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Arrêté Présidentiel ratifiant l'accord de financement signé à Kigali, au Rwanda, le 02 Décembre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-sept millions sept cent mille Droits de Tirage Spéciaux (67.700.000 DTS) pour le système de Protection Sociale – Phase II.....20

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cumi n'umunani n'ibihumbi magana arindwi z'Amadetsi (18.700.000 DTS) agenewe umushinga wo guteza imbere ubucuruzi bwo mu Karere k'Ibiyaga Bigari.....24

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**N°114/01 du 14/12/2015**

Arrêté Présidentiel ratifiant l'accord de financement n° 5721-RW signé à Kigali, au Rwanda le 26 Octobre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de dix-huit millions sept cent mille Droits de Tirage Spéciaux (18.700.000 DTS) pour le projet de Facilitation du Commerce dans la Région des Grands Lacs.....24

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PERUKUWA 08 UKWAKIRA 2015, HAGATI YA  
REPUBULIKA Y'U RWANDA N'IKIGEGA CYA  
OPEC GITSURA AMAJYAMBERE  
MPUZAMAHANGA (OFID), YEREKERANYE  
N'INGUZANYO INGANA NA MILIYONI CUMI  
N'ESHANU Z'AMADOLARI  
Y'ABANYAMERIKA (15.000.000 USD)  
AGENEWE UMUSHINGA W'UMUHANDA  
NYAGATARE-BYUMBA-BASE

LAW N°54/2015 OF 14/12/2015  
AUTHORISING THE RATIFICATION OF  
THE LOAN AGREEMENT  
N°1675P SIGNED IN LIMA, PERU ON 08  
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REPUBLIC OF RWANDA AND THE  
OPEC FUND FOR INTERNATIONAL  
DEVELOPMENT (OFID), RELATING TO  
THE LOAN OF FIFTEEN MILLION  
AMERICAN DOLLARS (USD 15,000,000)  
FOR THE NYAGATARE-BYUMBA-BASE  
ROAD PROJECT

LOI N°54/2015 DU 14/12/2015 AUTORISANT  
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**ITEGEKO N°54/2015 RYO KU WA 14/12/2015  
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AMASEZERANO Y'INGUZANYO N°1675P  
YASHYIRIWEHO UMUKONO I LIMA, MURI  
PERUKUWA 08 UKWAKIRA 2015, HAGATI YA  
REPUBULIKA Y'U RWANDA N'IKIGEGA CYA  
OPEC GITSURA AMAJYAMBERE  
MPUZAMAHANGA (OFID), YEREKERANYE  
N'INGUZANYO INGANA NA MILIYONI CUMI  
N'ESHANU Z'AMADOLARI  
Y'ABANYAMERIKA (15.000.000 USD)  
AGENEWE UMUSHINGA W'UMUHANDA  
NYAGATARE-BYUMBA-BASE**

**LAW N°54/2015 OF 14/12/2015  
AUTHORISING THE RATIFICATION OF  
THE LOAN AGREEMENT 1675P SIGNED  
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**LOI N°54/2015 DU 14/12/2015  
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LIMA, AU PEROU LE 08 OCTOBRE 2015,  
ENTRE LA REPUBLIQUE DU RWANDA  
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(OFID), RELATIF AU PRET DE QUINZE  
MILLIONS DE DOLLARS AMERICAINS  
(15.000.000 USD) POUR LE PROJET DE LA  
ROUTE NYAGATARE-BYUMBA-BASE**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

**We, KAGAME Paul,**  
President of the Republic;

**Nous, KAGAME Paul,**  
Président de la République;

**INTEKO ISHINGA AMATEGEKO YEMEJE,  
NONE NATWE DUHAMIJE, DUTANGAJE  
ITEGEKO RITEYE RITYA KANDI  
DUTEGETSE KO RYANDIKWA MU IGAZETI  
YA LETA YA REPUBULIKA Y'U RWANDA**

**THE PARLIAMENT HAS ADOPTED AND  
WE SANCTION, PROMULGATE THE  
FOLLOWING LAW AND ORDER IT BE  
PUBLISHED IN THE OFFICIAL  
GAZETTE OF THE REPUBLIC OF  
RWANDA**

**LE PARLEMENT A ADOPTE ET NOUS  
SANCTIONNONS, PROMULGUONS LA  
LOI DONT LA TENEUR SUIT ET  
ORDONNONS QU'ELLE SOIT PUBLIEE  
AU JOURNAL OFFICIEL DE LA  
REPUBLIQUE DU RWANDA**

**INTEKO ISHINGA AMATEGEKO:**

**THE PARLIAMENT:**

**LE PARLEMENT :**

Umutwe w'Abadepite, mu nama yawo yo ku wa 2  
Ukuboza 2015;

The Chamber of Deputies, in its session of 2  
December 2015;

La Chambre des Députés, en sa séance du 2  
décembre 2015;

Umutwe wa Sena, mu nama yawo yo ku wa 4  
Ukuboza 2015;

The Senate, in its session of 4 December 2015;

Le Sénat, en sa séance du 4 décembre 2015;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u

Pursuant to the Constitution of the Republic of

Vu la Constitution de la République du Rwanda

*Official Gazette n° Special of 18/12/2015*

Rwanda ryo kuwa 4 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo iya 62, iya 66, iya 67, iya 88, iya 89, iya 90, iya 92, iya 93, iya 94, iya 95, iya 108, iya 189, iya 190 n'ya 201;

Imaze gusuzuma amasezerano y'inguzanyo n°1675P yashyiriweho umukono i Lima, muri Peru ku wa 08 Ukwakira 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya OPEC Gitsura Amajyambere Mpuzamahanga (OFID), yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga w'umuhanda Nyagatare-Byumba-Base;

**YEMEJE:**

**Ingingo ya mbere: Uruhushya rwo kwemeza burundu**

Amasezerano y'inguzanyo n°1675P yashyiriweho umukono i Lima, muri Peru kuwa 08 Ukwakira 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya OPEC Gitsura Amajyambere Mpuzamahanga (OFID), yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga w'umuhanda Nyagatare-Byumba-Base, ari ku mugereka, yemerewe kwemezwa burundu.

**Ingingo ya 2 : Itegurwa, isuzumwa n'itorwa by'iri tegeko**

Iri tegeko ryateguwe mu rurimi rw'Icyongereza

Rwanda of June 4, 2003, as amended to date, especially in its Articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 and 201;

After consideration of the Loan Agreement n°1675P signed in Lima, Peru on 08 October 2015, between the Republic of Rwanda and the OPEC Fund for International Development (OFID), relating to the loan of fifteen million American Dollars (USD 15,000,000) for the Nyagatare-Byumba-Base road project;

**ADOPTS:**

**Article One: Authorisation for ratification**

The Loan Agreement n°1675P signed in Lima, Peru on 08 October 2015, between the Republic of Rwanda and the OPEC Fund for International Development (OFID), relating to the loan of fifteen million American Dollars (USD 15,000,000) for the Nyagatare-Byumba-Base road project, in appendix, is hereby authorized for ratification.

**Article 2: Drafting, consideration and adoption of this law**

This law was drafted in English, considered

du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 et 201 ;

Après examen de l'Accord de prêt n°1675P signé à Lima, au Pérou le 08 octobre 2015, entre la République du Rwanda et le Fonds OPEP pour le Développement International (OFID), relatif au prêt de quinze millions de Dollars Américains (15.000.000 USD) pour le projet de route Nyagatare-Byumba-Base;

**ADOPTÉ:**

**Article premier: Autorisation de ratification**

L'Accord de prêt n°1675P signé à Lima, au Pérou le 08 octobre 2015, entre la République du Rwanda et le Fonds OPEP pour le Développement International (OFID), relatif au prêt de quinze millions de Dollars Américains (15.000.000 USD) pour le projet de route Nyagatare-Byumba-Base, en annexe, est autorisé à être ratifié.

**Article 2 : Initiation, examen et adoption de la présente loi**

La présente loi a été initiée en Anglais, examinée

*Official Gazette n° Special of 18/12/2015*

risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

and adopted in Kinyarwanda.

et adoptée en Kinyarwanda.

**Ingingo ya 3 : Igihe iri tegeko ritangira gukurikizwa**

**Article 3: Commencement**

**Article 3 : Entrée en vigueur**

Iri tegeko ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

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

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa **14/12/2015**

Kigali, on **14/12/2015**

Kigali, le **14/12/2015**

(sé)

**KAGAME Paul**  
Perezida wa Repubulika

(sé)

**MUREKEZI Anastase**  
Minisitiri w'Intebe

(sé)

**KAGAME Paul**  
President of the Republic

(sé)

**MUREKEZI Anastase**  
Prime Minister

(sé)

**KAGAME Paul**  
Président de la République

(sé)

**MUREKEZI Anastase**  
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

**Seen and sealed with the Seal of the Republic :**

**Vu et scellé du Sceau de la République:**

(sé)

**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/ Intumwa Nkuru ya Leta

(sé)

**BUSINGYE Johnston**  
Minister of Justice/ Attorney General

(sé)

**BUSINGYE Johnston**  
Ministre de la Justice/ Garde des Sceaux

ITEGEKO N°56/2015 RYO KU WA 14/12/2015.  
RYEMERERA KWEMEZA BURUNDU  
AMASEZERANO Y'INGUZANYO  
YASHYIRIWEHO UMUKONO I KIGALI, MU  
RWANDA KUWA 02 UKUBOZA 2015, HAGATI  
YA REPUBULIKA Y'U RWANDA N'IKIGEGA  
MPUZAMAHANGA GITSURA AMAJYAMBERE  
(IDA), YEREKERANYE N'INGUZANYO INGANA  
NA MILIYONI MIRONGO ITANDATU N'INDWI  
N'IBIHUMBI MAGANA ARINDWI Z'AMADETESI  
(67.700.000 DTS) AGENEWE UBURYO BWO  
KURENGERA ABATISHOBOYE - ICYICIRO CYA  
II

LAW N°56/2015 OF 14/12/2015  
AUTHORISING THE RATIFICATION OF  
THE FINANCING AGREEMENT SIGNED  
IN KIGALI, RWANDA ON 02 DECEMBER  
2015, BETWEEN THE REPUBLIC OF  
RWANDA AND THE INTERNATIONAL  
DEVELOPMENT ASSOCIATION (IDA),  
RELATING TO THE CREDIT OF SIXTY  
SEVEN MILLION, SEVEN HUNDRED  
THOUSAND SPECIAL DRAWING  
RIGHTS (SDR 67,700,000) FOR THE  
SOCIAL PROTECTION SYSTEM –  
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LOI N°56/2015 DU 14/12/2015  
AUTORISANT LA RATIFICATION DE  
L'ACCORD DE FINANCEMENT SIGNE A  
KIGALI, AU RWANDA LE 02 DECEMBRE  
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RWANDA ET L'ASSOCIATION  
INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF AU  
CREDIT DE SOIXANTE-SEPT MILLIONS  
SEPT CENT MILLE DROITS DE TIRAGE  
SPECIAUX (67.700.000 DTS) POUR LE  
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**Ingingo ya 3** : Igihe iri tegeko ritangira  
gukurikizwa

**Article 3** : Commencement

**Article 3** : Entrée en vigueur



**ITEGEKO N°56/2015 RYO KU WA 14/12/2015  
RYEMERERA KWEMEZA BURUNDU  
AMASEZERANO Y'INGUZANYO  
YASHYIRIWEHO UMUKONO I KIGALI, MU  
RWANDA KUWA 02 UKUBOZA 2015, HAGATI  
YA REPUBULIKA Y'U RWANDA N'IKIGEGA  
MPUZAMAHANGA GITSURA AMAJYAMBERE  
(IDA), YEREKERANYE N'INGUZANYO INGANA  
NA MILIYONI MIRONGO ITANDATU N'INDWI  
N'IBIHUMBI MAGANA ARINDWI Z'AMADETESI  
(67.700.000 DTS) AGENEWE UBURYO BWO  
KURENGERA ABATISHOBYE - ICYICIRO CYA  
II**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika,

**INTEKO ISHINGA AMATEGEKO YEMEJE,  
NONE NATWE DUHAMIJE, DUTANGAJE  
ITEGEKO RITEYE RITYA KANDI DUTEGETSE  
KO RYANDIKWA MU IGAZETI YA LETA YA  
REPUBULIKA Y'U RWANDA.**

**Inteko Ishinga Amategeko:**

Umutwe w'Abadepite mu nama yawo yo ku wa 10  
Ukuboza 2015;

Umutwe wa Sena mu nama yawo yo ku wa 10 Ukuboza  
2015;

**LAW N°56/2015 OF 14/12/2015  
AUTHORISING THE RATIFICATION OF  
THE FINANCING AGREEMENT SIGNED  
IN KIGALI, RWANDA ON 02 DECEMBER  
2015, BETWEEN THE REPUBLIC OF  
RWANDA AND THE INTERNATIONAL  
DEVELOPMENT ASSOCIATION (IDA),  
RELATING TO THE CREDIT OF SIXTY  
SEVEN MILLION, SEVEN HUNDRED  
THOUSAND SPECIAL DRAWING  
RIGHTS (SDR 67,700,000) FOR THE  
SOCIAL PROTECTION SYSTEM –  
PHASE II**

**We, KAGAME Paul,**  
President of the Republic,

**THE PARLIAMENT HAS ADOPTED AND  
WE SANCTION, PROMULGATE THE  
FOLLOWING LAW AND ORDER IT TO  
BE PUBLISHED IN THE OFFICIAL  
GAZETTE OF THE REPUBLIC OF  
RWANDA**

**The Parliament:**

The Chamber of Deputies, in its session of 10  
December 2015;

The Senate, in its session of 10 December 2015;

**LOI N°56/2015 DU 14/12/2015  
AUTORISANT LA RATIFICATION DE  
L'ACCORD DE FINANCEMENT SIGNE A  
KIGALI, AU RWANDA LE 02 DECEMBRE  
2015, ENTRE LA REPUBLIQUE DU  
RWANDA ET L'ASSOCIATION  
INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF AU  
CREDIT DE SOIXANTE-SEPT MILLIONS  
SEPT CENT MILLE DROITS DE TIRAGE  
SPECIAUX (67.700.000 DTS) POUR LE  
SYSTEME DE PROTECTION SOCIALE –  
PHASE II**

**Nous, KAGAME Paul,**  
Président de la République ;

**LE PARLEMENT A ADOPTE, ET NOUS  
SANCTIONNONS, PROMULGUONS LA  
LOI DONT LA TENEUR SUIT ET  
ORDONNONS QU'ELLE SOIT PUBLIEE  
AU JOURNAL OFFICIEL DE LA  
REPUBLIQUE DU RWANDA**

**Le Parlement :**

La Chambre des Députés, en sa séance du 10  
décembre 2015;

Le Sénat, en sa séance du 10 décembre 2015;

*Official Gazette n° Special of 18/12/2015*

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 4 Kamena 2003, nk'uko ryavugururwe kugeza ubu, cyane cyane mu ngingo zaryo iya 62, iya 66, iya 67, iya 88, iya 89, iya 90, iya 92, iya 93, iya 94, iya 95, iya 108, iya 189, iya 190 n'ya 201 ;

Imaze gusuzuma amasezerano y'inguzanyo yashyiriweho umukono i kigali, mu Rwanda kuwa 02 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'indwi n'ibihunbi magana arindwi z'Amadetsi (67.700.000 DTS) agenewe uburyo bwo kurengera abatishoboye - icyiciro cya II;

**YEMEJE:**

**Ingingo ya mbere : Uruhushya rwo Kwemeza burundu**

Amasezerano y'inguzanyo yashyiriweho umukono i kigali, mu Rwanda kuwa 02 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'indwi n'ibihunbi magana arindwi z'Amadetsi (67.700.000 DTS) agenewe uburyo bwo kurengera abatishoboye - icyiciro cya II, ari ku mugereka, yemerewe kwemezwa burundu.

**Ingingo ya 2 : Itegurwa, isuzumwa n'itorwa ry'iri tegeko**

Iri tegeko ryateguwe mu rurimi rw'Icyongereza risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Pursuant to the Constitution of the Republic of Rwanda of June 4, 2003, as amended to date, especially in its articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 and 201;

After consideration of the Financing Agreement signed in Kigali, Rwanda on 02 December 2015, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty seven million seven hundred thousand Special Drawing Rights (SDR 67,700,000) for the social protection system – Phase II;

**ADOPTS:**

**Article One : Authorization for ratification**

The Financing Agreement signed in Kigali, Rwanda on 02 December 2015, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty seven million seven hundred thousand Special Drawing Rights (SDR 67,700,000) for the social protection system – Phase II, in appendix, is hereby authorized for ratification.

**Article 2 : Drafting, consideration and adoption of this Law**

This Law was drafted in English, considered

Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 et 201 ;

Après examen de l'Accord de financement signé à Kigali, au Rwanda le 02 décembre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-sept millions sept cent mille Droits de Tirage Spéciaux (67.700.000 DTS) pour le système de protection sociale – Phase II;

**ADOpte :**

**Article premier : Autorisation de ratification**

L'Accord de financement signé à Kigali, au Rwanda le 02 décembre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-sept millions sept cent mille Droits de Tirage Spéciaux (67.700.000 DTS) pour le système de protection sociale – Phase II, en annexe, est autorisé à être ratifié.

**Article 2 : Initiation, examen et adoption de la présente loi**

La présente loi a été initiée en anglais, examinée

and adopted in Kinyarwanda.

et adoptée en kinyarwanda.

**Ingingo ya 3 : Igihe itegeko ritangira**  
**gukurikizwa**

Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa **14/12/2015**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya**  
**Repubulika:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

**Article 3 : Commencement**

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

Kigali, on **14/12/2015**

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**MUREKEZI Anastase**  
Prime Minister

**Seen and sealed with the Seal of the Republic**

(sé)  
**BUSINGYE Johnston**  
Minister of Justice /Attorney General

**Article 3 : Entrée en vigueur**

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le **14/12/2015**

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Vu et scellé du Sceau de la République :**

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/Garde des Sceaux

**ITEGEKO N°57/2015 RYO KU WA 14/12/2015 RYEMERERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO N° 5721- RW YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 26 UKWAKIRA 2015, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIONI CUMI N'UMUNANI N'IBIHUMBI MAGANA ARINDWI Z'AMADETESI (18.700.000 DTS) AGENEWE UMUSHINGA WO GUTEZA IMBERE UBUCURUZI BWO MU KARERE K'IBIYAGA BIGARI**

**LAW N°57/2015 OF 14/12/2015 AUTHORISING THE RATIFICATION OF THE FINANCING AGREEMENT N° 5721- RW SIGNED IN KIGALI, RWANDA ON 26 OCTOBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF EIGHTEEN MILLION SEVEN HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 18,700,000) FOR THE GREAT LAKES TRADE FACILITATION PROJECT**

**LOI N°57/2015 DU 14/12/2015 AUTORISANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT N° 5721-RW SIGNE A KIGALI, AU RWANDA LE 26 OCTOBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE DIX-HUIT MILLIONS SEPT CENT MILLE DROITS DE TIRAGE SPECIAUX (18.700.000 DTS) POUR LE PROJET DE FACILITATION DU COMMERCE DANS LA REGION DES GRANDS LACS**

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**ITEGEKO N°57/2015 RYO KU WA 14/12/2015 RYEMERERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO N° 5721- RW YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 26 UKWAKIRA 2015, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'UMUNANI N'IBIHUMBI MAGANA ARINDWI Z'AMADETESI (18.700.000 DTS) AGENEWE UMUSHINGA WO GUTEZA IMBERE UBUCURUZI BWO MU KARERE K'IBIYAGA BIGARI**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika,

**INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RYANDIKWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA.**

**Inteko Ishinga Amategeko:**

Umutwe w'Abadepite mu nama yawo yo ku wa 10 Ukuboza 2015;

Umutwe wa Sena mu nama yawo yo ku wa 10 Ukuboza 2015;

**LAW N°57/2015 OF 14/12/2015 AUTHORISING THE RATIFICATION OF THE FINANCING AGREEMENT N° 5721- RW SIGNED IN KIGALI, RWANDA ON 26 OCTOBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF EIGHTEEN MILLION SEVEN HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 18,700,000) FOR THE GREAT LAKES TRADE FACILITATION PROJECT**

**We, KAGAME Paul,**  
President of the Republic,

**THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT TO BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA**

**The Parliament:**

The Chamber of Deputies, in its session of 10 December 2015;

The Senate, in its session of 10 December 2015;

**LOI N°57/2015 .DU 14/12/2015 AUTORISANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT N° 5721-RW SIGNE A KIGALI, AU RWANDA LE 26 OCTOBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE DIX-HUIT MILLIONS SEPT CENT MILLE DROITS DE TIRAGE SPECIAUX (18.700.000 DTS) POUR LE PROJET DE FACILITATION DU COMMERCE DANS LA REGION DES GRANDS LACS**

**Nous, KAGAME Paul,**  
Président de la République ;

**LE PARLEMENT A ADOPTE, ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIEE AU JOURNAL OFFICIEL DE LA REPUBLIQUE DU RWANDA**

**Le Parlement :**

La Chambre des Députés, en sa séance du 10 décembre 2015;

Le Sénat, en sa séance du 10 décembre 2015 ;

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Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 4 Kamena 2003, nk'uko ryavugururwe kugeza ubu, cyane cyane mu ngingo zaryo iya 62, iya 66, iya 67, iya 88, iya 89, iya 90, iya 92, iya 93, iya 94, iya 95, iya 108, iya 189, iya 190 n'ya 201 ;

Imaze gusuzuma amasezerano y'inguzanyo n° 5721-RW yashyiriweho umukono i Kigali mu Rwanda kuwa 26 Ukwakira 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'umunani n'ibihumbi magana arindwi z'Amadetsi (18.700.000 DTS) agenewe umushinga wo guteza imbere ubucuruzi bwo mu Karere k'Ibiyaga Bigari;

**YEMEJE:**

**Ingingo ya mbere : Uruhushya rwo Kwemeza burundu**

Amasezerano y'inguzanyo n° 5721-RW yashyiriweho umukono i Kigali mu Rwanda kuwa 26 Ukwakira 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'umunani n'ibihumbi magana arindwi z'Amadetsi (18.700.000 DTS) agenewe umushinga wo guteza imbere ubucuruzi bwo mu Karere k'Ibiyaga Bigari, ari ku mugereka, yemerewe kwemezwa burundu.

**Ingingo ya 2 : Itegurwa, isuzumwa n'itorwa ry'iri tegeko**

Pursuant to the Constitution of the Republic of Rwanda of June 4, 2003, as amended to date, especially in its articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 and 201;

After consideration of the Financing Agreement n° 5721-RW signed in Kigali, Rwanda on 26 October 2015, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighteen million seven hundred thousand Special Drawing Rights (SDR 18,700,000) for the Great Lakes trade facilitation project;

**ADOPTS:**

**Article One: Authorization for ratification**

The amended and restated Financing Agreement n° 5721-RW signed in Kigali, Rwanda on 26 October 2015, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighteen million seven hundred thousand Special Drawing Rights (SDR 18,700,000) for the Great Lakes trade facilitation project, in appendix, is hereby authorized for ratification.

**Article 2 : Drafting, consideration and**

Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 et 201;

Après examen de l'Accord de financement n° 5721-RW signé à Kigali, au Rwanda le 26 octobre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de dix-huit millions sept cent mille Droits de Tirage Spéciaux (18.700.000 DTS) pour le projet de facilitation du commerce dans la région des Grands Lacs ;

**ADOpte :**

**Article premier: Autorisation de ratification**

L'Accord de financement n° 5721-RW signé à Kigali, au Rwanda le 26 octobre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de dix-huit millions sept cent mille Droits de Tirage Spéciaux (18.700.000 DTS) pour le projet de facilitation du commerce dans la région des Grands Lacs, en annexe, est autorisé à être ratifié.

**Article 2 : Initiation, examen et adoption**

**adoption of this Law**

**de la présente loi**

Iri tegeko ryateguwe mu rurimi rw'Icyongereza risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

This Law was drafted in English, considered and adopted in Kinyarwanda.

La présente loi a été initiée en anglais et a été examinée et adoptée en kinyarwanda.

**Ingingo ya 3 : Igihe iri tegeko ritangira gukurikizwa**

**Article 3 : Commencement**

**Article 3 : Entrée en vigueur**

Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

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

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa **14/12/2015**

Kigali, on **14/12/2015**

Kigali, le **14/12/2015**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

(sé)  
**MUREKEZI Anastase**  
Prime Minister

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

**Seen and sealed with the Seal of the Republic:**

**Vu et scellé du Sceau de la République:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/ Garde des Sceaux

ITEKA RYA PEREZIDA N°112/01 RYO KU WA 14/12/2015 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO N° 1675P YASHYIRIWEHO UMUKONO I LIMA, MURI PERU KUWA 08 UKWAKIRA 2015, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA OPEC GITSURA AMAJYAMBERE MUZAMAHANGA (OFID), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA WO KUBAKA UMUHANDA NYAGATARE-BYUMBA-BASE

PRESIDENTIAL ORDER N°112/01 OF 14/12/2015 RATIFYING THE LOAN AGREEMENT N° 1675P SIGNED IN LIMA, PERU ON 08 OCTOBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT (OFID), RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR THE CONSTRUCTION OF NYAGATARE-BYUMBA-BASE ROAD PROJECT

ARRETE PRESIDENTIEL N°112/01 DU 14/12/2015 RATIFIANT L'ACCORD DE PRET N° 1675P SIGNE A LIMA, AU PEROU LE 08 OCTOBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS OPEP POUR LE DEVELOPPEMENT INTERNATIONAL (OFID), RELATIF AU PRET DE QUINZE MILLIONS DE DOLLARS AMERICAINS (15.000.000 USD) POUR LE PROJET DE CONSTRUCTION DE LA ROUTE NYAGATARE-BYUMBA-BASE

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**Article 2 :** Autorités chargées de l'exécution du présent arrêté

**Ingingo ya 3:** Igihe iteka ritangira gukurikizwa

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**ITEKA RYA PEREZIDA N°112/01 RYO KU WA 14/12/2015 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO N° 1675P YASHYIRIWEHO UMUKONO I LIMA, MURI PERU KUWA 08 UKWAKIRA 2015, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA OPEC GITSURA AMAJYAMBERE MUZAMAHANGA (OFID), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA WO KUBAKA UMUHANDA NYAGATARE-BYUMBA-BASE**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 4 Kamena 2003, nk'uko ryavugururwe kugeza ubu, cyane cyane mu ngingo zaryo iya 98, iya 112, iya 121, iya 189, iya 190 n'ya 201;

Dushingiye ku Itegeko n° 54/2015 ryo ku wa 14/12/2015 ryemerera kwemeza burundu amasezerano y'inguzanyo n° 1675P yashyiriweho umukono i Lima, muri Peru kuwa 08 Ukwakira 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya OPEC Gitsura Amajyambere Mpuzamahanga (OFID), yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari

**PRESIDENTIAL ORDER N°112/01 OF 14/12/2015 RATIFYING THE LOAN AGREEMENT N° 1675P SIGNED IN LIMA, PERU ON 08 OCTOBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT (OFID), RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR THE CONSTRUCTION OF NYAGATARE-BYUMBA-BASE ROAD PROJECT**

**We, KAGAME Paul,**  
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of June 4, 2003, as amended to date, especially in its articles 98, 112, 121, 189, 190 and 201;

Pursuant to Law n°54/2015 of 14/12/2015 authorising the ratification of the Loan Agreement n° 1675P signed in Lima, Peru on 08 October 2015, between the Republic of Rwanda and the OPEC Fund for International Development (OFID), relating to the loan of fifteen million American Dollars (USD

**ARRETE PRESIDENTIEL N°112/01 DU 14/12/2015 RATIFIANT L'ACCORD DE PRET N° 1675P SIGNE A LIMA, AU PEROU LE 08 OCTOBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS OPEP POUR LE DEVELOPPEMENT INTERNATIONAL (OFID), RELATIF AU PRET DE QUINZE MILLIONS DE DOLLARS AMERICAINS (15.000.000 USD) POUR LE PROJET DE CONSTRUCTION DE LA ROUTE NYAGATARE-BYUMBA-BASE**

**Nous, KAGAME Paul,**  
Président de la République;

Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 98, 112, 121, 189, 190 et 201 ;

Vu la Loi n°54/2015 du 14/12/2015 autorisant la ratification de l'Accord de prêt n° 1675P signé à Lima, au Pérou le 08 octobre 2015, entre la République du Rwanda et le Fonds OPEP pour le Développement International (OFID), relatif au prêt de quinze millions de Dollars Américains (15.000.000 USD) pour le projet de construction de

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y'Abanyamerika (15.000.000 USD) agenewe umushinga wo kubaka umuhanda Nyagatare-Byumba-Base;

15,000,000) for the construction of Nyagatare-Byumba-Base road project;

la route Nyagatare-Byumba-Base;

Tumaze kubona amasezerano y'inguzanyo n° 1675P yashyiriweho umukono i Lima, muri Peru kuwa 08 Ukwakira 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya OPEC Gitsura Amajyambere Mpuzamahanga (OFID), yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga wo kubaka umuhanda Nyagatare-Byumba-Base;

Considering the Loan Agreement n° 1675P signed in Lima, Peru on 08 October 2015, between the Republic of Rwanda and the OPEC Fund for International Development (OFID), relating to the loan of fifteen million American Dollars (USD 15,000,000) for the construction of Nyagatare-Byumba-Base road project;

Considérant l'Accord de prêt n° 1675P signé à Lima, au Pérou le 08 octobre 2015, entre la République du Rwanda et le Fonds OPEP pour le Développement International (OFID), relatif au prêt de quinze millions de Dollars Américains (15.000.000 USD) pour le projet de construction de la route Nyagatare-Byumba-Base;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

On proposal by the Minister of Finance and Economic Planning;

Sur proposition du Ministre des Finances et de la Planification Economique ;

Inama y'Abaminisitiri yateranye kuwa 03 Ugushyingo 2015 imaze kubisuzuma no kubyemeza;

After consideration and adoption by the Cabinet, in its session of 03 November 2015;

Après examen et adoption par le Conseil des Ministres en sa séance du 03 Novembre 2015;

**TWATEGETSE KANDI DUTEGETSE:**

**HAVE ORDERED AND HEREBY ORDER:**

**AVONS ARRETE ET ARRETONS:**

**Ingingo ya mbere: Kwemeza burundu**

**Article One: Ratification**

**Article premier: Ratification**

Amasezerano y'inguzanyo n°1675P yashyiriweho umukono i Lima, muri Peru kuwa 08 Ukwakira 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya OPEC Gitsura Amajyambere Mpuzamahanga (OFID), yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga wo kubaka umuhanda Nyagatare-Byumba-Base, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

The Loan Agreement n° 1675P signed in Lima, Peru on 08 October 2015, between the Republic of Rwanda and the OPEC Fund for International Development (OFID), relating to the loan of fifteen million American Dollars (USD 15,000,000) for the construction of Nyagatare-Byumba-Base road project, is hereby ratified and becomes fully effective.

L'Accord de prêt n° 1675P signé à Lima, au Pérou le 08 octobre 2015, entre la République du Rwanda et le Fonds OPEP pour le Développement International (OFID), relatif au prêt de quinze millions de Dollars Américains (15.000.000 USD) pour le projet de construction de la route Nyagatare-Byumba-Base, est ratifié et sort son plein et entier effet.

**Ingingo ya 2: Abashinzwe kubahiriza iri teka**

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwa Remezo basabwe kubahiriza iri teka.

**Ingingo ya 3: Igihe iteka ritangira gukurikizwa**

Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa **14/12/2015**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

**Article 2: Authorities responsible for the Implementation of this Order**

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and Cooperation, the Minister of Infrastructure are entrusted with the implementation of this Order.

**Article 3: Commencement**

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

Kigali, on **14/12/2015**

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**MUREKEZI Anastase**  
Prime Minister

**Seen and sealed with the Seal of the Republic:**

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

**Article 2: Autorités chargées de l'exécution du présent arrêté**

Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères et de la Coopération, le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.

**Article 3: Entrée en vigueur**

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

Kigali, le **14/12/2015**

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Vu et scellé du Sceau de la République:**

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/ Garde des Sceaux

**ITEKA RYA PEREZIDA N°113/01 RYO KU WA  
14/12/2015 RYEMEZA BURUNDU  
AMASEZERANO Y'INGUZANYO  
YASHYIRIWEHO UMUKONO I KIGALI, MU  
RWANDA KUWA 02 UKUBOZA 2015, HAGATI  
YA REPUBULIKA Y'U RWANDA N'IKIGEGA  
MPUZAMAHANGA GITSURA AMAJYAMBERE  
(IDA), YEREKERANYE N'INGUZANYO INGANA  
NA MILIYONI MIRONGO ITANDATU N'INDWI  
N'IBIHUMBI MAGANA ARINDWI  
Z'AMADETESI (67.700.000 DTS) AGENEWE  
UBURYO BWO KURENGERA ABATISHOBYE -  
ICYICIRO CYA II**

**PRESIDENTIAL ORDER N°113/01 OF  
14/12/2015 RATIFYING THE FINANCING  
AGREEMENT SIGNED IN KIGALI,  
RWANDA ON 02 DECEMBER 2015,  
BETWEEN THE REPUBLIC OF RWANDA  
AND THE INTERNATIONAL  
DEVELOPMENT ASSOCIATION (IDA),  
RELATING TO THE CREDIT OF SIXTY  
SEVEN MILLION, SEVEN HUNDRED  
THOUSAND SPECIAL DRAWING RIGHTS  
(SDR 67,700,000) FOR THE SOCIAL  
PROTECTION SYSTEM – PHASE II**

**ARRETE PRESIDENTIEL N°113/01 DU  
14/12/2015 RATIFIANT L'ACCORD DE  
FINANCEMENT SIGNE A KIGALI, AU  
RWANDA LE 02 DECEMBRE 2015, ENTRE  
LA REPUBLIQUE DU RWANDA ET  
L'ASSOCIATION INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF AU  
CREDIT DE SOIXANTE-SEPT MILLIONS  
SEPT CENT MILLE DROITS DE TIRAGE  
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**ITEKA RYA PEREZIDA N°113/01 RYO KU WA 14/12/2015 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA KUWA 02 UKUBOZA 2015, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'INDWI N'IBIHUMBI MAGANA ARINDWI Z'AMADETESI (67.700.000 DTS) AGENEWE UBURYO BWO KURENGERA ABATISHOBYE - ICYICIRO CYA II**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo ku wa 4 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo iya 98, iya 112, iya 121, iya 189, iya 190 n'iya 201;

Dushingiye ku Itegeko n° 56/2015 ryo kuwa 14/12/2015 ryemerera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i kigali, mu Rwanda kuwa 02 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA),

**PRESIDENTIAL ORDER N°113/01 OF 14/12/2015 RATIFYING THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA ON 02 DECEMBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF SIXTY SEVEN MILLION, SEVEN HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 67,700,000) FOR THE SOCIAL PROTECTION SYSTEM – PHASE II**

**We, KAGAME Paul,**  
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of June 4, 2003, as amended to date, especially in its articles 98, 112, 121, 189, 190 and 201;

Pursuant to Law n°56/2015 of 14/12/2015 authorising the ratification of the Financing Agreement signed in Kigali, Rwanda on 02 December 2015, between the Republic of Rwanda and the International Development Association

**ARRETE PRESIDENTIEL N°113/01 DU 14/12/2015 RATIFIANT L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA LE 02 DECEMBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE SOIXANTE-SEPT MILLIONS SEPT CENT MILLE DROITS DE TIRAGE SPECIAUX (67.700.000 DTS) POUR LE SYSTEME DE PROTECTION SOCIALE – PHASE II**

**Nous, KAGAME Paul,**  
Président de la République;

Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 98, 112, 121, 189, 190 et 201 ;

Vu la Loi n°56/2015 du 14/12/2015 autorisant la ratification de l'Accord de financement signé à Kigali, au Rwanda le 02 décembre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif

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yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'indwi n'ibihunbi magana arindwi z'Amadetsi (67.700.000 DTS) agenewe uburyo bwo kurengera abatishoboye - Icyiciro cya II;

Tumaze kubona amasezerano y'inguzanyo yashyiriweho umukono i kigali, mu Rwanda kuwa 02 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'indwi n'ibihunbi magana arindwi z'amadetsi (67.700.000 DTS) agenewe uburyo bwo kurengera abatishoboye - Icyiciro cya II;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri yateranye ku wa 08 Ukuboza 2015 imaze kubisuzuma no kubyemeza;

**TWATEGETSE KANDI DUTEGETSE :**

**Ingingo ya mbere : Kwemeza burundu**

Amasezerano y'inguzanyo yashyiriweho umukono i kigali, mu Rwanda kuwa 02 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'indwi n'ibihunbi magana arindwi z'Amadetsi (67.700.000 DTS) agenewe uburyo bwo kurengera abatishoboye - Icyiciro cya II, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

(IDA), relating to the credit of sixty seven million seven hundred thousand Special Drawing Rights (SDR 67,700,000) for the social protection system – Phase II;

Considering the Financing Agreement signed in Kigali, Rwanda on 02 December 2015, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty seven million seven hundred thousand Special Drawing Rights (SDR 67,700,000) for the social protection system – Phase II;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet, in its session of 08 December 2015;

**HAVE ORDERED AND HEREBY ORDER:**

**Article One : Ratification**

The Financing Agreement signed in Kigali, Rwanda on 02 December 2015, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty seven million seven hundred thousand Special Drawing Rights (SDR 67,700,000) for the social protection system – Phase II, is hereby ratified and becomes fully effective.

au crédit de soixante-sept millions sept cent mille Droits de Tirage Spéciaux (67.700.000 DTS) pour le système de protection sociale – Phase II;

Considérant l'Accord de financement signé à Kigali, au Rwanda le 02 décembre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-sept millions sept cent mille Droits de Tirage Spéciaux (67.700.000 DTS) pour le système de protection sociale – Phase II;

Sur proposition du Ministre des Finances et de la Planification Economique ;

Après examen et adoption par le Conseil des Ministres en sa séance du 08 décembre 2015;

**AVONS ARRETE ET ARRETONS:**

**Article premier : Ratification**

L'Accord de financement signé à Kigali, au Rwanda le 02 décembre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-sept millions sept cent mille Droits de Tirage Spéciaux (67.700.000 DTS) pour le système de protection sociale – Phase II, est ratifié et sort son plein et entier effet.

**Ingingo ya 2 : Abashinzwe kubahiriza iri teka**

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri y'Ubutegetsi bw'Igihugu na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane basabwe kubahiriza iri teka.

**Ingingo ya 3 : Igihe iteka ritangira gukurikizwa**

Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa **14/12/2015**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya  
Repubulika:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

**Article 2 : Authorities responsible for the  
Implementation of this Order**

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Local Government and the Minister of Foreign Affairs and Cooperation are entrusted with the implementation of this Order.

**Article 3 : Commencement**

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

Kigali, on **14/12/2015**

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**MUREKEZI Anastase**  
Prime Minister

**Seen and sealed with the Seal of the Republic:**

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

**Article 2 : Autorités chargées de l'exécution du  
présent arrêté**

Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre de administration locale et le Ministre des Affaires Etrangères et de la Coopération sont chargés de l'exécution du présent arrêté.

**Article 3 : Entrée en vigueur**

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

Kigali, le **14/12/2015**

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Vu et scellé du Sceau de la République:**

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/ Garde des Sceaux

**ITEKA RYA PEREZIDA N°114/01 RYO KU WA 14/12/2015 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO N°5721-RW YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 26 UKWAKIRA 2015, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'UMUNANI N'IBIHUMBI MAGANA ARINDWI Z'AMADETESI (18.700.000 DTS) AGENEWE UMUSHINGA WO GUTEZA IMBERE UBUCURUZI BWO MU KARERE K'IBIYAGA BIGARI**

**PRESIDENTIAL ORDER N°114/01 OF 14/12/2015 RATIFYING THE FINANCING AGREEMENT N° 5721-RW SIGNED IN KIGALI, RWANDA ON 26 OCTOBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF EIGHTEEN MILLION SEVEN HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 18,700,000) FOR THE GREAT LAKES TRADE FACILITATION PROJECT**

**ARRETE PRESIDENTIEL N°114/01 DU 14/12/2015 RATIFIANT L'ACCORD DE FINANCEMENT N°5721-RW SIGNE A KIGALI, AU RWANDA LE 26 OCTOBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE DIX-HUIT MILLIONS SEPT CENT MILLE DROITS DE TIRAGE SPECIAUX (18.700.000 DTS) POUR LE PROJET DE FACILITATION DU COMMERCE DANS LA REGION DES GRANDS LACS**

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**Ingingo ya 3: Igihe iteka ritangira gukurikizwa**

**Article 3: Commencement**

**Article 3: Entrée en vigueur**



**ITEKA RYA PEREZIDA N°114/01 RYO KU WA 14/12/2015 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO N°5721- RW YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 26 UKWAKIRA 2015, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'UMUNANI N'IBIHUMBI MAGANA ARINDWI Z'AMADETESI (18.700.000 DTS) AGENEWE UMUSHINGA WO GUTEZA IMBERE UBUCURUZI BWO MU KARERE K'IBIYAGA BIGARI**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 4 Kamena 2003, nk'uko ryavugururwe kugeza ubu, cyane cyane mu ngingo zaryo iya 98, iya 112, iya 121, iya 189, iya 190 n'iya 201;

Dushingiye ku Itegeko n° 57/2015 ryo ku wa 14/12/2015 ryemerera kwemeza burundu amasezerano y'inguzanyo n°5721-RW yashyiriweho umukono i Kigali mu Rwanda ku wa 26 Ukwakira 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'umunani n'ibihumbi magana arindwi z'Amadetsi (18.700.000 DTS) agenewe umushinga wo guteza imbere ubucuruzi bwo mu Karere k'Ibiyaga Bigari;

Tumaze kubona amasezerano y'inguzanyo n° 5721-RW

**PRESIDENTIAL ORDER N°114/01 OF 14/12/2015 RATIFYING THE FINANCING AGREEMENT N° 5721-RW SIGNED IN KIGALI, RWANDA ON 26 OCTOBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF EIGHTEEN MILLION SEVEN HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 18,700,000) FOR THE GREAT LAKES TRADE FACILITATION PROJECT**

**We, KAGAME Paul,**  
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of June 4, 2003, as amended to date, especially in its articles 98, 112, 121, 189, 190 and 201;

Pursuant to Law n°57/2015 of 14/12/2015 authorising the ratification of the Financing Agreement n°5721-RW signed in Kigali, Rwanda on 26 October 2015, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighteen million seven hundred thousand Special Drawing Rights (SDR 18,700,000) for the Great Lakes trade facilitation project;

Considering the Financing Agreement n° 5721-

**ARRETE PRESIDENTIEL N°114/01 DU 14/12/2015 RATIFIANT L'ACCORD DE FINANCEMENT N°5721-RW SIGNE A KIGALI, AU RWANDA LE 26 OCTOBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE DIX-HUIT MILLIONS SEPT CENT MILLE DROITS DE TIRAGE SPECIAUX (18.700.000 DTS) POUR LE PROJET DE FACILITATION DU COMMERCE DANS LA REGION DES GRANDS LACS**

**Nous, KAGAME Paul,**  
Président de la République;

Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 98, 112, 121, 189, 190 et 201 ;

Vu la Loi n°57/2015 du 14/12/2015 autorisant la ratification de l'Accord de financement n°5721-RW signé à Kigali, au Rwanda le 26 octobre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de dix-huit millions sept cent mille Droits de Tirage Spéciaux (18.700.000 DTS) pour le projet de facilitation du commerce dans la région des Grands Lacs;

Considérant l'Accord de financement n° 5721-RW

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yashyiriweho umukono i Kigali mu Rwanda kuwa 26 Ukwakira 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'umunani n'ibihumbi magana arindwi z'Amadetsi (18.700.000 DTS) agenewe umushinga wo guteza imbere ubucuruzi bwo mu Karere k'Ibiyaga Bigari;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri yateranye kuwa 08 Ukuboza 2015 imaze kubisuzuma no kubyemeza;

**TWATEGETSE KANDI DUTEGETSE:**

**Ingingo ya mbere: Kwemeza burundu**

Amasezerano y'inguzanyo n°5721-RW yashyiriweho umukono i Kigali mu Rwanda ku wa 26 Ukwakira 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'umunani n'ibihumbi magana arindwi z'Amadetsi (18.700.000 DTS) agenewe umushinga wo guteza imbere ubucuruzi bwo mu Karere k'Ibiyaga Bigari, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

**Ingingo ya 2: Abashinzwe kubahiriza iri teka**

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi,

RW signed in Kigali, Rwanda on 26 October 2015, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighteen million seven hundred thousand Special Drawing Rights (SDR 18,700,000) for the Great Lakes trade facilitation project;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet, in its session of 08 December 2015;

**HAVE ORDERED AND HEREBY ORDER:**

**Article One : Ratification**

The Financing Agreement n° 5721-RW signed in Kigali, Rwanda on 26 October 2015, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighteen million seven hundred thousand Special Drawing Rights (SDR 18,700,000) for the Great Lakes trade facilitation project, is hereby ratified and becomes fully effective.

**Article 2: Authorities responsible for the implementation of this Order**

The Prime Minister, the Minister of Finance and

signé à Kigali, au Rwanda le 26 octobre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de dix-huit millions sept cent mille Droits de Tirage Spéciaux (18.700.000 DTS) pour le projet de facilitation du commerce dans la région des Grands Lacs;

Sur proposition du Ministre des Finances et de la Planification Economique ;

Après examen et adoption par le Conseil des Ministres en sa séance du 08 décembre 2015;

**AVONS ARRETE ET ARRETONS:**

**Article premier : Ratification**

L'Accord de financement n°5721-RW signé à Kigali, au Rwanda le 26 octobre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de dix-huit millions sept cent mille Droits de Tirage Spéciaux (18.700.000 DTS) pour le projet de facilitation du commerce dans la région des Grands Lacs, est ratifié et sort son plein et entier effet.

**Article 2: Autorités chargées de l'exécution du présent arrêté**

Le Premier Ministre, le Ministre des Finances et de

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Minisitiri w'Ubucuruzi n'Inganda na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane basabwe kubahiriza iri teka.

Economic Planning, the Minister of Trade and Industry and the Minister of Foreign Affairs and Cooperation are entrusted with the implementation of this Order.

la Planification Economique, le Ministre du Commerce et de l'Industrie et le Ministre des Affaires Etrangères et de la Coopération sont chargés de l'exécution du présent arrêté.

**Ingingo ya 3: Igihe iteka ritangira gukurikizwa**

**Article 3: Commencement**

**Article 3: Entrée en vigueur**

Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

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

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

Kigali, ku wa **14/12/2015**

Kigali, on **14/12/2015**

Kigali, le **14/12/2015**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

(sé)  
**MUREKEZI Anastase**  
Prime Minister

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

**Seen and sealed with the Seal of the Republic:**

**Vu et scellé du Sceau de la République:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/ Garde des Sceaux

# **IMIGEREKA/ ANNEXES/ ANNEXES**



**OFID** The OPEC Fund for International Development

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LOAN NO. 1675P

NYAGATARE-BYUMBA-BASE ROAD PROJECT

LOAN AGREEMENT

BETWEEN

THE REPUBLIC OF RWANDA

AND

THE OPEC FUND FOR  
INTERNATIONAL DEVELOPMENT (OFID)

DATED

October 8, 2015

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AGREEMENT dated October 8, 2015, between the Republic of Rwanda (“the Borrower”) and the OPEC Fund for International Development (OFID).

Whereas the Borrower has requested a loan from OFID for part financing of the Project described in Schedule 1;

And whereas OFID has approved a loan to the Borrower in the amount of fifteen million Dollars (\$ 15,000,000) upon the terms and conditions set forth hereinafter;

Now, therefore, the parties to this Loan Agreement (the “Agreement”) hereby agree as follows:

## Article 1

### GENERAL CONDITIONS; DEFINITIONS

1.01 The General Conditions attached hereto shall constitute an integral part of this Agreement.

1.02 In addition to the terms defined in the preamble, the following terms and expressions shall have the following meanings or, where they duplicate terms and expressions in the General Conditions, the following specific meanings:

- (a) “Authorized Representative of the Borrower” means the Minister of Finance and Economic Planning of the Borrower;
- (b) “Closing Date” means June 30, 2020;
- (c) “Dollar and the sign \$” mean and refer to the lawful currency of the United States of America;



- (d) “Eligible Expenditure Commencement Date” means September 15, 2015;
- (e) “Executing Agency” means the Ministry of Infrastructure (Rwanda Transport Development Agency) of the Borrower;
- (f) “General Conditions” means OFID General Conditions Applicable to Public Sector Loan Agreements, December 2007;
- (g) “Grace Period” means the period beginning on October 8, 2015, and ending five (5) years from that Date; and
- (h) “Loan Administrator” means the Arab Bank for Economic Development in Africa.

\* \* \*

Article 2  
THE LOAN

2.01 OFID agrees to lend to the Borrower and the Borrower agrees to borrow from OFID the Loan in the amount of fifteen million Dollars (\$ 15,000,000) on the terms and conditions set forth in this Agreement.

2.02 The Borrower shall pay interest at the rate of one and one quarter of one per cent (1.25%) per annum on the principal amount of the Loan withdrawn and outstanding.

2.03 The Borrower shall pay a Service Charge at the rate of one per cent (1%) per annum on the principal amount of the Loan withdrawn and outstanding.

2.04 Interest and Service Charges shall be paid semi-annually on April 15 and October 15 in each year into OFID Account.



2.05 Immediately following the end of the Grace Period, the Borrower shall repay the principal of the Loan in Dollars, or in any other freely convertible currency acceptable to OFID Management, in an amount equivalent to the Dollar amount due according to the market exchange rate prevailing at the time and place of repayment. Repayment shall be effected in thirty (30) semi-annual instalments in the amounts, and on the dates, all as specified in Schedule 3 (AMORTIZATION).

\* \* \*

Article 3  
EFFECTIVENESS

3.01 This Agreement shall enter into force and effect in accordance with Section 3.02 upon receipt by OFID of:

- (a) satisfactory evidence that the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized and ratified according to the constitutional requirements of the Borrower;
- (b) a certificate issued by the Minister of Justice or the Attorney General or any other competent legal authority of the Borrower confirming that this Agreement has been duly authorized and ratified by the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms; and
- (c) evidence that the loan or other financing agreement between the Loan Administrator and the Borrower for financing the Project has been declared effective or will be declared effective concurrently with this Agreement.

3.02 As soon as possible after the conditions specified in Section 3.01 shall have been satisfactorily fulfilled, this Agreement shall enter into full force and effect on the Date of Effectiveness.



3.03 If this Agreement shall not have become effective within ninety (90) days after the Date of the Agreement, the Agreement and all obligations of the parties hereunder shall terminate, unless OFID Management, after consideration of the reasons for the delay, shall establish a later date for the purposes of this Section.

\* \* \*

## Article 4 ADDRESSES

4.01 The parties' addresses are as specified below:

For the Borrower:

Ministry of Finance and Economic Planning  
B.P. 158  
Kigali  
REPUBLIC OF RWANDA  
Facsimile: (+250-252) 577581

For OFID:

The OPEC Fund for International Development  
Parkring 8  
A-1010 Vienna  
AUSTRIA  
Facsimile: (+43-1) 513 92 38


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\* \* \*

LOAN NO. 1675P

IN WITNESS whereof the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed and delivered at Lima, Peru in two copies in the English language, each considered an original and both to the same and one effect as of the day and year first above written.

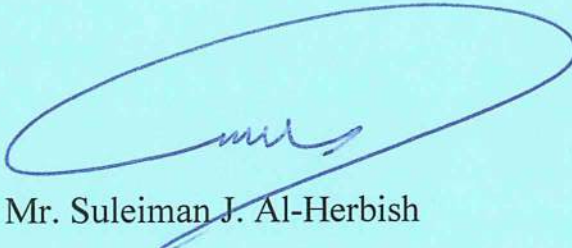
FOR THE BORROWER:

Signature: 

Name: H.E. Claver Gatete

Title: Minister of Finance and Economic Planning

FOR THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT (OFID):

Signature: 

Name: Mr. Suleiman J. Al-Herbish

Title: Director-General



\* \* \*



REPUBLIC OF RWANDA  
NYAGATARE-BYUMBA-BASE ROAD PROJECT

SCHEDULE 1  
DESCRIPTION OF THE PROJECT

The overall objective of the Project is to support the Government's long term development goals by improving the socio-economic development of the project target area. This shall be achieved through enhanced access to national resources and respective markets, especially in the field of agriculture and tourism. The Project shall also promote trade, increase mobility and reduce transport costs by facilitating thoroughfare to the port of Mombasa (1480 km) and by supporting the traditional Kigali-Kampala-Mombasa axis.

The Project shall encompass the following three components:

**1. Civil Works and Ancillaries:** consisting of upgrading 73.3 km of road to an all-weather paved road with a carriageway of 7 m width and 1.5 m shoulders on both sides (2 m within towns), as well as improvement of the horizontal and vertical design of the road alignment. The Project also entails the construction of 2 bridges (one with a length of 20 m and one with a length of 40 m) and the construction of a roundabout at Nyagatare city. This component shall also include temporary passages to ensure traffic movement and utilities diversion, as well as land acquisition. The road pavement shall consist of 20 cm of base course, 20 cm of sub-base course, as well as an asphalt concrete wearing course. The ancillaries comprise of site preparation, road side protection, road signs, pavement marking, and environmental mitigations measures, as well as drainage works including construction of side ditches, pipe and box culverts, and road embankment protection.

**2. Consultancy Services:** reviewing design and preparing tender documents, as well as supervising the execution of the civil works.

**3. Single Project Implementation Unit (SPIU) Support:** including top-up of salaries of the SPIU staff and the provision of 2 Pick-up vehicles, 2 computers with accessories, as well as office furniture.

\* \* \*



REPUBLIC OF RWANDA  
NYAGATARE-BYUMBA-BASE ROAD PROJECT

SCHEDULE 2  
LOAN ALLOCATION

1. Unless otherwise agreed between the Borrower and OFID Management, the table below sets forth the components to be financed out of the proceeds of the Loan, the allocation of amounts of the Loan to each component and the percentage of total expenditures for items so to be financed in respect of each component:

Component	Amount of the Loan Allocated (Expressed in Dollars)	Percentage of Total Expenditures to be Financed
1. Civil Works & Ancillaries	13,070,000	17.83
2. Consultancy Services	--	--
3. Support to SPIU	--	--
4. Physical and Price Contingencies	1,930,000	16.95
	<hr/> 15,000,000	

2. Notwithstanding the allocation of an amount of the Loan or the disbursement percentages set forth in the table in paragraph 1 above, if OFID Management has reasonably estimated that the amount of the Loan then allocated to any component will be insufficient to finance the agreed percentage of all expenditures in that component, OFID Management may, by notice to the Borrower: (i) reallocate to such component, to the extent required to meet the estimated shortfall, proceeds of the Loan which are then allocated to another component and which in the opinion of OFID Management are not needed to meet other expenditures; and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals in respect of such component may continue until all expenditures thereunder shall have been made.

\* \* \*



REPUBLIC OF RWANDA  
NYAGATARE-BYUMBA-BASE ROAD PROJECT

SCHEDULE 3  
AMORTIZATION

<u>No.</u>	<u>Date of Repayment</u>	<u>Amount Due</u> (Expressed in Dollars)
1	October 15, 2020	500,000
2	April 15, 2021	500,000
3	October 15, 2021	500,000
4	April 15, 2022	500,000
5	October 15, 2022	500,000
6	April 15, 2023	500,000
7	October 15, 2023	500,000
8	April 15, 2024	500,000
9	October 15, 2024	500,000
10	April 15, 2025	500,000
11	October 15, 2025	500,000
12	April 15, 2026	500,000
13	October 15, 2026	500,000
14	April 15, 2027	500,000
15	October 15, 2027	500,000
16	April 15, 2028	500,000
17	October 15, 2028	500,000
18	April 15, 2029	500,000
19	October 15, 2029	500,000
20	April 15, 2030	500,000
21	October 15, 2030	500,000
22	April 15, 2031	500,000
23	October 15, 2031	500,000
24	April 15, 2032	500,000
25	October 15, 2032	500,000
26	April 15, 2033	500,000
27	October 15, 2033	500,000
28	April 15, 2034	500,000
29	October 15, 2034	500,000
30	April 15, 2035	500,000
Total:		<u>15,000,000</u>

\* \* \*

CREDIT NUMBER 5746-RW

Financing Agreement

(Second Social Protection System Development Policy Financing)

Between

REPUBLIC OF RWANDA

And

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated *December 2*, 2015

**FINANCING AGREEMENT**

AGREEMENT dated December 2, 2015, entered into between REPUBLIC OF RWANDA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, inter alia, of: (a) the actions which the Recipient has already taken under the Program and which are described in Section I.A of Schedule 1 to this Agreement, and (b) the Recipient's maintenance of an adequate macroeconomic policy framework. The Recipient and the Association therefore hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

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

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to sixty-seven million, seven hundred thousand Special Drawing Rights (SDR 67,700,000) (variously, "Credit" and "Financing").
- 2.02. The Recipient may withdraw the proceeds of the Financing in support of the Program in accordance with Section II of Schedule 1 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%).
- 2.05. The Payment Dates are February 15 and August 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.07. The Payment Currency is Dollars.

### **ARTICLE III — PROGRAM**

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

### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

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

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that the Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient's macroeconomic policy framework.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

### **ARTICLE VI — REPRESENTATIVE; ADDRESSES**

- 6.01. The Recipient's Representative is its minister responsible for finance.



6.02. The Recipient's Address is:

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

Facsimile: + 250-252-57-75

6.03. The Association's Address is:

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

Cable:

Telex:

Facsimile:

INDEVAS  
Washington, D.C.

248423 (MCI)

1-202-477-6391

AGREED at \_\_\_\_\_, \_\_\_\_\_, as of the day and year first above written.

REPUBLIC OF RWANDA

By



Authorized Representative

Name: Claver GATETE

Title: Minister of Finance and  
Economic Planning

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Nicolas GATETE

Title: Country Director

## SCHEDULE 1

### Program Actions; Availability of Financing Proceeds

#### Section I. Actions under the Program

- A. Actions Taken Under the Program. The actions taken by the Recipient under the Program include the following:
1. LODA and NIDA have signed a Memorandum of Understanding and adopted the technical specifications for the interface of the Ubudehe and the national identification data bases.
  2. The Recipient has developed and adopted technical system specifications for a social protection management information system, and has adopted a costed road-map for the implementation of the social protection management information system.
  3. The Recipient has adopted policy guidelines for a Minimum Package to support Graduation including the harmonization of income-generating activities across Selected Social Protection Programs.
  4. The Recipient has produced consolidated budget allocations and execution reports for social protection programs and has publicized them through Primary Dissemination Channels.
  5. The Recipient has developed and implemented a curriculum for targeted staff in Districts and Sectors to strengthen the engagement of citizens in the delivery of social protection programs.
  6. The Recipient has adopted a plan and committed budgetary resources in the national budget for the Fiscal Year 2015/16 to expand the Vision 2020 Umurenge Program including expanding direct support activities from three hundred and thirty (330) Sectors to four hundred and sixteen (416) Sectors.
  7. The Recipient has adopted Policy Options and an implementation plan for improving the gender and child sensitivity of social protection programs.

#### Section II. Availability of Financing Proceeds

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

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

Allocations	Amount of the Credit Allocated (expressed in SDR)
Single Withdrawal Tranche	67,700,000
<b>TOTAL AMOUNT</b>	<b>67,700,000</b>

**C. Withdrawal Tranche Release Conditions.**

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

**D. Deposits of Financing Amounts.**

1. The Recipient shall open, prior to furnishing to the Association the first request for withdrawal from the Financing Account, and thereafter maintain the following two deposit accounts ("Deposit Accounts") at Banque Nationale du Rwanda on terms and conditions satisfactory to the Association:
  - (a) a deposit account in United States Dollars ("Foreign Currency Deposit Account"); and
  - (b) a deposit account in Rwandan Franc ("Local Currency Deposit Account").
2. All withdrawals from the Financing Account shall be deposited by the Association into the Foreign Currency Deposit Account. Upon each deposit of an amount of the Financing into the Foreign Currency Deposit Account, the Recipient shall ensure deposit by Banque Nationale du Rwanda of the local currency equivalent amount into the Local Currency Deposit Account. The Recipient shall promptly, upon each withdrawal from the Financing Account, provide to the Association a report in form and substance satisfactory to the Association on the amounts deposited in the Foreign Currency Deposit Account and on the amounts deposited into the Local Currency Deposit Account with an indication of the exchange rate applied. All amounts withdrawn from the Local Currency Deposit Account shall be used exclusively for budgeted public expenditures and in compliance with Section F below.

- E. **Audit.** Upon the Association's request, the Recipient shall:
1. have both Deposit Accounts audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;
  2. furnish to the Association as soon as available, but in any case not later than four (4) months after the date of the Association's request for such audit, a certified copy of the report of such audit, of such scope and in such detail as the Association shall reasonably request, and make such report publicly available in a timely fashion and in a manner acceptable to the Association; and
  3. furnish to the Association such other information concerning the Deposit Accounts and their audit as the Association shall reasonably request.
- F. **Excluded Expenditures.** The Recipient undertakes that the proceeds of the Financing shall not be used to finance Excluded Expenditures. If the Association determines at any time that an amount of the Financing was used to make a payment for an Excluded Expenditure, the Recipient shall, promptly upon notice from the Association, refund an amount equal to the amount of such payment to the Association. Amounts refunded to the Association upon such request shall be cancelled.
- G. **Closing Date.** The Closing Date is September 30, 2016.

## SCHEDULE 2

### Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15, commencing February 15, 2022 to and including August 15, 2053	1.5625%

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

## APPENDIX

### Section I. Definitions

1. “Banque Nationale du Rwanda” or “National Bank of Rwanda” means the central bank of the Recipient, established and operating pursuant to the Recipient’s Law No. 55/2007 of July 30, 2007.
2. “Deposit Accounts” means both the Foreign Currency Deposit Account and the Local Currency Deposit Account.
3. “District” means an administrative subdivision of the Recipient, established pursuant to its Organic Law No.29/2005 of December 31, 2005.
4. “Earmarked Transfers” means a program implemented by MINALOC in which small earmarked transfers are made to Districts for purposes of social protection.
5. “Excluded Expenditure” means any expenditure:
  - (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Association or the Bank has financed or agreed to finance, or which the Association or the Bank has financed or agreed to finance under another credit, grant or loan;
  - (b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Association by notice to the Recipient:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitutes)
525		Radioactive and associated materials

Group	Sub-group	Description of Item
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.4	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

- (c) for goods intended for a military or paramilitary purpose or for luxury consumption;
  - (d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Recipient or international agreements to which the Recipient is a party);
  - (e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
  - (f) with respect to which the Association determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or other recipient of the Financing proceeds, without the Recipient (or other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.
6. "Foreign Currency Deposit Account" means the account referred to in Part D. 1 (a).of Section II of Schedule I to this Agreement.



7. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010 with the modifications set forth in Section II of this Appendix.
8. "Girinka" means the Recipient's program of providing one cow per eligible family.
9. "Graduation" means a situation where a livelihood has been strengthened so that the household or recipient is able to maintain themselves out of extreme poverty in the medium to long term without support from social protection programs.
10. "Local Currency Deposit Account" means the account referred to in Part D. 1 (b) of Section II of Schedule 1 to this Agreement.
11. "Local Administrative Entities Development Agency" or "LODA" means the agency of the Recipient established under Law No. 62/2013 of 27/08/2013 with the mandate to promote and oversee development activities in local administrative entities, or its legal successor thereto.
12. "Memorandum of Understanding" means the memorandum to be signed between LODA and NIDA setting out the mutual obligations and responsibilities for the implementation of the inter-operability of the Ubudehe and the national population registration and identification databases.
13. "Minimum Package" means a set of concrete actions taken in the context of social protection to promote Graduation.
14. "Ministry of Local Government" or "MINALOC" means the Recipient's ministry at the time responsible for social protection matters.
15. "National Identification Agency" or "NIDA" means the Recipient's agency responsible for national population registration and the issuance of national identification cards, established and operating pursuant to the Recipient's law N° 43/2011 of 31/10/2011.
16. "Primary Dissemination Channels" means websites, joint sector review meetings, and District accountability days.
17. "Program" means the program of actions, objectives and policies designed to promote growth and achieve sustainable reductions in poverty and set forth or referred to in the letter dated October 16, 2015 from the Recipient to the Association declaring the Recipient's commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution.
18. "Policy Options" means the Recipient's initiatives to improve the gender and child sensitivity of VUP public works activities.

19. "Sector" means an administrative subdivision of the Recipient, established pursuant to its Organic Law No. 29/2005 of December 31, 2005.
20. "Selected Social Protection Programs" means Girinka, MINALOC's Earmarked Transfers to the Districts, and the Ubudehe Program.
21. "Single Withdrawal Tranche" means the amount of the Financing allocated to the category entitled "Single Withdrawal Tranche" in the table set forth in Part B of Section II of Schedule I to this Agreement.
22. "Ubudehe Database" means a register containing household registration information and poverty categorizations.
23. "Ubudehe Program" means the Recipient's program under MINALOC that provides support to one household in each village to enable the household to take up income generating activity
24. "Vision 2020 Umurenge Program" or "VUP" means an integrated local development program of the Recipient inaugurated in 2007 which aims at accelerating poverty reduction, rural growth and social protection by supporting the vulnerable and poor in society through provision of direct cash transfers, engagement in labor intensive public works and provision of microcredit.

## **Section II. Modifications to the General Conditions**

The modifications to the General Conditions are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.
2. Sections 2.04 (*Designated Accounts*) and 2.05 (*Eligible Expenditures*) are deleted in their entirety, and the remaining Sections in Article II are renumbered accordingly.
3. Sections 4.01 (*Project Execution Generally*), and 4.09 (*Financial Management; Financial Statements; Audits*) are deleted in their entirety, and the remaining Sections in Article IV are renumbered accordingly.
4. Paragraph (a) of Section 4.05 (renumbered as such pursuant to paragraph 3 above and relating to *Use of Goods, Works and Services*) is deleted in its entirety.
5. Paragraph (c) of Section 4.06 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

***“Section 4.06. Plans; Documents; Records***

- (c) The Recipient shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Financing until two years after the Closing Date. The Recipient shall enable the Association’s representatives to examine such records.”
6. Section 4.07 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

***“Section 4.07. Program Monitoring and Evaluation***

- (c) The Recipient shall prepare, or cause to be prepared, and furnish to the Association not later than six months after the Closing Date, a report of such scope and in such detail as the Association shall reasonably request, on the execution of the Program, the performance by the Recipient and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing.”
7. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:
- (a) The definition of the term “Eligible Expenditure” is modified to read as follows:

“Eligible Expenditure” means any use to which the Financing is put in support of the Program, other than to finance expenditures excluded pursuant to the Financing Agreement.”
  - (b) The term “Financial Statements” and its definition as set forth in the Appendix are deleted in their entirety.
  - (c) The term “Project” is modified to read “Program” and its definition is modified to read as follows:

“‘Program’ means the program referred to in the Financing Agreement in support of which the Financing is made.” All references to “Project” throughout these General Conditions are deemed to be references to “Program”.

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CREDIT NUMBER 5721-RW

# Financing Agreement

(Great Lakes Trade Facilitation Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated October 26, 2015

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~~FINANCING AGREEMENT~~

AGREEMENT dated October 26, 2015, entered into between REPUBLIC OF RWANDA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

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

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to eighteen million seven hundred thousand Special Drawing Rights (SDR 18,700,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are June 1 and December 1 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

### **ARTICLE III — PROJECT**

- ~~3.01.~~ The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out Parts 2(a), 2(b), 3(a)(i)A, 3(a)(ii), 3(b)(i)(A), 3(b)(ii), 3(b)(iii), 4(a) and 4(b) of the Project through MINICOM, and cause: Parts 1(a)(ii) and 1(d)(ii) of the Project to be carried out by RTDA; Part 1(b)(ii) of the project to be carried out by LODA; and Part 1(c) of the Project to be carried out by RCAA; all in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Event of Suspension consists of the following, namely, that any of the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the relevant Project Implementing Entity to perform any of its obligations under this Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely, that the event specified in Section 4.01 of this Agreement occurs.

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Recipient has established the Project Steering Committee, in accordance with the provisions of Section I.A.2 of Schedule 2 to this Agreement; and
  - (b) the Subsidiary Agreements have been executed on behalf of the Recipient and each of the Project Implementing Entities.
- 5.02. The Additional Legal Matter consists of the following, namely, that the Subsidiary Agreements have been duly authorized or ratified by the Recipient and the Project Implementing Entities and are legally binding upon the Recipient and the Project Implementing Entities in accordance with their terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

- 5.04. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

#### ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister responsible for finance.
- 6.02. The Recipient's Address is:

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

Cable:	Telex:	Facsimile:
MINFIN-RWANDA	22687	(250) 252 57 75 81
MINFIN-RWA		

- 6.03. The Association's Address is:

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

Cable:	Telex:	Facsimile:
INDEVAS	248423 (MCI)	1-202-477-6391
Washington, D.C.		

AGREED at Kigali, Republic of Rwanda, as of the day and year first above written.

REPUBLIC OF RWANDA

By



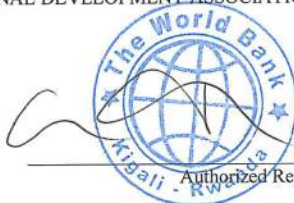
Authorized Representative

Name: Amb. CLAUDE GATETE

Title: MINISTER OF FINANCE AND  
ECONOMIC PLANNING

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: CAROLYN TURK

Title: COUNTRY MANAGER



## SCHEDULE 1

### ~~Project Description~~

The objective of the Project is to facilitate cross-border trade by increasing the capacity for commerce and reducing the costs faced by traders, especially small-scale and women traders, at targeted locations in the borderlands.

The Project consists of the following parts:

#### **Part 1. Improving Core Trade Infrastructure and Facilities in the Border Areas**

- (a) Supporting rehabilitation and/or construction of core infrastructure and related facilities at the following priority border posts: (i) Petite Barriere (Goma), Ruzizi I (Bukavu), Bunagana and Kasindi in the Democratic Republic of Congo ("DRC"); (ii) Rusizi I in the Recipient's territory; and (iii) Mpondwe and Bunagana in Uganda, (collectively, "Subprojects").
- (b) Carrying out of comprehensive feasibility and related studies as well as associated environmental and social due diligence, preparation of detailed designs and construction of markets in priority border locations in: (i) the DRC; (ii) the Recipient's territory; and (iii) Uganda (collectively, "Subprojects").
- (c) Supporting rehabilitation of priority facilities at Kamembe Airport in the Recipient's territory, in particular: (i) acquisition and installation of essential navigational aids such as GNSS and VOR/DME designed to support precision and non-precision landings, respectively, and appropriate aeronautical ground lighting; (ii) acquisition and installation of essential meteorological and communication systems consisting of an Aeronautical Message Handling System, an automatic weather station and a Digital Aeronautical Information Management; (iii) construction of an airport perimeter fence consistent with ICAO standards; and (iv) construction of a cargo warehouse facility.
- (d) Carrying out of comprehensive feasibility studies and associated environmental and social due diligence and preparation of detailed designs for development of: (i) two border posts in Kavimvira and Mahagi, respectively; Kalemie Port and Uvira Port on Lake Tanganyika, respectively; and Kavumu Airport, all in the DRC; (ii) Rusizi I border post in the Recipient's territory; and (iii) Goli border post in Uganda.

**Part 2: Implementation of Policy and Procedural Reforms and Capacity Building to Facilitate Cross-Border Trade in Goods and Services**

- (a) Carrying out of a pilot program of actions designed to facilitate consistent and transparent application of basic customs and immigration rules and regulations and to enforce basic rights and obligations of cross-border traders and of customs and immigration officials, respectively, at the Targeted Border Crossings, in particular:
  - (i) Supporting: (A) implementation of the COMESA Regulations on the Minimum Standards for the Treatment of Small Scale Cross Border Traders; (B) identification and simplification of key customs and immigration requirements and procedures governing small-scale trade in services in priority sectors, including, *inter alia*, health and education; (C) acquisition and installation of appropriate ICT systems consisting of, *inter alia*, hardware/infrastructure, software, internet connectivity, local area networks, voice communication systems and telephony, all with a view to facilitating implementation of key reforms; and (D) dissemination of information and implementation of COMESA's Simplified Trade Regime.
  - (ii) (A) Strengthening the capacities of existing joint border committees; and (B) supporting establishment and operationalization of joint border committees, all with a view of enhancing inter-agency cooperation and accountability as well as facilitating consultations with various stakeholders on key reforms.
  - (iii) Supporting the design and implementation of an appropriate information, education and communications strategy on, *inter alia*, COMESA's Simplified Trade Regime and the COMESA Regulations on the Minimum Standards for the Treatment of Small Scale Cross Border Traders at the local and national levels.
- (b) Design and delivery of customized training programs at the national level based on the regional training framework referred to in Part 2(c) below (including, *inter alia*, appropriate training materials) designed to strengthen the capacities of, *inter alia*, border officials for effective and transparent delivery of services, as well as traders and traders associations on their respective rights and obligations.
- (c) Supporting: (i) establishment and operationalization of new trade information desks and or strengthening the capacities of existing trade

information desks; as the case may be, all with a view to facilitating, *inter alia*, the implementation of COMESA's Simplified Trade Regime and the COMESA Regulations on the Minimum Standards for the Treatment of Small Scale Cross Border Traders; (ii) establishment and operationalization of a COMESA trade information desk coordination office; (iii) designing and implementing an appropriate regional information, education and communications strategy on, *inter alia*, COMESA's Simplified Trade Regime and the COMESA Regulations on the Minimum Standards for the Treatment of Small Scale Cross Border Traders; and (iv) designing and delivering a customized regional training framework and training program as well as coordination of related national training programs, all with a view to facilitating small scale cross border trade activities.

### **Part 3. Performance Based Management in Cross Border Administration**

- (a) Provision of technical advisory services for: (i) carrying out of a comprehensive functional review of organizational structures, capacities, performance, institutional effectiveness and efficiency (including, *inter alia*, staffing skills and levels, management structures, roles of officials, supervisory and accountability structures, human resources and performance management) of priority customs and immigration offices, in particular the: (A) Recipient's RRA (Customs) and Directorate General of Immigration and Emigration; (B) the DRC's Direction General des Douanes des Assises (DGDA) and Direction General de la Migration (DGM); and (C) Uganda Revenue Authority (Customs) and Directorate of Citizenship and Immigration Control, so as to identify gaps and make recommendations for improvement; and (ii) design and implementation of appropriate change management coaching programs.
- (b) (i) Carrying out of a comprehensive review of performance based management systems (including, review of applicable indicators and evaluation mechanisms) in the: (A) Recipient's RRA (Customs) and Directorate General of Immigration and Emigration; (B) the DRC's Direction General des Douanes des Assises (DGDA) and Direction General de la Migration (DGM); and (C) Uganda Revenue Authority (Customs) and Directorate of Citizenship and Immigration Control, so as to identify gaps and make recommendations for improvement, all through the provision of technical advisory services and training; (ii) supporting implementation of recommendations (including, *inter alia*, the design and implementation of appropriate performance incentive mechanisms) following said review; and (iii) implementation of third party monitoring mechanisms including, *inter alia*, perception surveys and web tools, all

designed to evaluate quality-of-service delivery at border posts renovated and/or constructed under Part I(a) above.

#### **Part 4. Implementation Support, Communication, Monitoring and Evaluation**

- (a) (i) Strengthening the capacity of Implementing Agencies for overall coordination, day to day implementation (including, *inter alia*, procurement, financial management, monitoring and evaluation and reporting) and oversight of Project activities and results; and (ii) developing and implementing an information, education and communications strategy for the Project.
- (b) Development and implementation of robust monitoring and evaluation mechanisms for the Project (where relevant based on regional standards) including: (i) monitoring and evaluation methodologies and appropriate indicators; (ii) strengthening the capacities of M&E Agencies for data collection and recording; (iii) carrying out of periodic surveys and impact evaluations; and (iv) piloting the use of appropriate information technology applications, systems and platforms for collection, reporting and transmittal of data from priority border posts.
- (c) Supporting the regional coordination, facilitation, and standardization of small-scale cross-border trade data collection, monitoring and reporting, as well as Project monitoring and evaluation activities, including through: (i) development of standards and best-practices for data collection and reporting; (ii) convening of regional workshops and seminars for peer-to-peer learning and sharing of best practices; (iii) development and implementation of information technology systems and software platforms for data collection and reporting; and (iv) development of a regional online outlet for data reporting.

## **SCHEDULE 2**

### **Project Execution**

#### **Section I. Institutional and Implementation Arrangements**

##### **A. Institutional Arrangements**

##### **1. MINICOM**

- (a) The Recipient shall designate, at all times during the implementation of the Project, the MINICOM, to be responsible for overall oversight and implementation of activities under Parts 2(a), 2(b), 3(a)(i)A, 3(a)(ii), 3(b)(i)(A), 3(b)(ii), 3(b)(iii), 4(a) and 4(b) of the Project, and shall take all actions including the provision of funding, personnel and other resources necessary to enable said MINICOM to perform said functions.
- (b) Without limitation upon the provisions of sub-paragraph (a) immediately above, the Recipient shall: (i) designate, at all times during the implementation of the Project, the SPIU within MINICOM to be responsible for prompt and efficient day-to-day implementation, planning, management and coordination of activities under said Parts 2(a), 2(b), 3(a)(i)A, 3(a)(ii), 3(b)(i)(A), 3(b)(ii), 3(b)(iii), 4(a) and 4(b) of the Project, and shall take all actions including the provision of funding, personnel and other resources necessary to enable said SPIU to perform said functions, and to this end; (ii) by no later than three (3) months after the Effective Date, appoint a procurement specialist, an environmental safeguards specialist, a social development specialist, a monitoring and evaluation specialist, a trade specialist, a finance manager, an accountant, an internal auditor and an administrative assistant for the SPIU, all in accordance with the provisions of Section III of this Schedule 2.

##### **2. Project Steering Committee; Regional Coordination Committee**

Without limitation upon the provisions of paragraph 1 immediately above, the Recipient shall: (a) establish, and thereafter maintain at all times during the implementation of the Project, the Project Steering Committee, with a composition, mandate, terms of reference and resources satisfactory to the Association, to be responsible for, *inter alia*, providing strategic and policy guidance on matters relating to the Project; and (b) designate a representative for the Regional Coordination Committee.



**3. Rwanda Civil Aviation Authority ("RCAA")**

Without limitation upon the provisions of paragraphs 1 and 2 immediately above, the Recipient shall: (a) designate, at all times during the implementation of the Project, RCAA to be responsible for prompt and efficient oversight and management of the implementation of activities under Part 1(c) of the Project, and shall take all actions, including the provision of funding, personnel (including an airport ground lighting specialist and a navigational aids expert) and other resources, necessary to enable RCAA to implement said activities, and to this end; (b) by no later three (3) months after the Effective Date, appoint a civil engineer for RCAA, in accordance with the provisions of Section III of this Schedule 2.

**Rwanda Transport Development Agency ("RTDA")**

Without limitation upon the provisions of paragraphs 1 and 2 immediately above, the Recipient shall designate, at all times during the implementation of the Project, RTDA to be responsible for prompt and efficient oversight and management of the implementation of activities under Parts 1(a)(ii) and 1(d)(ii) of the Project, and shall take all actions, including the provision of funding, personnel and other resources, necessary to enable RTDA to implement said activities.

**5. Rwanda Local Development Agency ("LODA")**

Without limitation upon the provisions of paragraphs 1 and 2 immediately above, the Recipient shall: (a) designate, at all times during the implementation of the Project, LODA to be responsible for prompt and efficient oversight and management of the implementation of activities under Part 1(b)(ii) of the Project, and shall take all actions, including the provision of funding, personnel and other resources, necessary to enable LODA to implement said activities, and to this end; (b) by no later than three (3) months after the Effective Date, appoint a civil engineer, a procurement specialist and accountant for LODA, all in accordance with the provisions of Section III of this Schedule 2.

**B. Subsidiary Agreements**

1. In order to achieve the objectives of Part 1 of the Project, the Recipient shall make part of the proceeds of the Financing allocated from time to time to Categories (1), (2), and (3), respectively, of the table set forth in Section IV.A.2 of this Schedule available to the respective Project Implementing Entities under respective subsidiary agreements between the Recipient and each Project Implementing Entity ("PIE"), under terms and conditions approved by the Association, which shall include:

- (a) the principal amount of the Credit made available under the Subsidiary Agreement ("Subsidiary Financing") shall be denominated in Dollars;
  - (b) the Subsidiary Financing shall be made available on a non-refundable grant basis; and
  - (c) the Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to: (i) suspend or terminate the right of the PIE to use the proceeds of the Subsidiary Financing, or obtain a refund of all or any part of the amount of the Subsidiary Financing then withdrawn, upon the PIE's failure to perform any of its obligations under the subsidiary agreement; and (ii) require the PIE to: (A) carry out its Respective Part of the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the Safeguard Instruments, this Agreement, and the provisions of Anti-Corruption Guidelines applicable to recipients of credit proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, non-consulting services and services to be financed out of the Subsidiary Financing in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of its Respective Part of the Project and the achievement of its objectives; (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to its Respective Part of the Project; and (2) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (F) enable the Recipient and the Association to inspect its Respective Part of the Project, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing ("Subsidiary Agreement").
2. The Recipient shall exercise its rights under each Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall

otherwise agree, the Recipient shall not assign, amend, abrogate or waive any of the Subsidiary Agreements or any of their provisions.

**C. Implementation Arrangements**

**1. Project Implementation Manual**

- (a) By no later than three (3) months after the Effective Date, the Recipient shall prepare, in accordance with terms of reference acceptable to the Association and furnish to the Association for review, a Project implementation manual, which shall include provisions on the following matters: (i) capacity building activities for sustained achievement of the Project's objectives; (ii) arrangements on financial management, setting forth the detailed policies and procedures for financial management under the Project, including a financial management manual for LODA; (iii) procurement management procedures; (iv) institutional administration, coordination and day to day execution of Project activities; (v) monitoring and evaluation; (vi) reporting; (vii) information, education and communication of Project activities; (viii) guidelines for carrying out of Subprojects (including Safeguard Instruments applicable to said Subprojects), including, *inter alia*, the eligibility criteria and detailed procedures for the selection, approval and implementation of said Subprojects; (ix) guidelines for assessing potential environmental and social impacts of the Project (including said Subprojects) and designing appropriate mitigation, management, and monitoring measures in respect of said impacts; and (x) such other technical and organizational arrangements and procedures as shall be required for the Project.
- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on said Project implementation manual, and thereafter, shall adopt such Project implementation manual, as shall have been approved by the Association ("Project Implementation Manual").
- (c) The Recipient shall ensure that the Project is carried out in accordance with the Project Implementation Manual; provided, however, that in case of any conflict between the provisions of the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Project Implementation Manual.



**2. Annual Work Plan and Budget**

- (a) The Recipient shall prepare and furnish to the Association not later than two (2) months prior to the start of each calendar year during the implementation of the Project, a work plan and budget containing all activities (including Subprojects) proposed to be included in the Project during the following calendar year (including Safeguard Instruments applicable to said activities), and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.
- (b) Each such proposed work plan and budget shall specify any training activities that may be required under the Project, including: (i) the type of Training; (ii) the purpose of the Training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the Training; (v) the location and duration of the Training; and (vi) the cost of the Training.
- (c) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget, and thereafter ensure that the Project is implemented with due diligence during said following calendar year in accordance with such work plan and budget as shall have been approved by the Association ("Annual Work Plan and Budget").
- (d) The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

**D. Anti-Corruption**

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

**E. Sub-projects under Parts 1(a)(ii) and 1(b)(ii) of the Project**

Each Subproject shall be eligible for financing upon the Recipient's determination, on the basis of an appraisal conducted in accordance with the criteria, guidelines and detailed procedures set forth in the Project Implementation Manual, that the Subproject satisfies the eligibility criteria specified in the Project Implementation Manual, which criteria shall, *inter alia*, include the following:

- 1. the Subproject shall be appraised on the basis of an environmental and social assessment and other guidelines acceptable to the Association (and be

accompanied by appropriate Safeguard Instruments, if required pursuant to the Safeguard Frameworks);

2. the Subproject shall be designed to avoid any involuntary resettlement of persons or loss of their income or productive capacity;
3. the Subproject and the associated Safeguard Instruments, if any, shall be approved by the Recipient and the Association, unless with respect to the Association's approval, the Association has notified the Recipient in writing that its prior approval is not required; and
4. the Subproject shall be included in the Annual Work Plan and Budget.

**F. Safeguards**

1. The Recipient shall: (a) ensure that the Project is carried out in accordance with the Safeguard Frameworks and Safeguard Instruments; (b) ensure that all measures required for carrying out the requirements of said Safeguard Frameworks and Safeguard Instruments are taken in a timely manner; and (c) not amend, suspend, abrogate, repeal or waive any provision of any of the Safeguard Frameworks and Safeguard Instruments, without the prior written approval of the Association. To this end, the Recipient shall ensure that the following actions are taken in a manner acceptable to the Association:
  - (a) prior to commencing civil works for any activity under the Project, if such activity would, pursuant to the ESMF: (i) require the carrying out of an ESIA, the Recipient shall ensure that an ESIA for such activity is: (A) carried out, in accordance with the requirements of the ESMF and furnished to the Association for review and approval; and (B) disclosed as required by the ESMF and approved by the Association; and (ii) require the preparation of an ESMP, the Recipient shall ensure that such ESMP is prepared in accordance with the ESMF and furnished to the Association for review and approval, and is disclosed as required by the ESMF and approved by the Association; and
  - (b) if any activity under the Project would, pursuant to the RPF, require the preparation of a RAP, the Recipient shall ensure that: (i) said RAP shall be prepared in accordance with the requirements of the RPF, furnished to the Association for review and approval, and disclosed as required by the RPF and approved by the Association; and (ii) no works under said activity shall be commenced until all measures required to be taken under said RAP prior to the initiation of said works have been taken.

2. Without limitation upon its other reporting obligations under this agreement and under Section 4.08 of the General Conditions, the Recipient shall include in the Project Reports referred to in Section II.A of this Schedule, adequate information on the implementation of the Safeguard Frameworks and Safeguard Instruments, giving details of: (a) measures taken in furtherance of such Safeguard Frameworks and Safeguard Instruments; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Frameworks and Safeguard Instruments; and (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such Safeguard Frameworks and Safeguard Instruments.
3. The Recipient shall ensure that all terms of reference for any technical assistance and studies to be carried out under the Project are prepared in form and substance satisfactory to the Association and taking into account appropriate environmental and social safeguards measures.

## **Section II. Project Monitoring, Reporting and Evaluation**

### **A. Project Reports**

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association and COMESA not later than forty-five (45) days after the end of the period covered by such report.
2. The Recipient shall, not later than two (2) months prior to the mid-term review referred to in paragraph 3 of this Section II.A, furnish to the Association for comments, a report, in such detail as the Association shall reasonably request, on the progress of the Project, and giving details of the various matters to be discussed at such review.
3. The Recipient shall, not later than thirty (30) months after the Effective Date, undertake, in conjunction with all agencies involved in the Project, a comprehensive mid-term review of the Project during which it shall exchange views with the Association and implementing agencies generally on all matters relating to the progress of the Project, the performance by the Recipient of its obligations under this Agreement and the performance by said implementing agencies, having regard to the performance indicators referred to in paragraph 1 of this Section II.A.
4. Following the mid-term review, the Recipient shall act promptly and diligently in order to take any corrective action deemed necessary to remedy any shortcoming

noted in the implementation of the Project; or to implement such other measures as may be required in furtherance of the objectives of the Project.

**B. Financial Management, Financial Reports and Audits**

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. The Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.
4. The Recipient shall, not later than three (3) months after the Effective Date, acquire and install in RCAA, and provide training on the use of, accounting software with specifications satisfactory to the Association, and shall thereafter maintain at all times during the implementation of the Project, such accounting software in a manner satisfactory to the Association.

**Section III. Procurement**

**A. General**

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the

Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods, Works and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding; (c) Shopping; (d) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; and (e) Direct Contracting.

**C. Particular Methods of Procurement of Consultants' Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least-Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the Association; (g) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (h) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (i) Single-source procedures for the Selection of Individual Consultants.

**D. Review by the Association of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.



#### Section IV. Withdrawal of the Proceeds of the Financing

##### A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consultants' services, Training and Operating Costs for Parts 1(a)(ii) and 1(d)(ii) of the Project	800,000	100%
(2) Goods, works, non-consulting services, consultants' services, Training and Operating Costs for Part 1(b)(ii) of the Project	3,600,000	100%
(3) Goods, works, non-consulting services, consultants' services, Training and Operating Costs for Part 1(c) of the Project	10,200,000	100%
(4) Goods, non-consulting services, consultants' services, Training and Operating Costs for Parts 2(a), 2(b), 3(a)(i)A, 3(a)(ii), 3(b)(i)(A), 3(b)(ii), 3(b)(iii), 4(a) and 4(b) of the Project	4,100,000	100%
<b>TOTAL AMOUNT</b>	<b>18,700,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is December 31, 2020.

### SCHEDULE 3

#### Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 1 and December 1, commencing December 1, 2021, to and including June 1, 2053	1.5625%

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.



## **APPENDIX**

### **Definitions**

1. “Aeronautical Message Handling System” means an aeronautical message handling system, a standard defined by ICAO for aeronautical ground-ground communications.
2. “Affected Person” means a person who as a result of: (a) the involuntary taking of land under the Project is affected in any of the following ways: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood.
3. “Annual Work Plan and Budget” means an annual work plan and budget referred to in Section I.C.2 of Schedule 2 to this Agreement.
4. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011.
5. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
6. “Central Bank of Rwanda” means the Central Bank of Rwanda, established and operating pursuant to Law No. 55/2007 of 30/11/2007 of the laws of the Recipient, governing the Central Bank of Rwanda; or any successor thereto.
7. “COMESA” means the Common Market for Eastern and Southern Africa, established pursuant to the COMESA Treaty signed on November 5, 1993, and registered with the United Nations through Serial No. 1-26691.
8. “COMESA Regulations on the Minimum Standards for the Treatment of Small Scale Cross Border Traders” means the COMESA Regulations on the Minimum Standards for the Treatment of Small-Scale Cross-Border Traders, as set forth in Annex 3 of the Official Gazette of COMESA, dated December 9, 2014.
9. “COMESA’s Simplified Trade Regime” means the Simplified Trade Regime, the simplified customs clearance procedures established and adopted by COMESA for small-scale cross border traders, as set forth in the Official Gazette of COMESA, dated November 6, 1999.

10. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
11. "Digital Aeronautical Information Management" means a digital aeronautical information management system for the digital exchange of air traffic management information.
12. "Direction General de la Migration (DGM)" means the Direction General de la Migration of the DRC, under Ministry of the Interior of the DRC; or any successor thereto.
13. "Direction General des Douanes des Assises (DGDA)" means the Direction General des Douanes des Assises (DGDA) of the DRC, under the Ministry of Finance of the DRC, or any successor thereto.
14. "Directorate General of Immigration and Emigration" means the Directorate General of Immigration and Emigration, under the Recipient's National Intelligence and Security Service; or any successor thereto.
15. "Directorate of Citizenship and Immigration Control" means the Directorate of Citizenship and Immigration Control of Uganda, under the Office of the President; or any successor thereto.
16. "DRC" means the Democratic Republic of Congo.
17. "ESIA" means an environmental and social impact assessment to be prepared by the Recipient pursuant to the ESMF, in each case identifying and assessing the potential environmental and social impacts of a proposed Project activity; and "ESIAs" means more than one such ESIA, as such ESIAs may be amended from time to time with the prior written agreement of the Association.
18. "ESMF" means the Recipient's Environmental and Social Management Framework, acceptable to the Association, and disclosed in country on June 29, 2015, and in the Association's *InfoShop* on July 1, 2015, detailing: (a) the guidelines, procedures and timetables for carrying out of ESIAs under the Project; (b) the measures to be taken during the implementation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels, including the guidelines, procedures and timetables for the preparation of ESMPs under the Project; and (c) the actions needed to implement these measures, including monitoring and evaluation, and institutional strengthening; as such ESMF may be amended from time to time with the prior written agreement of the Association.

19. “ESMP” means an environmental and social management plan to be prepared by the Recipient pursuant to the ESME, in each case setting forth appropriate mitigation, monitoring and institutional measures designed to mitigate the potential adverse environmental and social impacts of a proposed Project activity; and “ESMPs” means more than one such ESMP, as such ESMPs may be amended from time to time with the prior written agreement of the Association.
20. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
21. “GNSS” means a global navigation satellite system.
22. “ICAO” means the International Civil Aviation Organization, a United Nations specialized agency established pursuant to the Convention on International Civil Aviation (Chicago Convention) signed on December 7, 1944.
23. “ICT” means information communication technology.
24. “Implementing Agencies” means, collectively, LODA, MINCOM, RCAA, and RTDA, and “Implementing Agency” means any one such agency.
25. “LODA” means the Local Administrative Entities Development Agency, established and operating pursuant to Law No. 62/2013 of 27/08/2013 of the laws of the Recipient, establishing the Local Administrative Entities Development Agency (LODA) and determining its mission, organization and functioning; or any successor thereto.
26. “M&E Agencies” means MINICOM, the Central Bank of Rwanda, and the National Statistics Office.
27. “MINICOM” means the Ministry of Trade and Industry, the Recipient’s ministry responsible for trade and industry; or any successor thereto.
28. “National Statistics Office” means the Recipient’s National Institute of Statistics, established and operating pursuant to Law No. 53bis/2013 of 28/06/2013 of the laws of the Recipient, establishing the National Institute of Statistics of Rwanda and determining its mission, organization, and functioning; or any successor thereto.
29. “Operating Costs” means the reasonable expenses incurred by the Implementing Agencies on account of Project implementation, based on an Annual Work Plan and Budget approved by the Association pursuant to Section I.C.2 of Schedule 2 to this Agreement, including: expenditures for maintenance of equipment, facilities and vehicles used for Project implementation, fuel, routine repair and maintenance of equipment, vehicles and office premises, communication costs, use

of internet costs, stationery and other office supplies, utilities used for Project implementation, consumables, travel per diems, accommodation expenses, workshop venues and materials, and costs of translation, printing, photocopying and advertising, but excluding salaries, top-ups, honoraria, or allowances of the Recipient's civil servants.

30. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
31. "Procurement Plan" means the Recipient's procurement plan for the Project, dated August 4, 2015, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
32. "Project Implementing Entities" and "PIEs" means, collectively, LODA, RCAA, and RTDA; and "Project Implementing Entity" and "PIE" mean any one such entity.
33. "Project Implementing Entity's Legislation" means, with respect to: (a) LODA, Law No. 62/2013 of 27/08/2013 establishing the Local Administrative Entities Development Agency (LODA) and determining its mission, organization and functioning; (b) RCAA, Law No. 53/2011 of 14/12/2011 establishing Rwanda Civil Aviation Authority (RCAA) and determining its mission, organization and functioning; and (c) RTDA, Law No. 02/2010 of 20/01/2010, establishing Rwanda Transport Development Agency (RTDA) and determining its mission, organization and functioning; in each case, of the laws of the Recipient.
34. "Project Implementation Manual" means the manual referred to in Section I.C.1 of Schedule 2 to this Agreement.
35. "Project Steering Committee" means the Recipient's Project Steering Committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
36. "RAP" means a resettlement action plan to be prepared by the Recipient pursuant to the RPF, describing, for a proposed Project activity, the compensation and other resettlement assistance to be provided, consultation to be conducted with Affected Persons, institutional responsibilities for the implementation, procedures for grievance redress, and arrangements for monitoring and evaluation; and "RAPs" means more than one such RAP, as such RAPs may be amended from time to time with the prior written agreement of the Association.
37. "RCAA" means the Rwanda Civil Aviation Authority, established and operating pursuant to Law No. 53/2011 of 14/12/2011 of the laws of the Recipient,

establishing Rwanda Civil Aviation Authority (RCAA) and determining its mission, organization and functioning; or any successor thereto.

38. "Regional Coordination Committee" means the regional coordination committee for the Project, consisting of representatives from each of DRC, the Recipient, Uganda and COMESA.
39. "Respective Part of the Project" means, with respect to: (a) RTDA, Parts 1(a)(ii) and 1(d)(ii) of the Project; (b) LODA, Part 1(b)(ii) of the Project, and (c) RCAA, Part 1(c) of the Project.
40. "RPF" means the Recipient's Resettlement Policy Framework, acceptable to the Association and disclosed in country on June 29, 2015, and in the Association's *InfoShop* on July 1, 2015, detailing the guidelines, procedures, timetables and other specifications for the provision of compensation, rehabilitation and resettlement assistance to Affected Persons, and for the preparation and implementation of RAPs; as such RPF may be amended from time to time with the prior written agreement of the Bank.
41. "RRA (Customs)" means the Rwanda Revenue Authority, established and operating pursuant to Law No. 08/2009 of 27/04/2009 of the laws of the Recipient, determining the organization, functioning and responsibilities of Rwanda Revenue Authority; or any successor thereto.
42. "RTDA" means the Rwanda Transport Development Agency, established and operating pursuant to Law No. 02/2010 of 20/01/2010, establishing Rwanda Transport Development Agency (RTDA) and determining its mission, organization and functioning, of the laws of the Recipient; or any successor thereto.
43. "Safeguard Frameworks" means, collectively, the ESMF and the RPF; and "Safeguard Framework" refers to any one such framework.
44. "Safeguard Instruments" means, collectively, the ESIA's, the ESMPs, the RAPs; and "Safeguard Instrument" means any one such instrument.
45. "SPIU" means the Recipient's Single Project Implementation Unit, under MINICOM.
46. "Subprojects" means, collectively, subprojects referred to under Parts 1(a) and 1(b) of the Project; and "Subproject" refers to one such subproject.
47. "Subsidiary Agreement" means understanding subsidiary agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall



make part of the proceeds of the Financing available to a Project Implementing Entity; and “Subsidiary Agreements” means more than one such agreement.

48. “Subsidiary Financing” means the amount of the Credit to be made available to a Project Implementing Entity, and referred to in Section I.B of Schedule 2 to this Agreement.
49. “Targeted Border Crossings” means the following border crossings: (a) Mahagi (DRC) and Goli (Uganda); (b) Kasindi (DRC) and Mpondwe (Uganda); (c) Bunagana (DRC) and Bunagana (Uganda); (d) Goma/Petite Barriere (DRC) and Rubavu (Recipient’s territory); and (e) Bukavu/Ruzizi I (DRC) and Rusizi I (Recipient’s territory).
50. “Training” means the reasonable costs associated with training, workshops and study tours provided under the Project, based on an Annual Work Plan and Budget approved by the Association pursuant to Section I.C.2 of Schedule 2 to this Agreement, consisting of reasonable expenditures (other than expenditures for consultants’ services) for: (a) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.
51. “Uganda” means the Republic of Uganda.
52. “Uganda Revenue Authority (Customs)” means Uganda Revenue Authority, Uganda’s customs unit, established and operating pursuant to the Uganda Revenue Authority Act of 1991, as amended from time to time; or its successor thereto.
53. “VOR/DME” means an aircraft radio navigation system consisting of very high frequency (VHF) omnidirectional range and distance measuring equipment.