Rusange.

Kugirango iryo gurishwa cyangwa itangwa ryemerwe mu mategeko ni ngombwa ko inyandiko ibyemeza ishyirwa mu Rukiko Sosiyete yaherewemo Registre de Commerce.

IGICE CYA 3 : INAMA RUSANGE

Ingingo ya 11 :

Inama Rusange igizwe n'abagize Sosiyete bose. Ifite ububasha busesuye bwo gufata ibyemezo byose bifitiye Sosiyete akamaro.

Ingingo ya 12 :

Abagize Sosiyete bafite uburenganzira bwo gutora ndetse no guhagararirwa.

Ingingo ya 13 :

Mu gutumiza Inama Rusange handikwa ibiri kuri gahunda, aho izateranira, muri rusange ku kicaro, iminsi umunani mbere.

Ingingo 14 :

Inama Rusange isanzwe itumizwa n'Umuyobozi . Inama Rusange idasanzwe ishobora gutumizwa n'Umuyobozi, Umugenzuzi w'Imali bitewe n'ibibazo biriho cyangwa bisanzwe kandi n'abafite nibura ½ cy'imigabane. Iyo icyo gihe mu byumweru 6 kuva bisabwe idahamagajwe ngo iterane, ihamagazwa n'Urukiko rubifitiye ububasha bisabwe n'ubifitemo inyungu.

Ingingo ya 15 :

Inama Rusange iyoborwa n'umwe mu bagize Sosiyete utorwa n'abayigize bahari. Umuyobozi ashiraho umwanditsi.

Ingingo ya 16 :

Buri mugabane uhwanyeye n'ijwi rimwe. Ibyemezo bifatwa ku bwiganze bw'amajwi uretse ibyerekeranye no guhindura amategeko ya Sosiyete. Iyo mu matora amajwi anganyeye, iry'Umuyobozi w'Inama ribara kabiri.

Ingingo ya 17:

Ibyemezo by'Inama bikorerwa inyandiko-mvugo bigasinywa na buri wese ugize Sosiyete.

Ingingo ya 18:

Inama Rusange isanzwe iterana buri mwaka mu kwezi kwa gatanu itumijwe n'Umuyobozi. Iyo Nteko igezwaho raporo z'Umuyobozi n'iz'Umugenzuzi, ikemeza inyungu n'igihombo ikemeza uko umutungo wa Sosiyete ugomba gukoreshwa, ikemeza niba umuyobozi akomeza kuyobora cyangwa gusimburwa, ikiga n'ibindi biri kuri gahunda y'Inama.

Ingingo ya 19 :

Inama Rusange idasanzwe ifite ububasha bwo guhindura amategeko ya Sosiyete. Ibigomba guhindurwa bigomba kwerekwa abagize Sosiyete iminsi munani mbere y'inama. Iyi Nama Rusange ifata ibyemezo iyo hari abafite 2/3 by'imigabane.

Iyo inama ya mbere idakwije umubare, hatumizwa iyindi mu minsi 30, igafata ibyemezo hari nibura abafite ½ cy'imigabane. Ibyemezo bivugwa muri iyi ngingo bifatwa ku bwiganze bwa 4/5 by'amajwi by'abagize Sosiyete bahari cyangwa bahagarariwe.

IGICE CYA 4 : UBUYOBOZI - UBUGENZUZI

Ingingo ya 20 :

Icungwa rya buri muni rya Sosiyete rikorwa n'Umuyobozi cyangwa undi. Bashyirwaho n'Inama Rusange.

Ingingo ya 21:

Umuyobozi wa Sosiyete ntashobora kugira indi mirimo abangikanya isa n'iya Sosiyete. Afite ububasha bwo gucunga buri muni Sosiyete, haba mu kwandika inzandiko akazishyiraho umukono, akabitsa kandi akabikuza amafaranga. Ariko ntashobora gutanga umutungo wa Sosiyete, cyangwa kugurisha imitungo itimukanwa yayo.

Ingingo ya 22 :

Igenzura rya Sosiyete rihabwa umugenzuzi, ashobora kuba agize Sosiyete cyangwa atayigize. Ashyirwaho n'Inama Rusange mu gihe cy'imyaka 3 ishobora kongerwa. Afite ububasha busesuye bwo kugenzura inyandiko zose zerekeranya n'umutungo n'ibindi. Agenerwa umushahara n'Inama Rusange.

IGICE CYA 5 : IBARWAMUTUNGO – IGABANA RY'INYUNGU,

Ingingo ya 23 :

Umwaka wa Sosiyete utangira itariki ya 1 y'ukwezi kwa mbere ukarangira kuri 31 y'ukwa 12 kwa buri mwaka. Ariko umwaka wa mbere utangira igihe umunsi Sosiyete yaboneye Registre, ukarangira kuwa 31 y'ukwa 12.

Ingingo ya 24 :

Kuwa 31 w'ukwezi kwa 12 wa buri mwaka, inyandiko zirahagarara, umuyobozi wa Sosiyete agakora raporo y'umutungo yerekana imyenda n'inyungu n'igihombo. Yerekana ibyo yakoze muri uwo mwaka n'ibiteganyijwe gukorwa byateza imbere Sosiyete. Yerekana uko igabana ry'inyungu ryagenda bitabangamiye Sosiyete. Iyo raporo n'izindi nyandiko zose zigomba kuba zabonwa n'abagize Sosiyete iminsi 8 mbere y'inteko Rusange ku kicaro.

Ingingo ya 25 :

Inyungu ziboneka habanje kurebwa imisoro n'amahoro n'ibindi byose biteganywa n'amategeko, noneho zikagabanywa hakurikijwe imigabane ya buri muntu ufitemo imigabane.

IGICE CYA 6 : ISESWA

Ingingo ya 26 :

Sosiyete ishobora guseswa iyo imali shingiro yayo itakaje 1/2. Icyo gihe Inteko Rusange ihamagazwa n'Umuyobozi cyangwa Umugenzuzi w'Imali. Iyo kubera igihombo imali yagabanutse cyane ubifitemo inyungu wese ashobora gusaba Urukiko iseswa keretse iyo banyirayo bayongereye.

Ingingo ya 27 :

Iyo habaye iseswa ku mpamvu iyo ariyo yose, Inama Rusange igena uburyo iseswa rikorwa, ushinzwe kurangiza iseswa n'inshingano.

Ingingo ya 28 :

Iyo imyenda yose imaze kwishyurwa, amafaranga asigaye agabanywa abagize Sosiyete hakurikijwe imigabane yabo.

IGICE CYA 7 : INGINGO ZISOZA.

Ingingo ya 29 :

Mu gushyira mu bikorwa aya mategeko, abagize Sosiyete, Umuyobozi, Umugenzuzi, urangiza iseswa bose babarizwa ku kicaro cya Sosiyete ari naho babonera inyangirakose zose.

Ingingo ya 30 :

Ku bidateganyijwe n'aya mategeko abagize Sosiyete bemeye ko hazakurikizwa amategeko y'u Rwanda.

Ingingo ya 31 :

Ku makimbirane yose mu kutumva neza aya mategeko hazakoresha ubwumvikane ni binanirana hitabazwe Inkiko z'Intara ya Kibuye.

Bikorewe i Kibuye, kuwa 24/10/2005

Abagize Sosiyete :

Perezida

NZABAHIMANA Pascal
(sé)

Umubitsi

TWAYIGIRA J.Pierre
(sé)

V/Perezida

NIYOBUGINGO Moise
(sé)

Umwanditsi

SINDAHEBA Ezechiel
(sé)

ACTE NOTARIE NUMERO TRENTE HUIT VOLUME I/V.K

L'an deux mille cinq, le 26^{ème} jour du mois d'octobre, Nous, NTAGANDA François, Notaire de la Ville de Kigali, certifions que l'acte dont les clauses sont reproduites ci-avant Nous a été présenté par :

1. NZABAHIMANA Pascal (sé)
2. NIYOBUGINGO Moise (sé)
3. TWAGIRA Jean Pierre (sé)
4. SINDAHEBA Ezéchiel (sé);

En présence de MUGIRANEZA Jean d'Amour et HABANABAKIZE Jean Baptiste, témoins instrumentaires à ce requis et réunissant les conditions exigées par la loi.

Lecture du contenu de l'acte ayant été faite aux comparants et aux témoins, les comparants ont déclaré devant Nous et en présence desdits témoins que l'acte tel qu'il est rédigé renferme bien l'expression de leur volonté.

En foi de quoi, le présent acte a été signé par les comparants, les témoins et Nous, Notaire et revêtu du sceau de l'Office Notarial de Kigali.

LES COMPARANTS.

1. NZABAHIMANA Pascal (sé)
2. NIYOBUGINGO Moise (sé)
3. TWAGIRA Jean Pierre (sé)
4. SINDAHEBA Ezéchiel (sé);

LES TEMOINS

- | | |
|------------------------------------|---------------------------------------|
| 1. MUGIRANEZA Jean d'Amour
(sé) | 2. HABANABAKIZE Jean Baptiste
(sé) |
|------------------------------------|---------------------------------------|

Le Notaire
NTAGANDA François
(sé)

Droits perçus

Frais d'acte : deux mille cinq cent francs rwandais.

Enregistré par Nous, NTAGANDA François, Notaire de la Ville de Kigali, étant et résidant à Kigali, sous le numéro 38 dont le coût deux mille cinq cent francs rwandais perçus suivant quittance n° 50038 du 25/10/2005 délivrée par le Comptable Public de Kigali.

Le Notaire
NTAGANDA François
(sé)

FRAIS D'EXPEDITION :

POUR EXPEDITION AUTHENTIQUE DONT COUT : DOUZE MILLE FRANCS RWANDAIS POUR UNE EXPEDITION AUTHENTIQUE PERÇUS SUR LA MEME QUITTANCE.

Le Notaire
NTAGANDA François
(sé)

A.S.N° 0001/KBY

Reçu en dépôt au Greffe du Tribunal de Province de Kibuye, le 04/11/2005 et inscrit au registre ad hoc des actes de société sous le n°0001/KBY.

Droits perçus: 5.000 Frw droit de dépôt
6.000 Frw droit perçu de 1,2% suivant quittance n°1850784 du 01/11/2005

LE GREFFIER DU TRIBUNAL DE LA PROVINCE DE KIBUYE
MANIRARORA Louise
(sé)

Company limited by shares

Memorandum of Association

of

Phoenix Metal SARL

formerly

NMC Métallurgie SARL

Incorporated the 2nd day of April 2002

Under law n° 6/1988 of February 1988

This memorandum replaces all former versions of it and was last modified by the Board Meeting of 23rd March 2005 and approved by the Extraordinary General Meeting of 31st March 2005.

CHAPTER ONE: NAME, HEAD OFFICE AND OBJECTIVES

Article One

- i) The name of the Company is changed from NMC Métallurgie SARL to Phoenix Metal SARL
- ii) In this memorandum and unless expressly provided otherwise, “**(The) Law**” means law no. 6/1988 of 12th February 1988 governing companies in Rwanda, “**Member(s)**” means the share holder(s) of the company, and “**(The) Company**” means the company formed under this memorandum.

Article 2:

The registered office of the Company shall be situated in Kigali, the Republic of Rwanda with branch offices in other places.

Article 3:

The objectives for which the Company is established are:

- i) To carry on business as mineral smelter, quarry-owner, brick-maker, chemical plant and miner and to search for, get, win, work, raise, make marketable and to use, extract sell and dispose of all substances or products required for the afore mentioned activities, and to carry on all kinds of exploration, prospecting, quarrying, mining and hydro metallurgical operations.
- ii) To carry on any other trade, business or activity whatsoever and to do anything of any nature, which can, in the opinion of the Directors of the Company, be advantageously or conveniently carried on by the Company in connection with, as ancillary to or independently of any of its businesses.
- iii) To purchase, take on lease or in exchange, hire or otherwise acquire any moveable or immovable property of any kind or any interest therein and any rights or privileges which the Directors of the Company may think necessary or convenient for the purposes of or in connection with the Company’s businesses or which may enhance the value of any other property of the Company.
- iv) To build, construct, alter, improve, enlarge, repair, maintain, develop, demolish, remove or replace and to work, manage, carry out or control works of all descriptions, including but not limited to offices, factories, mills, warehouses, shops, stores, garages and other buildings, roads, machinery and plant, which may in the opinion of the Directors of the Company, be likely to advance directly or indirectly the Company’s interests; to clear sites for the same; to contribute to, subsidise or otherwise assist in the building, construction, alteration, repair, improvement, enlargement, maintenance, development, demolition, removal, replacement, working, management, carrying out or control.

- v) To subscribe for, purchase or otherwise acquire and hold shares, stocks, debentures and other securities of any company and to invest and with the moneys of the Company in any lawful manner.
- vi) To apply for, purchase or otherwise acquire and protect and renew, in any part of the world, any patents, patent rights, copyrights, trade marks, designs, formulae, licenses, concessions and the like, conferring any exclusive or non-exclusive or limited right to their use or any secret or their information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem likely, directly or indirectly, to benefit the Company and to use, exercise, develop or grant licenses in respect of or otherwise money in experimenting upon, testing or improving any such inventions or property.
- vii) To enter, with any government or authority, supreme, municipal, local or otherwise, or any person or company, into any arrangement that may seem to the Directors of the Company to be conducive to the attainment of the objects of the Company or any of them and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licenses or concessions which the Directors of the Company may think desirable to obtain and to carry out, exercise and comply therewith.
- viii) To adopt such means of making know the business, activities, products, goods and services of and Articles dealt in and sold by the Company as may, in the opinion of the Directors of the Company, seem expedient.
- ix) To do all such other things as are or may be deemed incidental or conducive to the attainment of any of the objects and the exercise of any of the powers of the Company.

CHAPTER 2: FORM, DURATION AND SHARE CAPITAL

Article 4:

It is hereby declared that:

- i) The liability of the Members is limited.
- ii) The Company is established for an undetermined period of time.
- iii) At its incorporation on the 2nd day of April 2002 the capital of the Company was fixed at nine million Rwandan francs (RWF 9,000,000). It was divided into nine thousand (9,000) shares with nominal value of one thousand Rwandan francs (RWF 1,000) each. All shares have been fully paid.
- iv) A first capital increase of twenty nine million Rwandan francs (RWF 29,000,000) has been realised and approved unanimously by the Extraordinary General Meeting of 10th February 2004 and the share capital of the Company was brought to thirty eight million Rwandan francs (RWF 38,000,000) divided into thirty eight thousand (38,000) shares of one thousand Rwandan francs (RWF 1,000).
- v) All shares are fully paid, each with power for the Company to increase or reduce such capital and divide any shares in its capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or other rights privileges, restrictions or conditions and to issue all or any part of such original, increased or reduced capital with or subject to such preferential, deferred, qualified or other rights, privileges, restrictions or conditions.
- vi) Subject to the Law, the shares may be transferred upon the approval of the General Meeting.
- vii) Share holders

Name of Member	Number of shares	Amount in RWF
Niobium Mining Company Limited	8,999 shares	8,999,000
Johannes Nicolas Madder	1 share	1,000
Whitfield Services SA	29,000 shares	29,000,000
Total	38,000 shares	38,000,000

CHAPTER 3: DIRECTORS, BOARD MEETINGS AND MANAGEMENT

Article 5:

The Company is managed by a Board of Directors. Directors, who can be shareholders or not, are appointed and dismissed by the General Meeting. Unless otherwise resolved in the General Meeting, Directors are appointed for a period of 2 years and their mandate can be renewed without limitation of the number of renewals.

Article 6:

The number of Directors shall not be less than two and, unless and until otherwise determined by the Company in General meeting, shall not exceed six.

Article 7:

The Directors, other than those whose remuneration is determined by agreement between them and the Company, shall be entitled to such remuneration for their services as the Company may, from time to time, in General Meeting determine and such remuneration shall be divided among the Directors in such proportion and manner as they may determine or, failing such determination, equally, except that in such event any Director holding office for less than a year shall only rank in such division in proportion to the period during which he has held office during such year. The Directors shall also be entitled to be reimbursed by the Company in respect of their travelling, hotel and incidental expenses reasonably incurred while engaged on the business of the Company.

Article 8:

A Director shall vacate office as such if:

- i) he is removed from office pursuant to section 5 of the Law by a Special Resolution of the Company in General Meeting;
- ii) he becomes bankrupt or makes an arrangement or composition with his creditors generally;
- iii) he becomes prohibited from being a Director by reason of any order made by a component authority;
- iv) he becomes of unsound mind;
- v) he fails, without reasonable cause and without the consent of the Board, to attend three consecutive meetings of the Board and the Board resolves that, by reason of such failure, he shall cease to be a Director; or;
- vi) he resigns his office by notice in writing to the Company.

Article 9:

If a Director is unable to exercise his duties following his death or his resignation or for any other reason, the remaining Directors can replace him temporarily. The General Meeting will replace the Director during the first meeting following the appointment of the temporary Director. The terms of the mandate of the Director so appointed as replacement will remain unless otherwise decided by the General Meeting.

Article 10:

The Board of Director elects a Chairman within the Board.

Article 11:

A Director may hold office as a director or manager of or be otherwise interested in any other company or any corporation in which the Company is in any way interested and shall not, unless otherwise agreed, be liable to account to the Company for any remuneration or other benefits receivable by him from such other company or such corporation.

Article 12:

The Chairman of the Board calls a Board Meeting every time then the interests of the company are at stake or every time two Directors so request. The Board meets on the day and at the place indicated in the notice. If the Chairman is not present during a Board Meeting, the Meeting will appoint a temporary Chairman. The Chairman of the Meeting appoints a Secretary who may or may not be a Director.

Article 13:

Except in a case of “force majeure”, the Board Meeting can only take valid decisions and pass resolutions if at least half of the number of Directors of the Board is present or represented with an absolute minimum of two Directors present. A Director can give a power of attorney to another Director to represent him at a specified Board Meeting and vote on his behalf. The Power of Attorney must be put in writing and send by ordinary mail, fax or electronic mail. The Director so represented is considered present. However, a Director cannot represent more than one Director. A Director can also participate in the discussions and voting of a Board Meeting by telephone or in writing (including by electronic mail) if at least half of the Directors are present at the Meeting. Decisions during a Board Meeting are taken at the simple majority of the votes of Directors present or represented. In case of a tie, the Chairman of the Board has a casting vote.

Article 14:

The Board may exercise all the powers to manage the affairs of the Company. Its powers include every decision that is not, by Law or according to these Article of Association required to be exercised by the Company in General Meeting.

The Board has the powers to take all necessary decisions for operations falling under the terms of article 3. “The Objectives of the Company”, including operations such as transfer of assets, cessions, subscriptions, associations, financial participations or interventions relating to such operations.

The Board has the powers to:

- accept all sums and valuables
- purchase, sell, mortgage, exchange, rent or lease all movable or fixed assets;
- purchase, operate or other form of loans of any nature, even by issuing bonds, income notes or debentures;
- grant all loans, grant or accept all guarantees, securities, pledges or mortgages;
- hire or dismiss all staff, employees and workers, fix their salaries or salary scale and all advantages of any kind;

The foregoing enumeration is given only as example and constitutes in no way any limitation to the powers of the Board.

No regulation made by the Company in General Meeting shall invalidate any prior act of the Board that would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.

Article 15:

All acts or undertakings resulting in binding the Company are only valid if signed by the Chairman of the Board alone or in his absence, by two Directors, who do not have to justify their signature by a prior Board Resolution, except in case of the sale of all assets of the Company. Powers of Attorney can be established to any person.

Article 16:

The Company will be legally represented in justice by the Chairman of the Board, in default by two Directors.

The Company can also be represented by any person holding a power of attorney signed by the Chairman of the Board and in default, by two Directors.

These persons may intend, form or sustain in the name of the Company all actions, either as plaintiff or as defender, before any legal body or court, introduce any appeal, pursue the execution of decisions, sign all acts, proxies, powers of attorney, documents and extracts whatsoever.

Article 17:

The Board may from time to time appoint one or more of its body to the office of Managing Director for such period and upon such terms as it thinks fit and, subject to the provisions of any agreement entered into any particular case, may revoke such appointment. The appointment of a Director holding such office shall (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) *ipso facto* determine if he ceases from any cause to be a Director.

Article 18:

The Board may entrust to and confer upon a Managing Director any of the powers exercisable by it, other than the powers to borrow money, charge the property and assets of the Company and pay dividends, upon such terms and conditions and with such restrictions as it thinks fit and either collaterally with or to the exclusion of its own powers and may from time to time, subject to the terms of any agreement entered into in any particular case, revoke, withdraw, alter or vary all or any of such powers.

Article 19:

The Secretary of the Meeting writes decisions by the Board in the Minutes, which must be signed by the Chairman and by the Secretary of the Meeting. Minutes of the Board Meetings are kept in a special folder in the premises of the Company. The Chairman or two Directors of the Company must sign copies or extracts of any minute for any purposes.

Article 20:

The Board shall cause proper books of accounts to be kept with respect to:

- i) all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place;
- ii) all sales and purchases of goods by the Company; and
- iii) the assets and liabilities of the Company.

These books of accounts may be kept on paper and/or electronic format, whichever form is deemed useful or necessary by the law.

Article 21:

The books of accounts shall be kept at the registered office of the Company or at such other place or places in Rwanda as the Board deems fit and shall always be available to the consultation or inspection of the Directors on prior request to the Chairman of the Board and without taking away the books or documents.

Article 22:

The Board may, from to time, determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member, not being a Director, shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorized by the Directors or by the Company in General Meeting.

Article 23:

The Directors shall from time to time, in accordance with the law, cause to be laid before the Company in General Meeting, such profit and loss accounts, balance sheets and reports as are referred to in that law.

Article 24:

A copy of every balance sheet, including every document required by law to be annexed thereto, which is to be laid before the Company in General Meeting shall, not less than twenty-one days before the date of the Meeting, be sent to every Member of and every holder of income notes or debentures of the Company.

Article 25:

The financial year of the Company shall be the calendar year starting from 1st January and ending on 31st December each year.

CHAPTER 4: GENERAL MEETING

Article 26:

The General Meeting properly called represents the entirety of the Members. Decisions of the General Meeting are binding on all Members.

Article 27:

In accordance with the law, the Company shall, in each year, hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year and shall specify the Meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one Annual General meeting of the Company and that of the next. So long as the Company holds its first Annual General meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Annual and other General Meetings shall be held at such times and places as the Board shall appoint. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.

Article 28:

The Board may, whenever it thinks fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or, in default, may be convened by such requisitions as is provided by section 4 of the law. One or more Members of the Company holding at least fifty percent of the share capital may convene an Extraordinary General meeting in the same manner, as nearly as possible, as that in which Meetings may be convened by the Board.

Article 29:

Every General Meeting shall be called by at least seven days' notice in writing, sent by ordinary mail, fax or electronic mail, exclusive of the day on which it is served or deemed to be served and of the day for which it is given. The notice shall specify the place, the date and the time of such General Meeting and the nature of that business and shall be given, in manner hereafter mentioned or any such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under this memorandum, entitled to receive such notices from the Company. Any General Meeting may be called by shorter notice than that specified in this Article if so agreed by the Members. Any General Meeting may take place in writing, by conference call telephone or by electronic-mail conference if so agreed by the Members.

Article 30:

In every notice calling a Meeting there shall appear, with reasonable prominence, a statement that a Member entitled to attend and vote thereat is entitled to appoint one or more proxies to attend and vote in his stead and that a proxy need not be a Member. The Board may specify the form for appointing a proxy and may fix the address and delay for depositing such forms before the meeting.

Article 31:

The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any person entitled to receive such notice shall not invalidate the proceedings at that Meeting.

Article 32:

All business shall be deemed special that is transacted at an Extraordinary General Meeting also all business that is transacted at an Annual General Meeting with the exception of the declaration of dividends, the consideration of the accounts and balance sheets, and any other documents accompanying or annexed thereto, the reports of the Directors, the election of the Directors and the fixing of the remuneration of the Directors.

Article 33:

No business shall be transacted at any General Meeting, unless it was specified in the notice and unless a quorum is present when the Meeting proceeds to business. Save as otherwise provided by this memorandum, one or more Members present in person or by proxy or by attorney and representing at least fifty percent of the share capital, or, in the case of a corporation, represented in accordance with the law shall be a quorum, provided that one Member holding the proxy of one or more other Members or one person holding the proxies of two or more Members shall not constitute a quorum.

Article 34:

If, within thirty minutes after the time appointed for the Meeting, a quorum is not present, the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week at the same time and place and if, at such adjourned Meeting, a quorum is not present within thirty minutes after the time appointed for the Meeting, the Meeting shall stand adjourned to the same day in the next month at the same time and place and one or more Members present in person or by proxy or by attorney and representing at least twenty percent of the share capital, or, in the case of a corporation, represented in accordance with the law shall be a quorum.

Article 35:

The Chairman of the Board shall preside at every General Meeting. If there is no such Chairman present within fifteen minutes after the time appointed for the same or if he is not willing to act as chairman, the Members present shall choose some Director or, if no Director is present or if none of the Directors present is willing to act as chairman, they shall choose some Member present to be chairman of the Meeting. The chairman of the meeting shall appoint a secretary of the meeting who needs not be a member.

Article 36:

The Chairman of any Meeting at which a quorum is present may, with the consent of the Meeting and shall, if so directed by the Meeting, adjourn the Meeting from time to time and from place to place as the Meeting determines but no business shall be transacted at any adjourned Meeting other than the business which might have been transacted at the Meeting from which the adjourned took place. Whenever a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given in the same manner as in the case of an original Meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.

Article 37:

Each share gives right to one vote.

At any General Meeting, a resolution put to the vote of the Meeting shall be decided on a show of hands. A declaration by the chairman of the Meeting that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. No resolution can be passed if it was not on the agenda of the meeting. A resolution will be deemed to be adopted if it receives at least fifty percent of the votes present or represented.

Article 38:

If the purpose of the General Meeting is to vote on a resolution to amend this Memorandum, to increase or decrease the share capital, to liquidate or wind up the Company, to approve a merger with another company, the sale of all the assets of the Company, the General Meeting is only properly called if the notice of the meeting clearly indicate the agenda of the meeting and if at least seventy five percent of the share capital is present or represented. If this quorum is not reached, the General Meeting will be called again with the same agenda and the next meeting will be deemed to take valid resolution(s) if at least fifty percent of the share capital is present or represented. Any such resolution will be adopted if it receives seventy five percent of the votes present or represented.

Article 39:

If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the law, divide amongst the Members, *in specie* or in kind, the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit but so that no Member shall be compelled to accept any shares or other securities whereupon there is any liability.

Article 40:

All the persons present at the meeting must sign the Minutes of the meeting. Minutes are kept in a special folder at the premises of the company. The Chairman or by default, two directors, must sign copies or extracts of any minute for any purposes. The Minutes include a copy of the invitation to the meeting, a list of the Members present or represented together with the number of shares they hold in the Company and the quorum that was reached.

Article 41:

The Company, may, in General Meeting, declare dividends but no dividend shall exceed the amount recommended by the Board.

Article 42:

The Board may, from time to time, pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company.

Article 43:

No dividend shall be paid otherwise than out of profits.

Article 44:

Subject to the rights of any persons entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividends are declared but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share. A dividend shall be apportioned and paid *pro rata* according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid but, if any share be issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.

Article 45:

The Board may deduct from any dividend payable on a share any sums of money presently payable, by the person to whom the dividend is payable, to the Company on account of calls or otherwise.

Article 46:

The Board may retain any dividend or other money payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

Article 47:

No dividend shall bear interest against the Company.

Article 48:

The laws of Rwanda shall govern any matter not taken care of by this memorandum of association.

Article 49:

For the execution of the clauses of this Memorandum of Association, every Subscriber or Shareholder, with foreign residence, every Director, Manager, Liquidator, elects address at the Registered Office of the Company where all communications, summons, notifications can be validly made.

ACTE NOTARIE NUMERO VINGT-NEUF MILLE TROIS CENT CINQUANTE TROIS VOLUME DLXXXVII

L'an deux mille cinq, le treizième jour du mois de septembre, devant Nous, NDIBWAMI Alain, Notaire officiel de l'Etat Rwandais résidant à Kigali, certifions que l'acte dont les clauses sont reproduites ci-avant Nous a été présenté par :

1. Niobium Mining Company Ltd;
2. Johannes Nicolas Madder;
3. Whitfield Services SA;

En présence de POCARD DU COSQUIER DE KERVILER JOY MARIA et de MUTUNZI K. JEAN DE DIEU, témoins instrumentaires à ce requis et réunissant les conditions exigées par la loi.

Lecture du contenu de l'acte ayant été faite aux comparants et aux témoins, les comparants ont déclaré devant Nous et en présence desdits témoins que l'acte tel qu'il est rédigé renferme bien l'expression de leur volonté.

En foi de quoi, le présent acte a été signé par les comparants, les témoins et Nous, Notaire et revêtu du sceau de l'Office Notarial de Kigali.

Les Comparants :

1. Niobium Mining Company ltd (sé);
2. Johannes Nicolaas Madder (sé);
3. Whitfield Services SA (sé).

Les Témoins :

1. POCARD DU COSQUIER DE KERVILER JOY MARIA (sé)
2. MUTUNZI K. Jean de Dieu (sé)

Le Notaire

NDIBWAMI Alain
(sé)

DROITS PERCUS

Frais d'acte : deux mille cinq cent francs rwandais.

Enregistré par Nous, NDIBWAMI Alain, Notaire Officiel de l'Etat Rwandais, étant et résidant à Kigali, sous le numéro 29353, volume DLXXXII dont le coût deux mille cinq cent francs rwandais perçus suivant quittance n° 1811650 du 04/08/2005 délivrée par le Comptable Public de Kigali.

Le Notaire

NDIBWAMI Alain
(sé)

Frais d'expédition :

Pour expédition authentique dont coût : 70.500 Francs rwandais pour une expédition authentique perçus sur la même quittance.

Le Notaire

NDIBWAMI Alain
(sé)

POWER OF ATTORNEY

Kigali, 30th June 2005

I hereby give a Power of Attorney to Armand Raphaël Ritter de Zahony, French national with Passport number 04RE80394 to sign in front of the Notary of Kigali the Minutes of the General Meeting of NMC Métallurgie Sarl approving the change in the Article of Association of the company. This Power of Attorney gives him all the powers that have been entrusted to me by the General Meeting. This Power of Attorney is valid from this day onward and until it is cancelled.

Julien Boillot
(sé)

A.S.N° 41229

Reçu en dépôt au greffe du Tribunal de la Ville de Kigali, le 18/11/2005 et inscrit au registre ad hoc des actes de société sous le n°RCA 2130/KIG le dépôt de : Statuts de la société PHOENIX METAL SARL.

Droits perçus:

- Droits de dépôt : 5.000 Frw;
- Amende pour dépôt tardif
- Droit proportionnel (1,2% du capital) suivant quittance n°1912582 du 8/11/2005

LE GREFFIER DU TRIBUNAL DE LA VILLE DE KIGALI
MUKANKUSI Martha
(sé)