Ibirimo/Summary/Sommaire *page/urup*

A. Amategeko/Laws/Lois

Nº006/2016 ryo ku wa 05/04/2016
Itegeko ryemera kwemeza burundu amasezerano yashyiriweho umukono i Londres mu Bwongereza kuwa 26 Kamena 2015, hagati ya Repubulika y'u Rwanda na Jersey, yo kuvanaho gusoresha kabiri no gukumira forode y'imisoro ku byerekeye imisoro ku musaruro……4
Nº006/2016 of 05/04/2016
Law approving ratification of the agreement signed in London, United Kingdom on 26 June 2015, between the Republic of Rwanda and Jersey, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income……..4
N°006/2016 du 05/04/2016
Loi approuvant ratification de l'accord signé à Londres au Royaume-Uni, le 26 Juin 2015, entre la République du Rwanda et Jersey, pour éviter la double taxation et prévenir l'évasion fiscale en matière d'impôts sur le revenu……4

Nº007/2016 ryo ku wa 05/04/2016
Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Khartoum muri Sudani ku wa 24 Ugushyingo 2015, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'ubukungu muri Afurika (BADEA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga w'umuhanda Nyagatare-Rukomo-Byumba-Base, Lot ya 1: Nyagatare-Rukomo……8
Nº007/2016 of 05/04/2016
Law approving ratification of the loan agreement signed in Khartoum, Sudan on 24 November 2015, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa (BADEA), relating to the loan of fifteen million American Dollars (USD 15,000,000) for the Nyagatare-Rukomo-Byumba-Base road project, Lot 1: Nyagatare-Rukomo……8
N°007/2016 du 05/04/2016
Loi approuvant ratification de l'accord de prêt signé à Khartoum au Soudan le 24 Novembre 2015, entre la République du Rwanda et la Banque Arabe pour le Développement Economique en Afrique (BADEA), relatif au prêt de quinze millions de Dollars Américains (15.000.000 USD) pour le projet de route Nyagatare-Rukomo-Byumba-Base, Lot 1: Nyagatare-Rukomo.8

Nº009/2016 ryo ku wa 05/04/2016
Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo nº 11/649 yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Saudi-Arabiya Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana abiri na mirongo itanu z'Amariyali ya Saudi-Arabiya (56.250.000 SAR) agenewe umushinga wo kubaka umuhanda Nyagatare-Byumba-Base….12
Nº009/2016 of 05/04/2016
Law approving ratification of the loan agreement nº11/649 signed in Kigali, Rwanda on 29 December 2015, between the Republic of Rwanda and the Saudi Fund for Development, relating to the loan of fifty six million two hundred fifty thousand Saudi Riyals (SAR 56,250,000) for the construction of Nyagatare-Byumba-Base road project……12

N°009/2016 du 05/04/2016
Loi approuvant ratification de l'accord de prêt nº 11/649 signé à Kigali au Rwanda le 29 décembre 2015, entre la République du Rwanda et le Fonds Saoudien pour le Développement, relatif au prêt de cinquante-six millions deux cent cinquante mille Riyals Saoudiens (56.250.000 SAR) pour le projet de construction de la route Nyagatare-Byumba-Base…….12

B. Amateka ya Perezida/Presidential Orders/Arrêtés Presidentiels

Nº003/01 ryo ku wa 04/05/2016
Iteka rya Perezida ryemeza burundu amasezerano yashyiriweho umukono i Londres mu Bwongereza kuwa 26 Kamena 2015, hagati ya Repubulika y'u Rwanda na Jersey, yo guvanaho gusoresha kabiri no gukumira forode y'imisoro ku byerekeye imisoro ku musaruro……16
Nº003/01 of 04/05/2016
Presidential Order ratifying the agreement signed in London, United Kingdom on 26 June 2015, between the Republic of Rwanda and Jersey, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income……16
N°003/01 du 04/05/2016
Arrêté Présidentiel portant ratification de l'accord signé à Londres au Royaume-Uni, le 26 Juin 2015, entre la République du Rwanda et Jersey, pour éviter la double taxation et prévenir l'évasion fiscale en matière d'impôts sur le revenu……16

Nº004/01 ryo ku wa 04/05/2016
Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Khartoum muri Sudani ku wa 24 Ugushyingo 2015, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika (BADEA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga w'umuhanda Nyagatare-Rukomo-Byumba-Base, Lot Ya 1: Nyagatare-Rukomo.....41
Nº004/01 of 04/05/2016
Presidential Order ratifying the loan agreement signed in Khartoum, Sudan on 24 November 2015, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa (BADEA), relating to the loan of fifteen million American Dollars (USD 15,000,000) for the Nyagatare-Rukomo-Byumba-Base road project, Lot 1: Nyagatare-Rukomo……41
N°004/01 du 04/05/2016
Arrêté Présidentiel portant ratification de l'accord de prêt signé à Khartoum au Soudan le 24 Novembre 2015, entre la République du Rwanda et la Banque Arabe pour le Développement Economique en Afrique (BADEA), relatif au prêt de quinze millions de Dollars Américains (15.000.000 USD) pour le projet de route Nyagatare-Rukomo-Byumba-Base, Lot 1: Nyagatare-Rukomo……41

Nº 006/01 ryo ku wa 04/05/2016
Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo nº 11/649 yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Saudi-Arabiya Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana abiri na mirongo itanu z'Amariyali ya Saudi-Arabiya (56.250.000 SAR) agenewe umushinga wo kubaka umuhanda Nyagatare-Byumba-Base.....67
Nº006/01 of 04/05/2016
Presidential Order ratifying the loan agreement nº11/649 signed in Kigali, Rwanda on 29 December 2015, between the Republic of Rwanda and the Saudi Fund for Development,

relating to the loan of fifty six million two hundred fifty thousand Saudi Riyals (SAR 56,250,000) for the construction of Nyagatare-Byumba-Base road project……67

N°006/01 du 04/05/2016

Arrêté Présidentiel portant ratification de l'accord de prêt nº 11/649 signé à Kigali au Rwanda le 29 Décembre 2015, entre la République du Rwanda et le Fonds Saoudien pour le Développement, relatif au prêt de cinquante-six millions deux cent cinquante mille Riyals Saoudiens (56.250.000 SAR) pour le projet de construction de la route Nyagatare-Byumba-Base……67

ITEGEKO Nº006/2016 RYO KU WA 05/04/2016 RYEMERA KWEMEZA BURUNDU AMASEZERANO YASHYIRIWEHO UMUKONO I LONDRES MU BWONGEREZA KUWA 26 KAMENA 2015, HAGATI YA REPUBULIKA Y'U RWANDA NA JERSEY, YO KUVANAHO GUSORESHA KABIRI NO GUKUMIRA FORODE Y'IMISORO KU BYEREKEYE IMISORO KU MUSARURO

LAW Nº006/2016 OF 05/04/2016 APPROVING RATIFICATION OF THE AGREEMENT SIGNED IN LONDON, UNITED KINGDOM ON 26 JUNE 2015, BETWEEN THE REPUBLIC OF RWANDA AND JERSEY, FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME

LOI N°006/2016 DU 05/04/2016 APPROUVANT RATIFICATION DE L'ACCORD SIGNE A LONDRES AU ROYAUME-UNI, LE 26 JUIN 2015, ENTRE LA REPUBLIQUE DU RWANDA ET JERSEY, POUR EVITER LA DOUBLE TAXATION ET PREVENIR L'EVASION FISCALE EN MATIERE D'IMPOTS SUR LE REVENU

ISHAKIRO

Ingingo ya mbere : Kwemera kwemeza burundu

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

TABLE OF CONTENTS

Article One: Authorisation for ratification

Article 2 : Drafting, consideration and adoption of this Law

Article 3 : Commencement

TABLE DES MATIERES

Article premier : Autorisation de Ratification

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

Article 3 : Entrée en vigueur

ITEGEKO Nº006/2016 RYO KU WA 05/04/2016 RYEMERA KWEMEZA BURUNDU AMASEZERANO YASHYIRIWEHO UMUKONO I LONDRES MU BWONGEREZA KUWA 26 KAMENA 2015, HAGATI YA REPUBULIKA Y'U RWANDA NA JERSEY, YO KUVANAHO GUSORESHA KABIRI NO GUKUMIRA FORODE Y'IMISORO KU BYEREKEYE IMISORO KU MUSARURO

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 kuwa 15 Werurwe 2016;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

LAW Nº006/2016 OF 05/04/2016 APPROVING RATIFICATION OF THE AGREEMENT SIGNED IN LONDON, UNITED KINGDOM ON 26 JUNE 2015, BETWEEN THE REPUBLIC OF RWANDA AND JERSEY, FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME

We, KAGAME Paul,
President of the Republic;

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

THE PARLIAMENT:

The Chamber of Deputies, in its session of 15 March 2016;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

LOI N°006/2016 DU 05/04/2016 APPROUVANT RATIFICATION DE L'ACCORD SIGNE A LONDRES AU ROYAUME-UNI, LE 26 JUIN 2015, ENTRE LA REPUBLIQUE DU RWANDA ET JERSEY, POUR EVITER LA DOUBLE TAXATION ET PREVENIR L'EVASION FISCALE EN MATIERE D'IMPOTS SUR LE REVENU

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 15 mars 2016;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano yashyiriweho umukono i Londres mu Bwongereza ku wa 26 Kamena 2015, hagati ya Repubulika y'u Rwanda na Jersey, yo kuvanaho gusoresha kabiri no gukumira forode y'imisoro ku byerekeye imisoro ku musaruro;

After consideration of the Agreement signed in London, United Kingdom on 26 June 2015, between the Republic of Rwanda and Jersey for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income;

Après examen de l'Accord signé à Londres au Royaume-Uni, le 26 juin 2015, entre la République du Rwanda et Jersey, pour éviter la double taxation et prévenir l'évasion fiscale en matière d'impôts sur le revenu ;

YEMEJE:

ADOPTS:

ADOPTE:

Ingingo ya mbere: Kwemera kwemeza burundu

Article One: **Authorization for ratification**

Article premier: Autorisation de ratification

Amasezerano yashyiriweho umukono i Londres mu Bwongereza ku wa 26 Kamena 2015, hagati ya Repubulika y'u Rwanda na Jersey, yo kuvanaho gusoresha kabiri no gukumira forode y'imisoro ku byerekeye imisoro ku musaruro, ari ku mugereka, yemerewe kwemezwa burundu.

The Agreement signed in London, United Kingdom on 26 June 2015, between the Republic of Rwanda and Jersey, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, in appendix, is approved for ratification.

L'Accord signé à Londres au Royaume-Uni, le 26 Juin 2015, entre la République du Rwanda et Jersey, pour éviter la double taxation et prévenir l'évasion fiscale en matière d'impôts sur le revenu, en annexe, est approuvé pour ratification.

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

Article 2: Drafting, consideration and adoption of this Law

Article 2: Initiation, examen et adoption 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, 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 munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

This Law comes 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 **05/04/2016**

(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

Kigali, on **05/04/2016**

(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

Kigali, le **05/04/2016** .

(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 Nº007/2016 RYO KU WA 05/04/2016 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KHARTOUM MURI SUDANI KU WA 24 UGUSHYINGO 2015, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ABARABU ITSURA AMAJYAMBERE MU BY'UBUKUNGU MURI AFURIKA (BADEA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA W'UMUHANDA NYAGATARE-RUKOMO-BYUMBA-BASE, LOT YA 1: NYAGATARE-RUKOMO

LAW Nº007/2016 OF 05/04/2016 APPROVING RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KHARTOUM, SUDAN ON 24 NOVEMBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA (BADEA), RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR THE NYAGATARE-RUKOMO-BYUMBA-BASE ROAD PROJECT, LOT 1: NYAGATARE-RUKOMO

LOI N°007/2016 DU 05/04/2016 APPROUVANT RATIFICATION DE L'ACCORD DE PRET SIGNE A KHARTOUM AU SOUDAN LE 24 NOVEMBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE ARABE POUR LE DEVELOPPEMENT ECONOMIQUE EN AFRIQUE (BADEA), RELATIF AU PRET DE QUINZE MILLIONS DE DOLLARS AMERICAINS (15.000.000 USD) POUR LE PROJET DE ROUTE NYAGATARE-RUKOMO-BYUMBA-BASE, LOT 1: NYAGATARE-RUKOMO

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

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

Ingingo ya 3 : Igihe iri tegeko ritangira gukurikizwa

TABLE OF CONTENTS

Article One: Authorisation for ratification

Article 2: Drafting, consideration and adoption of this Law

Article 3 : Commencement

TABLE DES MATIERES

Article premier: Autorisation de ratification

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

Article 3 : Entrée en vigueur

ITEGEKO Nº007/2016 RYO KU WA 05/04/2016 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KHARTOUM MURI SUDANI KU WA 24 UGUSHYINGO 2015, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ABARABU ITSURA AMAJYAMBERE MU BY'UBUKUNGU MURI AFURIKA (BADEA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA W'UMUHANDA NYAGATARE-RUKOMO-BYUMBA-BASE, LOT YA 1: NYAGATARE-RUKOMO

LAW Nº007/2016 OF 05/04/2016 APPROVING RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KHARTOUM, SUDAN ON 24 NOVEMBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA (BADEA), RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR THE NYAGATARE-RUKOMO-BYUMBA-BASE ROAD PROJECT, LOT 1: NYAGATARE-RUKOMO

LOI N°007/2016 DU 05/04/2016 APPROUVANT RATIFICATION DE L'ACCORD DE PRET SIGNE A KHARTOUM AU SOUDAN LE 24 NOVEMBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE ARABE POUR LE DEVELOPPEMENT ECONOMIQUE EN AFRIQUE (BADEA), RELATIF AU PRET DE QUINZE MILLIONS DE DOLLARS AMERICAINS (15.000.000 USD) POUR LE PROJET DE ROUTE NYAGATARE-RUKOMO-BYUMBA-BASE, LOT 1: NYAGATARE-RUKOMO

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEYE, 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 23 Werurwe 2016;

The Chamber of Deputies, in its session of 23 March 2016;

La Chambre des Députés, réunie en sa séance du 23 mars 2016;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Imaze gusuzuma Amasezerano y'Inguzanyo yashyiriweho umukono i Khartoum muri Sudani ku wa 24 Ugushyingo 2015, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by' Ubukungu muri Afurika (BADEA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga w'umuhanda Nyagatare-Rukomo-Byumba-Base, Lot ya 1: Nyagatare-Rukomo;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Khartoum muri Sudani ku wa 24 Ugushyingo 2015, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika (BADEA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga w'umuhanda Nyagatare-Rukomo-Byumba-Base, Lot ya 1: Nyagatare-Rukomo, ari ku mugereka, yemerewe kwemezwa burundu.

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

After consideration of the Loan Agreement signed in Khartoum, Sudan on 24 November 2015, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa (BADEA), relating to the loan of fifteen million American Dollars (USD 15,000,000) for the Nyagatare-Rukomo-Byumba-Base Road Project, Lot 1: Nyagatare-Rukomo;

ADOPTS:

Article One: Authorisation for ratification

The Loan Agreement signed in Khartoum, Sudan on 24 November 2015, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa (BADEA), relating to the loan of fifteen million American Dollars (USD 15,000,000) for the Nyagatare-Rukomo-Byumba-Base Road Project, Lot 1: Nyagatare-Rukomo, in appendix, is approved for ratification.

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176 ;

Après examen de l'Accord de Prêt signé à Khartoum au Soudan le 24 novembre 2015, entre la République du Rwanda et la Banque Arabe pour le Développement Economique en Afrique (BADEA), relatif au prêt de quinze millions de Dollars Américains (15.000.000 USD) pour le Projet de route Nyagatare-Rukomo-Byumba-Base, Lot 1: Nyagatare-Rukomo;

ADOPTE :

Article premier: Autorisation de ratification

L'Accord de Prêt signé à Khartoum au Soudan le 24 novembre 2015, entre la République du Rwanda et la Banque Arabe pour le Développement Economique en Afrique (BADEA), relatif au prêt de quinze millions de Dollars Américains (15.000.000 USD) pour le Projet de route Nyagatare-Rukomo-Byumba-Base, Lot 1: Nyagatare-Rukomo, en annexe, est approuvé pour ratification.

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Kigali, ku wa **05/04/2016**

(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: Drafting, consideration and adoption of this Law

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

Article 3: Commencement

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

Kigali, on **05/04/2016**

(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: Initiation, examen et adoption de la présente loi

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

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 **05/04/2016**

(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 Nº009/2016 RYO KU WA 05/04/2016 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO Nº 11/649 YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 UKUBOZA 2015, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA SAUDI-ARABIYA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU N'ESHESHATU N'IBIHUMBI MAGANA ABIRI NA MIRONGO ITANU Z'AMARIYALI YA SAUDI-ARABIYA (56.250.000 SAR) AGENEWE UMUSHINGA WO KUBAKA UMUHANDA NYAGATARE-BYUMBA-BASE

LAW Nº009/2016 OF 05/04/2016 APPROVING RATIFICATION OF THE LOAN AGREEMENT Nº 11/649 SIGNED IN KIGALI, RWANDA ON 29 DECEMBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE SAUDI FUND FOR DEVELOPMENT, RELATING TO THE LOAN OF FIFTY SIX MILLION TWO HUNDRED FIFTY THOUSAND SAUDI RIYALS (SAR 56,250,000) FOR THE CONSTRUCTION OF NYAGATARE-BYUMBA-BASE ROAD PROJECT

LOI N°009/2016 DU 05/04/2016 APPROUVANT RATIFICATION DE L'ACCORD DE PRET Nº 11/649 SIGNE A KIGALI AU RWANDA LE 29 DECEMBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS SAOUDIEN POUR LE DEVELOPPEMENT, RELATIF AU PRET DE CINQUANTE-SIX MILLIONS DEUX CENT CINQUANTE MILLE RIYALS SAOUDIENS (56.250.000 SAR) POUR LE PROJET DE CONSTRUCTION DE LA ROUTE NYAGATARE-BYUMBA-BASE

ISHAKIRO

Ingingo ya mbere : Kwemera kwemeza burundu

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

Ingingo ya 3 : Igihe iri tegeko ritangira gukurikizwa

TABLE OF CONTENTS

Article One: Authorisation for ratification

Article 2 : Drafting, consideration and adoption of this Law

Article 3 : Commencement

TABLE DES MATIERES

Article premier: Autorisation de ratification

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

Article 3 : Entrée en vigueur

ITEGEKO Nº009/2016 RYO KU WA 05/04/2016 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO Nº 11/649 YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 UKUBOZA 2015, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA SAUDI-ARABIYA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU N'ESHESHATU N'IBIHUMBI MAGANA ABIRI NA MIRONGO ITANU Z'AMARIYALI YA SAUDI-ARABIYA (56.250.000 SAR) AGENEWE UMUSHINGA WO KUBAKA UMUHANDA NYAGATARE-BYUMBA-BASE

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

INTEKO ISHINGA AMATEGEKO YEMEYE, 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 kuwa 23 Werurwe 2016;

LAW Nº009/2016 OF 05/04/2016 APPROVING RATIFICATION OF THE LOAN AGREEMENT Nº 11/649 SIGNED IN KIGALI, RWANDA ON 29 DECEMBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE SAUDI FUND FOR DEVELOPMENT, RELATING TO THE LOAN OF FIFTY SIX MILLION TWO HUNDRED FIFTY THOUSAND SAUDI RIYALS (SAR 56,250,000) FOR THE CONSTRUCTION OF NYAGATARE-BYUMBA-BASE ROAD PROJECT

We, KAGAME Paul,
President of the Republic;

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

THE PARLIAMENT:

The Chamber of Deputies, in its session of 23 March 2016;

LOI N°009/2016 DU 05/04/2016 APPROUVANT RATIFICATION DE L'ACCORD DE PRET Nº 11/649 SIGNE A KIGALI AU RWANDA LE 29 DECEMBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS SAOUDIEN POUR LE DEVELOPPEMENT, RELATIF AU PRET DE CINQUANTE-SIX MILLIONS DEUX CENT CINQUANTE MILLE RIYALS SAOUDIENS (56.250.000 SAR) POUR LE PROJET DE CONSTRUCTION DE LA ROUTE NYAGATARE-BYUMBA-BASE

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 23 mars 2016;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano y'Inguzanyo nº 11/649 yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Saudi-Arabiya Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana abiri na mirongo itanu z'Amariyali ya Saudi-Arabiya (56.250.000 SAR) agenewe umushinga wo kubaka umuhanda Nyagatare-Byumba-Base;

After consideration of the Loan Agreement nº 11/649 signed in Kigali, Rwanda on 29 December 2015, between the Republic of Rwanda and the Saudi Fund for Development, relating to the loan of fifty six million two hundred fifty thousand Saudi Riyals (SAR 56,250,000) for the construction of Nyagatare-Byumba-Base Road Project;

Après examen de l'Accord de Prêt nº 11/649 signé à Kigali au Rwanda le 29 décembre 2015, entre la République du Rwanda et le Fonds Saoudien pour le Développement, relatif au prêt de cinquante-six millions deux cent cinquante mille Riyals Saoudiens (56.250.000 SAR) pour le Projet de construction de la route Nyagatare-Byumba-Base;

YEMEJE:

ADOPTS:

ADOPTE:

<u>Ingingo ya mbere</u>: Kwemera kwemeza burundu

<u>Article One</u>: Authorisation for ratification

<u>Article premier</u>: Autorisation de ratification

Amasezerano y'Inguzanyo nº 11/649 yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Saudi-Arabiya Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana abiri na mirongo itanu z'Amariyali ya Saudi-Arabiya (56.250.000 SAR) agenewe umushinga wo kubaka umuhanda Nyagatare-Byumba-Base, ari ku mugereka, yemerewe kwemezwa burundu.

The Loan Agreement nº 11/649 signed in Kigali, Rwanda on 29 December 2015, between the Republic of Rwanda and the Saudi Fund for Development, relating to the loan of fifty six million two hundred fifty thousand Saudi Riyals (SAR 56,250,000) for the construction of Nyagatare-Byumba-Base road project, in appendix, is approved for ratification.

L'Accord de Prêt nº 11/649 signé à Kigali au Rwanda le 29 décembre 2015, entre la République du Rwanda et le Fonds Saoudien pour le Développement, relatif au prêt de cinquante-six millions deux cent cinquante mille Riyals Saoudiens (56.250.000 SAR) pour le projet de construction de la route Nyagatare-Byumba-Base, en annexe, est approuvé pour ratification.

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Kigali, ku wa **05/04/2016**

(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: Drafting, consideration and adoption of this Law

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

Article 3: Commencement

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

Kigali, on **05/04/2016**

(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: Initiation, examen et adoption de la présente loi

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

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 **05/04/2016**

(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 Nº003/01 RYO KU WA 04/05/2016 RYEMEZA BURUNDU AMASEZERANO YASHYIRIWEHO UMUKONO I LONDRES MU BWONGEREZA KUWA 26 KAMENA 2015, HAGATI YA REPUBULIKA Y'U RWANDA NA JERSEY, YO KUVANAHO GUSORESHA KABIRI NO GUKUMIRA FORODE Y'IMISORO KU BYEREKEYE IMISORO KU MUSARURO

PRESIDENTIAL ORDER Nº003/01 OF 04/05/2016 RATIFYING THE AGREEMENT SIGNED IN LONDON, UNITED KINGDOM ON 26 JUNE 2015, BETWEEN THE REPUBLIC OF RWANDA AND JERSEY, FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME

ARRETE PRESIDENTIEL N°003/01 DU 04/05/2016 PORTANT RATIFICATION DE L'ACCORD SIGNE A LONDRES AU ROYAUME-UNI, LE 26 JUIN 2015, ENTRE LA REPUBLIQUE DU RWANDA ET JERSEY, POUR EVITER LA DOUBLE TAXATION ET PREVENIR L'EVASION FISCALE EN MATIERE D'IMPOTS SUR LE REVENU

ISHAKIRO

Ingingo ya mbere : Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Ingingo ya3 : Igihe iteka ritangira gukurikizwa

TABLE OF CONTENTS

Article One : **Ratification**

Article 2 : Authorities responsible for the implementation of this Order

Article 3 : Commencement

TABLE DES MATIERES

Article premier : Ratification

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

Article 3 : Entrée en vigueur

ITEKA RYA PEREZIDA Nº003/01 RYO KU WA 04/05/2016 RYEMEZA BURUNDU AMASEZERANO YASHYIRIWEHO UMUKONO I LONDRES MU BWONGEREZA KUWA 26 KAMENA 2015, HAGATI YA REPUBULIKA Y'U RWANDA NA JERSEY, YO KUVANAHO GUSORESHA KABIRI NO GUKUMIRA FORODE Y'IMISORO KU BYEREKEYE IMISORO KU MUSARURO

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003, ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo iya, 112, iya 120, iya 122, iya 167, iya 168, n'iya 176;

Dushingiye ku Itegeko nº 006/2016 ryo ku wa 05/04/2016 ryemera kwemeza burundu amasezerano yashyiriweho umukono i Londres mu Bwongereza ku wa 26 Kamena 2015, hagati ya Repubulika y'u Rwanda na Jersey, yo kuvanaho gusoresha kabiri no gukumira forode y'imisoro ku byerekeye imisoro ku musaruro

Imaze gusuzuma amasezerano yashyiriweho umukono i Londres mu Bwongereza ku wa 26 Kamena 2015, hagati ya Repubulika y'u Rwanda na Jersey, yo kuvanaho gusoresha kabiri no gukumira forode y'imisoro ku byerekeye imisoro;

PRESIDENTIAL ORDER Nº003/01 OF 04/05/2016 RATIFYING THE AGREEMENT SIGNED IN LONDON, UNITED KINGDOM ON 26 JUNE 2015, BETWEEN THE REPUBLIC OF RWANDA AND JERSEY, FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003, revised in 2015, especially in its articles, 112, 120, 122, 167, 168 and 176;

Pursuant to Law nº 006/2016 of 05/04/2016. approving ratification of the Agreement signed in London, United Kingdom on 26 June 2015, between the Republic of Rwanda and Jersey, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income

Considering the Agreement signed in London, United Kingdom on 26 June 2015, between the Republic of Rwanda and Jersey, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income;

ARRETE PRESIDENTIEL N°003/01 DU 04/05/2016 PORTANT RATIFICATION DE L'ACCORD SIGNE A LONDRES AU ROYAUME-UNI, LE 26 JUIN 2015, ENTRE LA REPUBLIQUE DU RWANDA ET JERSEY, POUR EVITER LA DOUBLE TAXATION ET PREVENIR L'EVASION FISCALE EN MATIERE D'IMPOTS SUR LE REVENU

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda du 2003, révisée en 2015, spécialement en ses articles, 112, 120, 122, 167, 168 et 176;

Vu la Loi n°006/2016 du 05/04/2016 approuvant ratification de l'accord signé à Londres au Royaume-Uni, le 26 juin 2015, entre la République du Rwanda et Jersey, pour éviter la double taxation et prévenir l'évasion fiscale en matière d'impôts sur le revenu

Considérant l'Accord signé à Londres au Royaume-Uni, le 26 juin 2015, entre la République du Rwanda et Jersey, pour éviter la double taxation et prévenir l'évasion fiscale en matière d'impôts sur le revenu

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri yateranye ku wa 19 Gashyantare 2016 imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere : Kwemeza burundu

Amasezerano yashyiriweho umukono i Londres mu Bwongereza ku wa 26 Kamena 2015, hagati ya Repubulika y'u Rwanda na Jersey, yo kuvanaho gusoresha kabiri no gukumira forode y'imisoro ku byerekeye imisoro ku musaruro, ari ku mugereka, w'iri teka yemejwe burundu kandi atangiye gukurikizwa mu ngingo zayo zose

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane basabwe gushyira mu bikorwa iri teka.

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet, in its session 19 February 2016;

HAVE ORDERED AND HEREBY ORDER:

Article One : **Ratification**

The Agreement signed in London, United Kingdom on 26 June 2015, between the Republic of Rwanda and Jersey, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income annexed to this Order 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 Economic Planning and the Minister of Foreign Affairs and Cooperation, are entrusted with the implementation of this Order.

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

Après examen et adoption par le Conseil des Ministres en sa séance du 19 février 2016;

AVONS ARRETE ET ARRETONS:

Article premier : Ratification

L'Accord signé à Londres au Royaume-Uni, le 26 Juin 2015, entre la République du Rwanda et Jersey, pour éviter la double taxation et prévenir l'évasion fiscale en matière d'impôts sur le revenu, annexé au présent arrêté est ratifie 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 la Planification Economique et le Ministre des Affaires Etrangères et de la Coopération sont chargés de l'exécution du présent arrêté.

<u>Ingingo ya3</u> : Igihe iteka ritangira gukurikizwa

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

Kigali, ku wa **04/05/2016**

(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

<u>Article 3</u> : Commencement

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

Kigali, on **04/05/2016**

(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

<u>Article 3</u> : Entrée en vigueur

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

Kigali, le **04/05/2016**

(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

UMUGEREKA W'ITEKA RYA PEREZIDA Nº003/01 RYO KU WA 04/05/2016 RYEMEZA BURUNDU AMASEZERANO YASHYIRIWEHO UMUKONO I LONDRES MU BWONGEREZA KUWA 26 KAMENA 2015, HAGATI YA REPUBULIKA Y'U RWANDA NA JERSEY, YO KUVANAHO GUSORESHA KABIRI NO GUKUMIRA FORODE Y'IMISORO KU BYEREKEYE IMISORO KU MUSARURO

ANNEX TO THE PRESIDENTIAL ORDER Nº003/01 OF 04/05/2016 RATIFYING THE AGREEMENT SIGNED IN LONDON, UNITED KINGDOM ON 26 JUNE 2015, BETWEEN THE REPUBLIC OF RWANDA AND JERSEY, FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME

ANNEXE DE L'ARRETE PRESIDENTIEL N° 003/01 DU 04/05/2016 PORTANT RATIFICATION DE L'ACCORD SIGNE A LONDRES AU ROYAUME-UNI, LE 26 JUIN 2015, ENTRE LA REPUBLIQUE DU RWANDA ET JERSEY, POUR EVITER LA DOUBLE TAXATION ET PREVENIR L'EVASION FISCALE EN MATIERE D'IMPOTS SUR LE REVENU

AGREEMENT BETWEEN
JERSEY AND
THE REPUBLIC OF RWANDA

FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME

Table of Contents

PREAMBLE....3
CHAPTER I: SCOPE OF THE AGREEMENT....4
Article 1: Persons Covered....4
Article 2: Taxes Covered....4
CHAPTER II: DEFINITIONS....4
Article 3: General Definitions....4
Article 4: Resident....5
Article 5: Permanent Establishment....6
CHAPTER II: TAXATION OF INCOME....8
Article 6: Income from Immovable Property....8
Article 7: Business Profits....8
Article 8: Shipping and Air Transport....9
Article 9: Associated Enterprises....9
Article 10: Dividends....10
Article 11: Interest....10
Article 12: Royalties....11
Article 13: Management or Professional Fees....12
Article 14: Capital Gains....13
Artilce 15: Income from Employment....13
Artilcle 16: Directors' Fees and Remuneration of Top-Level Managerial Officials....13
Article 17: Entertainers and Sportspersons....14
Artilcle 18: Pensions and Annuities....14
Article 19: Government Service....14
Artilcle 20: Students and Business Apprentices....15
Article 21: Other Income....15
CHAPTER III: METHODS FOR ELIMINATION OF DOUBLE TAXATION....15
Article 22: Elimination of Double Taxation....15
CHAPTER IV: SPECIAL PROVISIONS....16
Article 23: Non-Discrimination....16
Article 24: Mutual Agreement Procedure....16
Article 25: Exchange of Information....17
Article 26: Members of Diplomatic Missions and Consular Posts....18
CHAPTER V: FINAL PROVISIONS....18
Article 27: Entry into Force....18
Article 28: Termination....19

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PREAMBLE

Jersey and the Republic of Rwanda, desiring to conclude an agreement for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, have agreed as follows:

CHAPTER I

SCOPE OF THE AGREEMENT

Article 1
Persons Covered

This Agreement shall apply to persons who are residents of one or both of the Contracting Parties.

Article 2
Taxes Covered

1. This Agreement shall apply to taxes on income imposed on behalf of a Contracting Party or of its political subdivisions or local authorities, irrespective of the manner in which they are levied.

2. There shall be regarded as taxes on income all taxes imposed on total income or on elements of income, including taxes on gains from the alienation of movable or immovable property, as well as taxes on the total amounts of wages or salaries paid by enterprises.

3. The existing taxes to which the Agreement shall apply are in particular:

(a) In Jersey:

-- the income tax

(hereinafter referred to as "Jersey tax");

(b) in Rwanda:

(i) the personal income tax;

(ii) the corporate income tax;

(iii) the withholding taxes; and

(iv) the tax on rent of immovable properties

(hereinafter referred to as "Rwandan tax").

4. The Agreement shall apply also to any identical or substantially similar taxes that are imposed by either Contracting Party after the date of signature of the Agreement in addition to, or in place of, the existing taxes. The competent authorities of the Contracting Parties shall notify each other of any significant changes that have been made in their taxation laws.

CHAPTER II
DEFINITIONS

Article 3
General Definitions

1. For the purposes of this Agreement, unless the context otherwise requires:

(a) the term "Jersey" means the Bailiwick of Jersey, including its territorial sea;

(b) the term "Rwanda" means the Republic of Rwanda, and when used in a geographical sense, includes all the territory, lakes and any other area in the lakes and in the air within which Rwanda may exercise sovereign rights or jurisdiction in accordance with international law;

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(c) the term "a contracting Party" and "the other Contracting Party" mean Jersey or Rwanda as the context requires;

(d) the term "person" includes an individual, a company and any other body of persons;

(e) the term "company" means any body corporate or any entity that is treated as a body corporate for tax purposes;

(f) the term "enterprise" applies to the carrying on of any business;

(g) the terms "enterprise of a Contracting Party" and "enterprise of the other Contracting Party" mean respectively an enterprise carried on by a resident of a Contracting Party and an enterprise carried on by a resident of the other Contracting Party;

(h) the term "international traffic" means any transport by a ship or aircraft operated by an enterprise of a Contracting Party, except when the ship or aircraft is operated solely between places in the other Contracting Party;

(i) the term "competent authority" means:

(i) in Jersey, the Treasury and Resources Minister or his authorised representative, and

(ii) in Rwanda, the Minister responsible for Finance or his authorised representative;

(j) the term "national" means:

(i) in relation to Jersey, any individual resident in Jersey or any legal person, partnership or association deriving its status as such from the laws in force in Jersey, and;

(ii) in relation to Rwanda, any individual possessing the nationality or citizenship of Rwanda or any legal person, partnership or association deriving its status as such from the laws in force in a Contracting Party; and

(k) the term "business" includes the performance of professional services and of other activities of an independent character.

(l) the term "statutory body" or "public entity" means a body or entity, as the case may be, constituted by statute and performing only non-commercial functions which would otherwise be performed by the Government of a Contracting Party.

2. As regards the application of the Agreement at any time by a Contracting Party, any term not defined therein shall, unless the context otherwise requires, have the meaning that it has at that time under the law of that Party for the purposes of the taxes to which the Agreement applies, any meaning under the applicable tax laws of that Party prevailing over a meaning given to the term under other laws of that Party.

Article 4
Resident

1. For the purposes of this Agreement, the term "resident of a Contracting Party" means any person who, under the laws of that Party, is liable to tax therein by reason of that person's domicile, residence, place of management or any other criterion of a similar nature, and also includes that Party and any political subdivision, local authority or statutory body thereof.

2. Where by reason of the provisions of paragraph 1 of this Article an individual is a resident of both Contracting Parties, then that individual's status shall be determined as follows:

(a) the individual shall be deemed to be a resident only of the Party in which a permanent home is available to the individual; if a permanent home is available to the individual in both Parties, the individual shall be deemed to be a resident only of the Party with which the individual's personal and economic relations are closer (centre of vital interests);

(b) if the Party in which the centre of vital interests of the individual is situated cannot be determined, or if the individual has not a permanent home available to the individual in either Party, the individual shall be deemed to be a resident only of the Party in which the individual has an habitual abode;

(c) if the individual has an habitual abode in both Parties or in neither of them, the individual shall be deemed to be a resident only of the Party of which the individual is a national;

(d) in any other case, the competent authorities of the Contracting Parties shall settle the question by mutual agreement.

3. Where by reason of the provisions of paragraph 1 a person other than an individual is a resident of both Contracting States, the competent authorities of the Contracting States shall endeavour to determine by mutual agreement the Contracting State of which such person shall be deemed to be a resident for the purposes of the Convention, having regard to its place of effective management, the place where it is incorporated or otherwise constituted and any other relevant factors. In the absence of such agreement, such person shall not be entitled to any relief or exemption from tax provided by this Convention except to the extent and in such manner as may be agreed upon by the competent authorities of the Contracting States.

Article 5
Permanent Establishment

1. For the purposes of this Agreement, the term "permanent establishment" means a fixed place of business through which the business of an enterprise is wholly or partly carried on.

2. The term "permanent establishment" includes especially:

(a) a place of management;

(b) a branch;

(c) an office;

(d) a factory;

(e) a workshop;

(f) a warehouse in relation to a person providing storage facilities for others;

(g) a mine, an oil or gas well, a quarry or any other place of extraction of natural resources; and

(h) a farm, plantation or other place where agricultural, forestry plantation or related activities are carried on.

3. The term "permanent establishment" also encompasses:

(a) a building site, a construction, assembly or installation project or supervisory activities in connection therewith, but only if such site, project or activities last more than 6 months;

(b) the furnishing of services, including consultancy services, by an enterprise through employees or other personnel engaged by the enterprise for such purpose, but only if activities of that nature continue (for the same or a connected project) within a Contracting Party for a period or periods aggregating more than 183 days in any twelve-month period.

(c) for an individual, the performing of services in a Contracting State by that individual, but only

if the individual's stay in that State, for the purpose of performing those services, is for a period or periods aggregating more than 183 days within any twelve month period commencing or ending in the fiscal year concerned.

(d) an installation or structure used in the exploration for natural resources provided that the installation or structure continues for a period of not less than 90 days.

4. Notwithstanding the preceding provisions of this Article, the term "permanent establishment" shall be deemed not to include:

(a) the use of facilities solely for the purpose of storage, display or delivery of goods or merchandise belonging to the enterprise;

(b) the maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of storage, display or delivery;

(c) the maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of processing by another enterprise;

(d) the maintenance of a fixed place of business solely for the purpose of purchasing goods or merchandise or of collecting information, for the enterprise;

(e) the maintenance of a fixed place of business solely for the purpose of carrying on, for the enterprise, any other activity of a preparatory or auxiliary character;

(f) the maintenance of a fixed place of business solely for any combination of activities mentioned in subparagraphs (a) to (e), provided that the overall activity of the fixed place of business resulting from this combination is of a preparatory or auxiliary character.

5. Notwithstanding the provisions of paragraphs 1 and 2 of this Article, where a person - other than an agent of an independent status to whom paragraph 7 of this Article applies - is acting on behalf of an enterprise and has, and habitually exercises, in a Contracting Party an authority to conclude contracts in the name of the enterprise, that enterprise shall be deemed to have a permanent establishment in that Party in respect of any activities which that person undertakes for the enterprise, unless the activities of such person are limited to those mentioned in paragraph 4 of this Article which, if exercised through a fixed place of business, would not make this fixed place of business a permanent establishment under the provisions of that paragraph.

6. Notwithstanding the preceding paragraphs of this Article, an insurance enterprise of a Contracting Party shall, except in regard to re-insurance, be deemed to have a permanent establishment in the other Contracting Party if it collects premiums in the territory of that other Party or insures risks situated therein through a person other than an agent of an independent status to whom paragraph 7 of this Article applies.

7. An enterprise shall not be deemed to have a permanent establishment in a Contracting Party merely because it carries on business in that Party through a broker, general commission agent or any other agent of an independent status, provided that such persons are acting in the ordinary course of their business.

8. The fact that a company which is a resident of a Contracting Party controls or is controlled by a company which is a resident of the other Contracting Party, or which carries on business in that other Party (whether through a permanent establishment or otherwise), shall not of itself constitute either company a permanent establishment of the other.

CHAPTER III
TAXATION OF INCOME

Article 6
Income from Immovable Property

1. Income derived by a resident of a Contracting Party from immovable property (including income from agriculture or forestry) situated in the other Contracting Party may be taxed in that other Party.

2. The term "immovable property" shall have the meaning which it has under the law of the Contracting Party in which the property in question is situated. The term shall in any case include property accessory to immovable property, livestock and equipment used in agriculture and forestry, rights to which the provisions of general law respecting landed property apply, usufruct of immovable property and rights to variable or fixed payments as consideration for the working of, or the right to work, mineral deposits, sources and other natural resources; ships and aircraft shall not be regarded as immovable property.

3. The provisions of paragraph 1 of this Article shall apply to income derived from the direct use, letting, or use in any other form of immovable property.

4. The provisions of paragraphs 1 and 3 of this Article shall also apply to the income from immovable property of an enterprise.

Article 7
Business Profits

1. The profits of an enterprise of a Contracting Party shall be taxable only in that Party unless the enterprise carries on business in the other Contracting Party through a permanent establishment situated therein. If the enterprise carries on business as aforesaid, the profits of the enterprise may be taxed in the other Party but only so much of them as is attributable to

a) that permanent establishment.;

b) sales in that other state of goods or merchandise of the same or similar kind as those sold through that permanent establishment;

c) other business activities carried on in that other state of the same or similar kind as those affected through that permanent establishment.

2. Subject to the provisions of paragraph 3 of this Article, where an enterprise of a Contracting Party carries on business in the other Contracting Party through a permanent establishment situated therein, there shall in each Contracting Party be attributed to that permanent establishment the profits which it might be expected to make if it were a distinct and separate enterprise engaged in the same or similar activities under the same or similar conditions and dealing wholly independently with the enterprise of which it is a permanent establishment.

3. In determining the profits of a permanent establishment, there shall be allowed as deductions expenses which are incurred for the purposes of the business of the permanent establishment, including executive and general administrative expenses so incurred, whether in the Contracting State in which the permanent establishment is situated or elsewhere. However, no such deduction shall be allowed in respect of amounts, if any, paid (otherwise than towards reimbursement of actual expenses) by the permanent establishment to the head office of the enterprise or any of its other offices, by way of royalties, fees or other similar payments in return for the use of patents or other rights, or by way of commission, for specific services performed or for management, or, except in the case of a banking enterprise, by way of interest on moneys lent to the permanent establishment. Likewise, no account shall be taken, in the determination of the profits of a permanent establishment, for amounts charged (otherwise than towards reimbursement of actual expenses), by the permanent establishment to the head office of the enterprise or any of its other offices, by way of royalties, fees or other similar payments in return for the use of patents or other rights, or by way of

commission for specific services performed or for management, or, except in the case of a banking enterprise by way of interest on moneys lent to the head office of the enterprise or any of its other offices.

4. In so far as it has been customary in a Contracting State to determine the profits to be attributed to a permanent establishment on the basis of an apportionment of the total profits of the enterprise to its various parts, nothing in paragraph 2 shall preclude that Contracting State from determining the profits to be taxed by such an apportionment as may be customary. The method of apportionment adopted shall, however, be such that the result shall be in accordance with the principles contained in this Article.

5. No profits shall be attributed to a permanent establishment by reason of the mere purchase by that permanent establishment of goods or merchandise for the enterprise.

6. For the purposes of the preceding paragraphs of this Article, the profits to be attributed to the permanent establishment shall be determined by the same method year by year unless there is good and sufficient reason to the contrary.

7. Where profits include items of income which are dealt with separately in other Articles of this Agreement, then the provisions of those Articles shall not be affected by the provisions of this Article.

Article 8
Shipping and Air Transport

1. Profits derived by an enterprise of a Contracting Party from the operation of ships or aircraft in international traffic shall be taxable only in that Party.

2. The provisions of paragraph 1 of this Article shall also apply to profits from the participation in a pool, a joint business or an international operating agency.

3. For the purposes of this Article, profits from the operation of ships or aircraft in international traffic shall include:

(a) profits from the rental on a bareboat basis of ships or aircraft; and

(b) profits from the use, maintenance or rental of containers (including trailers and related equipment for the transport of containers), used for the transport of goods or merchandise.

where such rental or such use, maintenance or rental, as the case may be, is incidental to the operation of ships or aircraft in international traffic.

Article 9
Associated Enterprises

1. Where

(a) an enterprise of a Contracting Party participates directly or indirectly in the management, control or capital of an enterprise of the other Contracting Party, or

(b) the same persons participate directly or indirectly in the management, control or capital of an enterprise of a Contracting Party and an enterprise of the other Contracting Party,

and in either case conditions are made or imposed between the two enterprises in their commercial or financial relations which differ from those which would be made between independent enterprises, then any profits which would, but for those conditions, have accrued to one of the enterprises, but, by reason of those conditions, have not so accrued, may be included in the profits of that enterprise and taxed accordingly.

2. Where a Contracting Party includes in the profits of an enterprise of that Party - and taxes accordingly - profits on which an enterprise of the other Contracting Party has been charged to tax in

that other Party and the profits so included are profits which would have accrued to the enterprise of the first-mentioned Party if the conditions made between the two enterprises had been those which would have been made between independent enterprises, then that other Party shall make an appropriate adjustment to the amount of the tax charged therein on those profits. In determining such adjustment, due regard shall be had to the other provisions of this Agreement and the competent authorities of the Contracting Parties shall if necessary consult each other.

Article 10
Dividends

1. Dividends paid by a company which is a resident of a Contracting Party to a resident of the other Contracting Party may be taxed in that other Contracting Party.

2. However, such dividends may also be taxed in the Contracting Party of which the company paying the dividends is a resident and according to the laws of that Party, but if the beneficial owner of the dividends is a resident of the other Contracting Party, the tax so charged shall not exceed10 per cent of the gross amount of the dividends. The competent authorities of the Contracting Parties shall by mutual agreement settle the mode of application of this limitation. This paragraph shall not affect the taxation of the company in respect of the profits out of which the dividends are paid.

3. The term "dividends" as used in this Article means income from shares or other rights, not being debt-claims, participating in profits, as well as income from other corporate rights which is subjected to the same taxation treatment as income from shares by the laws of the Contracting Party of which the company making the distribution is a resident.

4. The provisions of paragraphs 1 and 2 of this Article shall not apply if the beneficial owner of the dividends, being a resident of a Contracting Party, carries on business in the other Contracting Party of which the company paying the dividends is a resident through a permanent establishment situated therein and the holding in respect of which the dividends are paid is effectively connected with such permanent establishment. In such case the provisions of Article 7 shall apply.

5. Where a company which is a resident of a Contracting Party derives profits or income from the other Contracting Party, that other Party may not impose any tax on the dividends paid by the company, except insofar as such dividends are paid to a resident of that other Party or insofar as the holding in respect of which the dividends are paid is effectively connected with a permanent establishment situated in that other Party, nor subject the company's undistributed profits to a tax on the company's undistributed profits, even if the dividends paid or the undistributed profits consist wholly or partly of profits or income arising in such other Party.

6. No relief shall be available under this Article if it was the main purpose or one of the main purposes of any person concerned with the creation or assignment of the shares or other rights in respect of which the dividend is paid to take advantage of this Article by means of that creation or assignment.

Article 11
Interest

1. Interest arising in a Contracting Party and paid to a resident of the other Contracting Party may be taxed in that other Contracting Party.

2. However, such interest may also be taxed in the Contracting Party in which it arises and according to the laws of that Contracting Party, but if the beneficial owner of the interest is a resident of the other Contracting Party, the tax so charged shall not exceed 10 per cent of the gross amount of the interest. The competent authorities of the Contracting Parties shall settle the mode of application of this limitation by mutual agreement.

3. Notwithstanding the provisions of paragraph 2 of this Article, interest arising in a Contracting Party and paid to the Government of the other Contracting Party shall be exempt from tax in the first-mentioned Party. For the purpose of this paragraph, the term "Government":

(a) In the case of Jersey, means the Government of Jersey and shall include:

(i) a statutory body; and

(ii) any institution wholly owned by the Government of Jersey.

(b) In the case of Rwanda, means the Government of Rwanda and shall include:

(i) any public entity exempt from corporate income tax under Rwandan tax laws; and

(ii) any institution wholly owned by the Government of Rwanda.

4. The term "interest" as used in this Article means income from debt-claims of every kind, whether or not secured by mortgage and whether or not carrying a right to participate in the debtor's profits, and in particular, income from government securities and income from bonds or debentures, including premiums and prizes attaching to such securities, bonds or debentures. Penalty charges for late payment shall not be regarded as interest for the purpose of this Article.

5. The provisions of paragraphs 1, 2 and 3 of this Article shall not apply if the beneficial owner of the interest, being a resident of a Contracting Party, carries on business in the other Contracting Party in which the interest arises through a permanent establishment situated therein and the debt-claim in respect of which the interest is paid is effectively connected with such permanent establishment. In such case the provisions of Article 7 shall apply.

6. Interest shall be deemed to arise in a Contracting Party when the payer is a resident of that Party. Where, however, the person paying the interest, whether that person is a resident of a Contracting Party or not, has in a Contracting Party a permanent establishment in connection with which the indebtedness on which the interest is paid was incurred, and such interest is borne by such permanent establishment, then such interest shall be deemed to arise in the Party in which the permanent establishment is situated.

7. Where, by reason of a special relationship between the payer and the beneficial owner or between both of them and some other person, the amount of the interest, having regard to the debt-claim for which it is paid, exceeds the amount which would have been agreed upon by the payer and the beneficial owner in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In such case, the excess part of the payments shall remain taxable according to the laws of each Contracting Party, due regard being had to the other provisions of this Agreement.

8. No relief shall be available under this Article if it was the main purpose or one of the main purposes of any person concerned with the creation or assignment of the debt claim in respect of which the interest is paid to take advantage of this Article by means of that creation or assignment.

Article 12
Royalties

1. Royalties arising in a Contracting Party and paid to a resident of the other Contracting Party may be taxed in that other Contracting Party.

2. However, such royalties may also be taxed in the Contracting Party in which they arise and according to the laws of that Party, but if the beneficial owner of the royalties is a resident of the other Contracting Party, the tax so charged shall not exceed 10per cent of the gross amount of the royalties.

3. The term "royalties" as used in this Article means payments of any kind received as a consideration for the use of, or the right to use, any copyright of literary, artistic or scientific work including cinematograph films, or films or tapes or discs used for radio or television broadcasting, any patent, trade mark, design or model, plan, secret formula or process, or for information concerning industrial, commercial or scientific experience.

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4. The provisions of paragraphs 1 and 2 of this Article shall not apply if the beneficial owner of the royalties, being a resident of a Contracting Party, carries on business in the other Contracting Party in which the royalties arise through a permanent establishment situated therein and the right or property in respect of which the royalties are paid is effectively connected with such permanent establishment. In such case, the provisions of Article 7 shall apply.

5. Royalties shall be deemed to arise in a Contracting Party when the payer is a resident of that Party. Where, however, the person paying the royalties, whether that person is a resident of a Contracting Party or not, has in a Contracting Party a permanent establishment in connection with which the liability to pay the royalties was incurred, and such royalties are borne by such permanent establishment, then such royalties shall be deemed to arise in the Party in which the permanent establishment is situated.

6. Where, by reason of a special relationship between the payer and the beneficial owner or between both of them and some other person, the amount of the royalties, having regard to the use, right or information for which they are paid, exceeds the amount which would have been agreed upon by the payer and the beneficial owner in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In such case, the excess part of the payments shall remain taxable according to the laws of each Contracting Party, due regard being had to the other provisions of this Agreement.

7. No relief shall be available under this Article if it was the main purpose or one of the main purposes of any person concerned with the creation or assignment of the rights in respect of which the royalties are paid to take advantage of this Article by means of that creation or assignment.

Article 13
Management or Professional Fees

1. Management or professional fees arising in a Contracting State and paid to a resident of the other Contracting State may be taxed in that other Contracting State.

2. However, such management or professional fees may also be taxed in the Contracting State in which they arise and according to the law of that State, but if the beneficial owner of the management or professional fees is a resident of the other Contracting State, the tax so charged shall not exceed 12 per cent of the gross amount of the management or professional fees.

3. The term "management or professional fees" as used in this Article means payments of any kind to any person, other than to an employee of the person making the payments, in consideration for any services of a technical, managerial, professional or consultancy nature not covered under any other Article of this Agreement.

4. The provisions of paragraphs 1 and 2 of this Article shall not apply if the beneficial owner of the management or professional fees, being a resident of a Contracting State, carries on business in the other Contracting State in which the management or professional fees arise through a permanent establishment situated therein and the management or professional fees are effectively connected with such permanent establishment. In such case the provisions of Article 7 shall apply.

5. Management or professional fees shall be deemed to arise in a Contracting State when the payer is a resident of that State. Where, however, the person paying the management or professional fees, whether that person is a resident of a Contracting State or not, has in a Contracting State a permanent establishment in connection with which the obligation to pay the management or professional fees was incurred, and such management or professional fees are borne by such permanent establishment, then such management or professional fees shall be deemed to arise in the State in which the permanent establishment is situated.

6. Where, by reason of a special relationship between the payer and the beneficial owner or between both of them and some other person, the amount of the management or professional fees paid exceeds the amount which would have been agreed upon by the payer and the beneficial owner in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In such case, the excess part of the payments shall remain taxable according to the laws of each Contracting State, due regard being had to the other provisions of this Agreement.

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Article 14
Capital Gains

1. Gains derived by a resident of a Contracting Party from the alienation of immovable property referred to in Article 6 and situated in the other Contracting Party may be taxed in that other Contracting Party.

2. Gains from the alienation of movable property forming part of the business property of a permanent establishment which an enterprise of a Contracting Party has in the other Contracting Party, including such gains from the alienation of such a permanent establishment (alone or with the whole enterprise), may be taxed in that other Contracting Party.

3. Gains derived by a resident of a Contracting Party from the alienation of ships or aircraft operated in international traffic or movable property pertaining to the operation of such ships or aircraft, shall be taxable only in that Party.

4. Gains from the alienation of any property, other than that referred to in the preceding paragraphs of this Article, shall be taxable only in the Contracting Party of which the alienator is a resident.

Article 15
Income from Employment

1. Subject to the provisions of Articles 16, 18 and 19, salaries, wages and other similar remuneration derived by a resident of a Contracting Party in respect of an employment shall be taxable only in that Party unless the employment is exercised in the other Contracting Party. If the employment is so exercised, such remuneration as is derived therefrom may be taxed in that other Party.

2. Notwithstanding the provisions of paragraph 1 of this Article, remuneration derived by a resident of a Contracting Party in respect of an employment exercised in the other Contracting Party shall be taxable only in the first-mentioned Party if:

(a) the recipient is present in the other Party for a period or periods not exceeding in the aggregate 183 days in any twelve-month period; and

(b) the remuneration is paid by, or on behalf of, an employer who is not a resident of the other Party; and

(c) the remuneration is not borne by a permanent establishment which the employer has in the other Party.

3. Notwithstanding the preceding provisions of this Article, remuneration derived in respect of an employment exercised aboard a ship or aircraft operated in international traffic by an enterprise of a Contracting Party shall be taxable only in that Party. However, if the remuneration is derived by a resident of the other Contracting Party, it may also be taxed in that other Party.

Article 16
Directors' Fees and Remuneration of Top-Level Managerial Officials

1. Directors' fees and other similar payments derived by a resident of a Contracting Party in that person's capacity as a member of the board of directors of a company which is a resident of the other Contracting Party may be taxed in that other Contracting Party.
2. Salaries, wages and other similar remuneration derived by a resident of a Contracting Party in the individuals capacity as an official in a top-level managerial position of a company which is a resident of the other Contracting Party may be taxed in that other Party.

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Article 17
Entertainers and Sportspersons

1. Notwithstanding the provisions of Articles 7 and 15, income derived by a resident of a Contracting Party as an entertainer, such as a theatre, motion picture, radio or television artiste, or a musician, or as a sportsperson, from that resident's personal activities as such exercised in the other Contracting Party, may be taxed in that other Contracting Party.

2. Where income in respect of personal activities exercised by an entertainer or a sportsperson acting as such accrues not to the entertainer or sportsperson, but to another person, that income may, notwithstanding the provisions of Articles 7 and 15, be taxed in the Contracting Party in which the activities of the entertainer or sportsperson are exercised.

3. The provisions of paragraphs 1 and 2 of this Article shall not apply to income derived from activities exercised in a Contracting Party by an artiste or a sportsperson if the visit to that Party is wholly or mainly supported by public funds of one or both of the Contracting Parties or political subdivisions, local authorities or statutory bodies thereof. In such case, the income shall be taxable only in the Contracting Party in which the artiste or the sportsperson is a resident.

Article 18
Pensions and Annuities

Subject to the provisions of paragraph 2 of Article 19 pensions and other similar remuneration including annuities arising in a Contracting Party shall be taxable only in the first-mentioned Party.

Article 19
Government Service

1.(a) Salaries, wages and other similar remuneration paid by a Contracting Party or a political subdivision, a local authority or a statutory body thereof to an individual in respect of services rendered to that Party or subdivision, authority or body shall be taxable only in that Party.

(b) However, such salaries, wages and other similar remuneration shall be taxable only in the other Contracting Party if the services are rendered in that Party and the individual is a resident of that Party who:

(i) is a national of that Party; or

(ii) did not become a resident of that Party solely for the purpose of rendering the services.

2.(a) Notwithstanding the provisions of paragraph 1 of this Article, pensions and other similar remuneration paid by, or out of funds created by, a Contracting Party or a political subdivision, a local authority or a statutory body thereof to an individual in respect of services rendered to that Party or subdivision, authority or body shall be taxable only in that Party.

(b) However, such pensions and other similar remuneration shall be taxable only in the other Contracting Party if the individual is a resident of, and a national of, that Party.

3. The provisions of Articles 15, 16, 17 and 18 shall apply to salaries, wages, pensions, other similar remuneration, and social security payments in respect of services rendered in connection with a business carried on by a Contracting Party or a political subdivision, a local authority or a statutory body thereof.

Article 20
Students and Business Apprentices

Payments which a student or business apprentice who is or was immediately before visiting a Contracting Party a resident of the other Contracting Party and who is present in the first-mentioned Party solely for the purpose of his education or training receives for the purpose of his maintenance, education or training shall not be taxed in that Party, provided that such payments arise from sources outside that Party.

Article 21
Other Income

1. Items of income of a resident of a Contracting Party, wherever arising, not dealt with in the foregoing Articles of this Agreement shall be taxable only in that Party.

2. The provisions of paragraph 1 of this Article shall not apply to income, other than income from immovable property as defined in paragraph 2 of Article 6, if the recipient of such income, being a resident of a Contracting Party, carries on business in the other Contracting Party through a permanent establishment situated therein and the right or property in respect of which the income is paid is effectively connected with such permanent establishment. In such case the provisions of Article 7 shall apply.

3. Notwithstanding the provisions of paragraphs 1 and 2 of this Article, items of income of a resident of a Contracting State not dealt with in the foregoing Articles of this Agreement and arising in the other Contracting State may also be taxed in that other Contracting State.

CHAPTER IV
METHODS FOR ELIMINATION OF DOUBLE TAXATION

Article 22
Elimination of Double Taxation

1. Double taxation shall be eliminated as follows:

(a) In Jersey:

(i) when imposing tax on its residents Jersey may include in the basis upon which such taxes are imposed the items of income, which, according to the provisions of this Agreement, may be taxed in Rwanda;

(ii) where a resident of Jersey derives income which, in accordance with the provisions of this Agreement, may be taxed in Rwanda, Jersey shall allow as a deduction from the tax on the income of that resident, an amount equal to the income tax paid in Rwanda. Such deduction in either case shall not, however, exceed that part of the income tax, as computed before the deduction is given, which is attributable to the income which may be taxed in Rwanda.

(b) In Rwanda:

Jersey tax paid by a resident of Rwanda in respect of income taxable in Jersey, in accordance with the provisions of this Agreement, shall be deducted from taxes due in accordance with Rwandan tax law. Such deduction shall not, however, exceed the tax payable in Rwanda that would otherwise be payable on the income taxable in Jersey.

2. Where in accordance with any provisions of the Agreement income derived by a resident of a Contracting State is exempt from tax in that State, such State may nevertheless, in calculating the amount of tax on the remaining income of such resident, take into account the exempted income.

3. For the purposes of paragraph 1, the terms "Rwanda tax paid" and "Jersey tax paid" shall be deemed to include the amount of tax which would have been paid in Rwanda or Jersey as the case

may be, but for an exemption or reduction granted in accordance with laws which establish schemes for the promotion of economic development in Rwanda or Jersey, as the case may be, such schemes having been mutually agreed by the competent authorities of the Contracting States as qualifying for the purposes of this paragraph.

CHAPTER V
SPECIAL PROVISIONS

Article 23
Non-Discrimination

1. Nationals of a Contracting Party shall not be subjected in the other Contracting Party to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which nationals of that other Party in the same circumstances, in particular with respect to residence, are or may be subjected.

2. The taxation on a permanent establishment which an enterprise of a Contracting Party has in the other Contracting Party shall not be less favourably levied in that other Contracting Party than the taxation levied on enterprises of that other Contracting Party carrying on the same activities. This provision shall not be construed as obliging a Contracting Party to grant to residents of the other Contracting Party any personal allowances, reliefs and reductions for taxation purposes on account of civil status or family responsibilities which it grants to its own residents.

3. Enterprises of a Contracting Party, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other Contracting Party, shall not be subjected in the first-mentioned Party to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which other similar enterprises of the first-mentioned Party are or may be subjected.

4. Where a Contracting Party grants tax incentives to its nationals designed to promote economic or social development in accordance with its national policy and criteria, it shall not be construed as discrimination under this Article.

5. The provisions of this Article shall apply to the taxes which are the subject of this Agreement.

Article 24
Mutual Agreement Procedure

1. Where a person considers that the actions of one or both of the Contracting Parties result or will result for that person in taxation not in accordance with the provisions of this Agreement, that person may, irrespective of the remedies provided by the domestic law of those Parties, present the case to the competent authority of the Contracting Party of which that person is a resident or, if the case comes under paragraph 1 of Article 23, to that of the Contracting Party of which that person is a national. The case must be presented within three years from the first notification of the action resulting in taxation not in accordance with the provisions of the Agreement.

2. The competent authority shall endeavour, if the objection appears to it to be justified and if it is not itself able to arrive at a satisfactory solution, to resolve the case by mutual agreement with the competent authority of the other Contracting Party, with a view to the avoidance of taxation which is not in accordance with the Agreement. Any agreement reached shall be implemented notwithstanding any time limits in the domestic law of the Contracting Parties.

3. The competent authorities of the Contracting Parties shall endeavour to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the Agreement. They may also consult together for the elimination of double taxation in cases not provided for in the Agreement.

4. The competent authorities of the Contracting Parties may communicate with each other directly for the purpose of reaching an agreement in the sense of the preceding paragraphs of this Article.

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5. Where,

(a) under paragraph 1, a person has presented a case to the competent authority of a Contracting State on the basis that the actions of one or both of the Contracting States have resulted for that person in taxation not in accordance with the provisions of this Agreement, and

(b) the competent authorities are unable to reach an agreement to resolve that case pursuant to paragraph 2 within three years from the presentation of the case to the competent authority of the other Contracting State,

any unresolved issues arising from the case shall be submitted to arbitration if either competent authority so requests. The person who has presented the case shall be notified of the request. These unresolved issues shall not, however, be submitted to arbitration if a decision on these issues has already been rendered by a court or administrative tribunal of either State. The arbitration decision shall be binding on both States and shall be implemented notwithstanding any time limits in the domestic laws of these States unless both competent authorities agree on a different solution within six months after the decision has been communicated to them or unless a person directly affected by the case does not accept the mutual agreement that implements the arbitration decision. The competent authorities of the Contracting States shall by mutual agreement settle the mode of application of this paragraph.

Article 25
Exchange of Information

1. The competent authorities of the Contracting Parties shall exchange such information as is foreseeably relevant for carrying out the provisions of this Agreement or to the administration or enforcement of the domestic laws concerning taxes of every kind and description imposed on behalf of the Contracting Parties, or of their political subdivisions or local authorities, insofar as the taxation thereunder is not contrary to the Agreement. The exchange of information is not restricted by Articles 1 and 2.

2. Any information received under paragraph 1 of this Article by a Contracting Party shall be treated as secret in the same manner as information obtained under the domestic laws of that Party and shall be disclosed only to persons or authorities (including courts and administrative bodies) concerned with the assessment or collection of, the enforcement or prosecution in respect of, the determination of appeals in relation to the taxes referred to in paragraph 1 of this Article, or the oversight of the above. Such persons or authorities shall use the information only for such purposes. They may disclose the information in public court proceedings or in judicial decisions. Notwithstanding the foregoing, information received by a Contracting State may be used for other purposes, when such information may be used for such other purposes under the laws of both States and the competent authority of the supplying Contracting Party authorizes such use.

3. In no case shall the provisions of paragraphs 1 and 2 of this Article be construed so as to impose on a Contracting Party the obligation:

(a) to carry out administrative measures at variance with the laws and administrative practice of that or of the other Contracting Party;

(b) to supply information which is not obtainable under the laws or in the normal course of the administration of that or of the other Contracting Party;

(c) to supply information which would disclose any trade, business, industrial, commercial or professional secret or trade process, or information the disclosure of which would be contrary to public policy (ordre public).

4. If information is requested by a Contracting Party in accordance with this Article, the other Contracting Party shall use its information gathering measures to obtain the requested information, even though that other Party may not need such information for its own tax purposes. The obligation

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contained in the preceding sentence is subject to the limitations of paragraph 3 of this Article but in no case shall such limitations be construed to permit a Contracting Party to decline to supply information solely because it has no domestic interest in such information.

5. In no case shall the provisions of paragraph 3 of this Article be construed to permit a Contracting Party to decline to supply information solely because the information is held by a bank, other financial institution, nominee or person acting in an agency or a fiduciary capacity or because it relates to ownership interests in a person.

Article 26
Members of Diplomatic Missions and Consular Posts

Nothing in this Agreement shall affect the fiscal privileges of members of diplomatic missions or consular posts under the general rules of international law or under the provisions of special agreements.

CHAPTER VI
FINAL PROVISIONS

Article 27
Entry into Force

1. Each of the Contracting Parties shall notify the other in writing of the completion of the procedures required by its law for the bringing into force of this Agreement.

2. The Agreement shall enter into force on the date of receipt of the later of these notifications and its provisions shall have effect:

(a) in Jersey:

(i) in respect of taxes withheld at source, on income derived on or after the first day of January next following the year in which the Agreement enters into force;

(ii) in respect of other taxes on income, for taxes chargeable for any fiscal year beginning on or after the first day of January next following the year in which the Agreement enters into force.

(b) in Rwanda:

(i) with regard to taxes withheld at source, in respect of amounts paid or credited on or after the first day of January of the calendar year next following the year in which the Agreement enters into force;

(ii) with regard to other taxes, in respect of taxable years beginning on or after the first day of January of the calendar year next following the year in which the Agreement enters into force; and

(iii) in respect of Article 25 (Exchange of Information), for requests made on or after the date of entry into force concerning information for taxes relating to taxable periods beginning on or after first day of January of the calendar year next following the year in which the Agreement enters into force; or where there is no taxable period, for all charges to tax arising on or after first day of January of the calendar year next following the year in which the Agreement enters into force.

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Article 28
Termination

This Agreement shall remain in force until terminated by a Contracting Party. Either Contracting Party may terminate the Agreement, in writing, by giving notice of termination not later than 30 June of any calendar year after the expiration of a period of five years from the date of its entry into force. In such event, the Agreement shall cease to have effect:

(a)

in Jersey:

(i) in respect of taxes withheld at source, on income derived on or after the first day of January next following the year in which the notice is given;

(ii) in respect of other taxes on income, for taxes chargeable for any taxation year beginning on or after the first day of January next following the year in which the notice is given.

(b) in Rwanda:

(i) with regard to taxes withheld at source, in respect of amounts paid or credited after the end of the calendar year in which the notice is given; and

(ii) with regard to other taxes, in respect of taxable years beginning after the end of the calendar year in which the notice is given.

(iii) in all other cases, including requests made under Article 25 (Exchange of Information), after the end of the calendar year in which the notice is given.

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Agreement.

DONE in duplicate at London on this 26th day of June 2015 in the English language.

Philip Bartlett

FOR THE GOVERNMENT OF JERSEY

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº003/01 ryo ku wa 04/05/2016 yemeza burundu Amasezerano yashyiriweho umukono i Londres mu Bwongereza ku wa 26 kamena 2015, hagati ya Repubulika y'u Rwanda na Jersey, yo kuvanaho gusoresha kabiri no gukumira forode y'imisoro ku byerekeye imisoro ku musaruro

Kigali, ku wa **04/05/2016**

(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

Seen to be annexed to the Presidential Order nº003/01 of 04/05/2016 ratifying the Agreement signed in London, United Kingdom on 26 June 2015, between the Republic of Rwanda and Jersey, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income

Kigali , on **04/05/2016**

(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:

Vu pour être annexé à l' l'Arrêté Présidentiel nº003/01 du 04/05/2016 portant ratification de l'Accord signé à Londres au Royaume-Uni, le 26 juin 2015, entre la République du Rwanda et Jersey, pour éviter la double taxation et prévenir l'évasion fiscale en matière d'impôts sur le revenu

Kigali, le **04/05/2016**

(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 Nº 004/01 RYO KU WA 04/05/2016 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KHARTOUM MURI SUDANI KU WA 24 UGUSHYINGO 2015, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ABARABU ITSURA AMAJYAMBERE MU BY'UBUKUNGU MURI AFURIKA (BADEA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA W'UMUHANDA NYAGATARE-RUKOMO-BYUMBA-BASE, LOT YA 1: NYAGATARE-RUKOMO

PRESIDENTIAL ORDER Nº004/01 OF 04/05/2016 RATIFYING THE LOAN AGREEMENT SIGNED IN KHARTOUM, SUDAN ON 24 NOVEMBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA (BADEA), RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR THE NYAGATARE-RUKOMO-BYUMBA-BASE ROAD PROJECT, LOT 1: NYAGATARE-RUKOMO

ARRETE PRESIDENTIEL N°004/01 DU 04/05/2016 PORTANT RATIFICATION DE L'ACCORD DE PRET SIGNE A KHARTOUM AU SOUDAN LE 24 NOVEMBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE ARABE POUR LE DEVELOPPEMENT ECONOMIQUE EN AFRIQUE (BADEA), RELATIF AU PRET DE QUINZE MILLIONS DE DOLLARS AMERICAINS (15.000.000 USD) POUR LE PROJET DE ROUTE NYAGATARE-RUKOMO-BYUMBA-BASE, LOT 1: NYAGATARE-RUKOMO

ISHAKIRO

Ingingo ya mbere : Kwemeza burundu

Ingingo ya 2 : Abashinzwe gushyira mu bikorwa iri teka

Ingingo ya3 : Igihe iteka ritangira gukurikizwa

TABLE OF CONTENTS

Article One : Ratification

Article 2 : Authorities responsible for the implementation of this Order

Article 3 : Commencement

TABLE DES MATIERES

Article premier : Ratification

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

Article 3 : Entrée en vigueur

ITEKA RYA PEREZIDA Nº004/01 RYO KU WA 04/05/2016 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KHARTOUM MURI SUDANI KU WA 24 UGUSHYINGO 2015, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ABARABU ITSURA AMAJYAMBERE MU BY'UBUKUNGU MURI AFURIKA (BADEA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA W'UMUHANDA NYAGATARE-RUKOMO-BYUMBA-BASE, LOT YA 1: NYAGATARE-RUKOMO

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko nº 007/2016 ryo ku wa 05/04/2016 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Khartoum muri Sudani ku wa 24 Ugushyingo 2015, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika

PRESIDENTIAL ORDER 004/01 OF 04/05/2016 RATIFYING THE LOAN AGREEMENT SIGNED IN KHARTOUM, SUDAN ON 24 NOVEMBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA (BADEA), RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR THE NYAGATARE-RUKOMO-BYUMBA-BASE ROAD PROJECT, LOT 1: NYAGATARE-RUKOMO

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n°007/2016 of . 05/04/2016 approving ratification of the Loan Agreement signed in Khartoum, Sudan on 24 November 2015, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa (BADEA), relating to the loan of fifteen million American dollars (USD 15,000,000)

ARRETE PRESIDENTIEL N°004/01 DU 04/05/2016 PORTANT RATIFICATION DE L'ACCORD DE PRET SIGNE A KHARTOUM AU SOUDAN LE 24 NOVEMBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE ARABE POUR LE DEVELOPPEMENT ECONOMIQUE EN AFRIQUE (BADEA), RELATIF AU PRET DE QUINZE MILLIONS DE DOLLARS AMERICAINS (15.000.000 USD) POUR LE PROJET DE ROUTE NYAGATARE-RUKOMO-BYUMBA-BASE, LOT 1: NYAGATARE-RUKOMO

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda du 2003, telle que révisée à ce jour, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n°007/2016 du 05/04/2016 approuvant ratification de l'Accord de Prêt signé à Khartoum, au Soudan le 24 novembre 2015, entre la République du Rwanda et la Banque Arabe pour le Développement Economique en Afrique (BADEA), relatif au prêt de quinze millions de dollars Américains

(BADEA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga w'umuhanda Nyagatare-Rukomo-Byumba-Base, Lot ya 1: Nyagatare-Rukomo;

for the Nyagatare-Rukomo-Byumba-Base road project, Lot 1: Nyagatare-Rukomo;

(15.000.000 USD) pour le projet de route Nyagatare-Rukomo-Byumba-Base, Lot 1: Nyagatare-Rukomo;

Tumaze kubona Amasezerano y'Inguzanyo yashyiriweho umukono i Khartoum muri Sudani ku wa 24 Ugushyingo 2015, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika (BADEA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga w'umuhanda Nyagatare-Rukomo-Byumba-Base, Lot ya 1: Nyagatare-Rukomo;

Considering the Loan Agreement signed in Khartoum, Sudan on 24 November 2015, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa (BADEA), relating to the loan of fifteen million American dollars (USD 15,000,000) for the Nyagatare-Rukomo-Byumba-Base road project, Lot 1: Nyagatare-Rukomo;

Considérant l'Accord de Prêt signé à Khartoum, au Soudan le 24 novembre 2015, entre la République du Rwanda et la Banque Arabe pour le Développement Economique en Afrique (BADEA), relatif au prêt de quinze millions de dollars Américains (15.000.000 USD) pour le projet de route Nyagatare-Rukomo-Byumba-Base, Lot 1: Nyagatare-Rukomo;

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 ku wa 19 Gashyantare 2016 imaze kubisuzuma no kubyemeza;

After consideration and adoption by the Cabinet, in its session of 19 February 2016;

Après examen et adoption par le Conseil des Ministres en sa séance du 19 février 2016;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND HEREBY ORDER:

AVONS ARRETE ET ARRETONS:

<u>Ingingo ya mbere</u> : Kwemeza burundu

<u>Article One</u> : **Ratification**

<u>Article premier</u> : Ratification

Amasezerano y'Inguzanyo yashyiriweho umukono i Khartoum muri Sudani ku wa 24 Ugushyingo 2015, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika (BADEA), yerekeranye n'inguzanyo ingana

The Loan Agreement signed in Khartoum, Sudan on 24 November 2015, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa (BADEA), relating to the loan of fifteen million American dollars (USD 15,000,000) for the Nyagatare-

L'Accord de Prêt signé à Khartoum, au Soudan le 24 novembre 2015, entre la République du Rwanda et la Banque Arabe pour le Développement Economique en Afrique (BADEA), relatif au prêt de quinze millions de dollars Américains (15.000.000

na miliyoni cumi n'eshanu z'amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga w'umuhanda Nyagatare-Rukomo-Byumba-Base, Lot ya 1: Nyagatare-Rukomo ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa mu ngingo zayo zose.

.

Ingingo ya 2 : Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Ibikorwa Remezo n'Umunyamabanga wa Leta Ushinzwe Gutwara Abantu n'Ibintu bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iteka titangira gukurikizwa

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

Kigali, ku wa **04/05/2016**

Rukomo-Byumba-Base road project, Lot 1: Nyagatare-Rukomo annexed to this Order 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 Economic Planning, the Minister of Foreign Affairs and Cooperation, the Minister of Infrastructure and the Minister of State in charge of Transport are entrusted with the implementation of this Order.

Article 3 : Commencement

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

Kigali, on **04/05/2016**

USD) pour le projet de route Nyagatare-Rukomo-Byumba-Base, Lot 1: Nyagatare-Rukomo annexé au présent arrêté 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 la Planification Economique, le Ministre des Affaires Etrangères et de la Coopération, le Ministre des Infrastructures et le Secrétaire d'Etat chargé du Transport 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 **04/05/2016**

(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

(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

(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

UMUGEREKA W'ITEKA RYA PEREZIDA Nº004/01 RYO KU WA 04/05/2016 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KHARTOUM MURI SUDANI KU WA 24 UGUSHYINGO 2015, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ABARABU ITSURA AMAJYAMBERE MU BY'UBUKUNGU MURI AFURIKA (BADEA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA W'UMUHANDA NYAGATARE-RUKOMO-BYUMBA-BASE, LOT YA 1: NYAGATARE-RUKOMO

ANNEX TO THE PRESIDENTIAL ORDER Nº004/01 OF 04/05/2016 RATIFYING THE LOAN AGREEMENT SIGNED IN KHARTOUM, SUDAN ON 24 NOVEMBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA (BADEA), RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR THE NYAGATARE-RUKOMO-BYUMBA-BASE ROAD PROJECT, LOT 1: NYAGATARE-RUKOMO

ANNEXE DE L'ARRETE PRESIDENTIEL N°004/01 DU 04/05/2016 PORTANT RATIFICATION DE L'ACCORD DE PRET SIGNE A KHARTOUM AU SOUDAN LE 24 NOVEMBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE ARABE POUR LE DEVELOPPEMENT ECONOMIQUE EN AFRIQUE (BADEA), RELATIF AU PRET DE QUINZE MILLIONS DE DOLLARS AMERICAINS (15.000.000 USD) POUR LE PROJET DE ROUTE NYAGATARE-RUKOMO-BYUMBA-BASE, LOT 1: NYAGATARE-RUKOMO

LOAN AGREEMENT

"NYAGATARE–RUKOMO-BYUMBA–BASE ROAD"
LOT 1: NYAGATARE–RUKOMO

BETWEEN

REPUBLIC OF RWANDA

AND

THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA

DATED 24 NOVEMBER 2015

ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA
BADEA

LOAN AGREEMENT

AGREEMENT dated 24 November 2015, between Republic of Rwanda (hereinafter called "The Borrower") and the Arab Bank for Economic Development in Africa (hereinafter called "BADEA").

WHEREAS:

(A) The Borrower has requested BADEA to assist in financing the Project described in Annex "II" to this Agreement;

(B) The Borrower has requested the OPEC Fund for International Development (hereinafter called "the OFID") to assist in financing the Project and the OFID has agreed to consider providing a loan in an amount equivalent to about fifteen million dollars ($ 15,000,000) for this purpose;

(C) The Borrower has requested the Kuwait Fund for Arab Economic Development (hereinafter called "the Kuwait Fund") to assist in financing the Project and the Kuwait Fund has agreed to consider providing a loan in an amount equivalent to about fifteen million dollars ($ 15,000,000) for this purpose;

(D) The Borrower has requested the Saudi Fund for Development (hereinafter called "the Saudi Fund") to assist in financing the Project and the Saudi Fund has agreed to consider providing a loan in an amount equivalent to about fifteen million dollars ($ 15,000, 000) for this purpose;

(E) The Borrower has requested Abu Dhabi Fund for Development (hereinafter called "Abu Dhabi Fund") to assist in financing the Project and Abu Dhabi Fund has agreed to consider providing a loan in an amount equivalent to about fifteen million dollars ($ 15, 000, 000) for this purpose;

(F) The Borrower has agreed to contribute an amount equivalent to about thirteen million five hundred thousand dollars ($ 13, 500,000) for this purpose;

(G) The purpose of BADEA is to boost the economic development of African Countries within the framework of solidarity and mutual interest and thus to strengthen the ties between African States and the Arab Nation;

(H) BADEA is convinced of the importance and usefulness of the said Project in developing the economy of the Borrower; and

(I) BADEA has agreed, in view of the foregoing, to grant the Borrower a Loan on the terms and conditions set forth in this Agreement;

NOW, therefore, the parties hereto agree as follows:

ARTICLE I
GENERAL CONDITIONS – DEFINITIONS

Section 1.01 The parties to this Agreement accept all the provisions of the attached General Conditions Applicable to Loan and Guarantee Agreements of BADEA, dated October 28, 1979, as amended up to the date of this Agreement (hereinafter called the "General Conditions") with the same force and effect as if they were fully set forth herein.

Section 1.02 Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings set forth and the following additional terms have the following meanings:

(A) "Agreement" means the Agreement related to the loan referred to in Preambles (B),(C), (D) and (E) to this Agreement;

(B) "Ministry" means the Ministry of Infrastructure of the Borrower responsible for the Project implementation and maintenance through RTDA;

(C) "RTDA" means Rwanda Transport Development Agency established by Act No. 2/2010 for establishing Rwanda Transport Development Agency, and who is going to be responsible for supervising the Project implementation.

ARTICLE II
THE LOAN

Section 2.01 BADEA agrees to lend to the Borrower the sum of fifteen million dollars ($15,000,000) on terms and conditions set forth or referred to in this Agreement.

Section 2.02 The amount of the Loan may be withdrawn from the Loan Account in accordance with the provisions of Annex "A" to this Agreement, or as such Annex may be amended from time to time by agreement between the Borrower and BADEA, for expenditures made (or if BADEA shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Loan.

Section 2.03 Except as BADEA shall otherwise agree, goods and services required to carry out the Project and financed out of the proceeds of the Loan shall be procured in accordance with the procedure specified in Annex "B" to this Agreement.

Section 2.04 The closing date shall be June 30, 2019 or any other later date approved by BADEA and promptly notified to the Borrower.

Section 2.05 The Borrower shall pay interest at the rate of one per cent (1%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

Section 2.06 Interest and other eventual charges shall be payable semi annually. The dates of payments will be fixed on the basis of the first day of the month following the first withdrawal from the Loan Account.

Section 2.07 The Borrower shall repay the principal of the Loan in forty (40) semi annual installments, as specified in Annex "I" to this Agreement, after a grace period of ten (10) years to be calculated from the first day of the month following the first withdrawal from the Loan Account.

ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA
BADEA

ARTICLE III
EXECUTION OF THE PROJECT

Section 3.01 The Borrower shall cause RTDA to carry out the Project, with due diligence and efficiency and in conformity with appropriate financial, administrative and technical practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for this purpose.

Section 3.02 The Borrower shall make available to RTDA through the Ministry the proceeds of the Loan, to be applied solely for the execution of the Project, on terms and conditions which shall at all times be satisfactory to BADEA and shall cause RTDA to comply with all the obligations and conditions which the Borrower undertakes by virtue of the provisions of this Agreement.

Section 3.03 The Borrower shall cause RTDA to establish within RTDA a separate Project Implementation Unit (PIU) which shall be composed of (i) Project Coordinator (PC) who shall be a civil engineer with adequate experience in the execution and follow up of road projects and management of its implementation contracts (ii) two roads projects engineers to assist the PC (iii) an accountant (iv) two technicians in roads works (v) a secretary (vi) two drivers.

Section 3.04 In order to assist the Borrower in the day-to day supervision of execution of the Project, the Borrower shall cause RTDA to employ consultants, whose terms of reference and conditions of employment shall be acceptable to BADEA.

Section 3.05 The Borrower shall submit, or cause RTDA to submit, to BADEA for approval the draft programme of implementation of the Project and any material modifications subsequently made therein, in such detail as BADEA shall reasonably request.

Section 3.06 (a) In addition to the Loan proceeds and the proceeds of the loans referred to in the Agreement, the Borrower shall make available, or cause to be made available, promptly as needed, all other funds which shall be required for carrying out the Project (including any funds that may be required to meet any increase in cost beyond the estimated cost of the Project at the time of signing this Agreement), all such funds are to be made available on terms and conditions satisfactory to BADEA.

(b) The Borrower shall make adequate annual budgetary allocations to meet its share of the Project's cost as stated in Preamble (F) to this Agreement, according to the scheduled time for execution, and shall submit to BADEA evidence to that effect.

Section 3.07 The Borrower shall (1) maintain, or cause RTDA to maintain adequate records to identify the goods financed out of the proceeds of the Loan, to disclose the use thereof in the execution of the Project, to record the progress of the execution of the Project and the cost thereof and to reflect in accordance with consistently maintained sound accounting practices the operations, resources and expenditures, in respect of the Project, (2) afford, or cause RTDA to afford, all reasonable opportunities for accredited representatives of BADEA to make visits for purposes related to the Loan, and to inspect the Project, the goods and any relevant records and documents; and (3) furnish to BADEA, or cause RTDA to furnish, all such information as BADEA shall reasonably request concerning the expenditures out of the proceeds of the Loan, the Project, its cost and the goods financed out of such proceeds.

Section 3.08 The Borrower shall insure, or cause RTDA to insure, with reputable insurers all imported goods financed out of the proceeds of the Loan against hazards incidental to the acquisition, transportation and delivery thereof to the place of use or installation. This insurance shall be for such amounts, as shall be consistent with sound commercial practices. For such insurance, any indemnity shall be payable in a currency freely usable by the Borrower to replace or repair such goods.

Section 3.09 (a) The Borrower shall furnish, or cause RTDA to furnish, to BADEA quarterly reports, not later than 30 days after the end of every quarter of each calendar year, of such scope and in such detail as BADEA shall request on the progress of the execution of the Project,

(b) Within six months following the date of completion of the Project, the Borrower shall prepare and furnish, or cause RTDA to prepare and furnish, to BADEA a report, of such scope and in such detail as BADEA shall request, on the execution and initial operation of the Project, its cost and the benefits derived and to be derived from it, and on the accomplishment of the purposes of the Loan.

BANK FOR ECONOMIC DEVELOPMENT IN AFRICA
BADEA

ARTICLE IV
PARTICULAR COVENANTS

Section 4.01 The Borrower shall cause RTDA, in respect of the Project to (i) keep separate accounts for the Project, (ii) have these separate accounts for each fiscal year audited, in accordance with sound auditing principles consistently applied, by independent auditors acceptable to BADEA, (iii) furnish to BADEA, as soon as available but in any case not later than six months after the end of each such year, (A) certified copies of its financial statements for such year as so audited and (B) the report of such audit by said auditors, of such scope and in such detail as BADEA shall have, reasonably, requested, and (iv) furnish to BADEA such other information concerning the accounts and financial statements of the Borrower or RTDA (as the case may be) and the audit thereof as BADEA shall from time to time reasonably request.

Section 4.02 The Borrower shall take out and maintain, or cause RTDA to take out and maintain, with reputable insurers, insurance against such risks relating to the Project in such amounts as shall be consistent with sound commercial practices.

Section 4.03 The Borrower shall take all necessary steps that secure that the measures and axle loads of the vehicles using the road under the Project are suitable for the engineering specification of this road. A system should be set for the continuous monitoring of axle loads and for applying the special rules related to that matter.

Section 4.04 The Borrower undertakes to oblige RTDA to continue training for its personnel in the aspect of execution, management and maintenance of roads.

Section 4.05 The Borrower undertakes to take the necessary measures that secure carrying the required procedures for compensation for owners of land, constructions and farms which are going to be removed from the constructed road passage.

Section 4.06 The Borrower undertakes that RTDA will continue maintaining the road constructed under the Project and its constructions, and will make available the funds required for that purpose;

Section 4.07 The Borrower undertakes to manage the negative environmental effects during the project implementation period, and that the executing contractor contract will include a clause covering the required steps for that matter;

Section 4.08 The Borrower shall cause RTDA at all times to manage its affairs, plan its future expansion, carry on its operations, operate and maintain its equipment and property and promptly make all necessary repairs thereof, in accordance with sound administrative, financial and engineering practices under the supervision of an experienced and competent management assisted by competent staff in adequate numbers.

Section 4.09 The Borrower shall inform BADEA of any proposed material action which would affect the nature or the management or structure of RTDA and shall afford BADEA all reasonable opportunity, in advance of taking such action, to exchange views with the Borrower with respect thereto.

ARTICLE V
SUSPENSION AND ACCELERATION OF MATURITY

Section 5.01 For the purposes of Section (8.02) of the General Conditions the following two additional events are specified pursuant to paragraph (i) (g) thereof:

(a) A material change shall have been made in the nature of RTDA or its management or the Act establishing it, which is likely to have a substantial adverse effect on its ability to carry out the Project or operate the facilities included therein;

(b) The Borrower, or another authority having jurisdiction, shall have taken any action for the winding-up of RTDA or for the suspension of its operations;

(c) (i) Subject to sub-paragraph (ii) of this paragraph:

(A) the right of the Borrower or RTDA to withdraw the proceeds of any loan or grant made to the Borrower or RTDA for financing the Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing thereof, or

(B) any such loan shall have become due and payable prior to the agreed maturity thereof;

(ii) Sub-paragraphs (c) (i) (A) & (B) of this Section (5.01) shall not apply if the Borrower establishes to the satisfaction of BADEA that (a) such suspension, cancellation, termination or prematuring is not caused by the failure of the Borrower or RTDA to perform any of its obligations under such agreement, and (B) adequate funds for the Project are available to the Borrower or RTDA from other sources on terms and conditions consistent with the obligations of the Borrower under this Agreement.

Section 5.02 For the purposes of Section (9.01) of the General Conditions, the following two additional events are specified pursuant to paragraph (g) thereof:

(a) The events specified in paragraphs (a) and (b) of Section (5.01) of this Agreement shall occur and shall continue for a period of 60 days after notice hereof shall have been given by BADEA to the Borrower;

(b) Subject to sub-paragraph (ii) of paragraph (c) of Section (5.01) of this Agreement , the event specified in Paragraph (c-i-B) of the said section shall occur.

ARTICLE VI
EFFECTIVE DATE - TERMINATION

Section 6.01 The following conditions are specified as additional conditions to the effectiveness of the Loan Agreement within the meaning of Section (12.01) (b) of the General Conditions:

- Evidence shall have been provided to BADEA that each of the OFID, Kuwait Fund, Saudi Fund and Abu Dhabi Fund has confirmed its consent to contribute in financing the Project.
- Evidence shall have been provided to BADEA that the PIU has been established in accordance with the provisions of section (3.03) of this Agreement.

Section 6.02 This Loan Agreement shall come into force and effect on the date upon which BADEA dispatches by fax or e-mail to the Borrower notice of its acceptance of the evidence required by section (12.01) of the General Conditions.

Section 6.03 The date March 31, 2016 is hereby specified for the purposes of Section (12.04) of the General Conditions.

ARTICLE VII
REPRESENTATIVES OF THE BORROWER - ADDRESSES

Section 7.01 The Minister of Finance and Economic Planning is designated as the representative of the Borrower for the purpose of Section (11.03) of the General Conditions.

Section 7.02 The following addresses are specified for the purposes of Section (11.01) of the General Conditions:

For the Borrower:

Ministry of Finance and Economic Planning,
P.O. Box 158, Kigali
Republic of Rwanda
Tel.: + 250 252 575756
Fax : +250 252 577581
E-mail: mfin@minecofin.gov.rw

For BADEA:

The Arab Bank for Economic Development in Africa (BADEA)
P. O. BOX 2640
Post Code (11111), Khartoum
Republic of Sudan
Tel.: (249-183) 773709 / 773646
Fax: (249-183) 770600 / 770498
E-mail: badea@badea.org

ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA
BADEA

IN WITNESS whereof, the parties hereto acting through their Representatives thereto duly authorized, have caused this Agreement to be signed in their respective names in Khartoum as of the day and year first above written.

This Agreement is drawn in Arabic and English. The English text conforms with the Arabic text. The Arabic text is the authentic text.

Republic of Rwanda

By ----------

Authorized representative

SHYAKA KAJUGIRO Ismail
Chargé d'Affaires of Rwanda
in Khartoum

The Arab Bank for Economic Development in Africa

ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA
BADEA

By ----------

Dr. Sidi Ould Tah
Director General

ANNEX " I "
AMORTIZATION SCHEDULE
"NYAGATARE – RUKOMO -BYUMBA - BASE" ROAD PROJECT
LOT 1: NYAGATARE – RUKOMO
- REPUBLIC OF RWANDA-

INSTALLMENTS	PAYMENT OF PRINCIPAL (EXPRESSED IN U.S. $)
1.	340,000
2.	341,000
3.	343,000
4.	345,000
5.	347,000
6.	348,000
7.	350,000
8.	352,000
9.	354,000
10.	355,000
11.	357,000
12.	359,000
13.	361,000
14.	362,000
15.	364,000
16.	366,000
17.	368,000
18.	370,000
19.	372,000
20.	373,000
21.	375,000
22.	377,000
23.	379,000
24.	381,000
25.	383,000
26.	385,000
27.	387,000
28.	389,000
29.	391,000
30.	393,000
31.	395,000
32.	396,000
33.	398,000
34.	400,000
35.	402,000
36.	404,000
37.	406,000
38.	409,000
39.	411,000
40.	412,000

ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA
BADEA

ANNEX "II"
PROJECT DESCRIPTION

The project is located in the central-eastern region of the country near to the capital "Kigali", which includes the districts of " Nyagatare", "Gatisbo", and "Rulindo".

The "Nyagatare - Rukomo" is an existing earth road of 73.3 kms length and a corridor width of 6-8 meters that is located inside a corridor designed in a consistent manner with the surrounding terrain. The road surface condition is bad road in most sections, where eroded layer due to the heavy rains and as a result of lack of maintenance and appropriate drainage of the rainwater and inefficient drainage facilities in most of the road sections.

It is the first part of the whole "Nyagatare -Byumba-Base" road of total length of about 124.8 kms. It starts from the outskirts of "Nyagatare" city (162 kms from the capital city "Kigali") for a distance of 33 kms of tendency of flat to rolling gradients, and then extends towards the south-west direction of steep mountainous area, passing by some important administrative and commercial cities until ends at "Rukomo" city (50 kms from the capital city "Kigali").

The Project is comprised of the following components: -

(a) **Civil Works and Ancillaries:** for the upgrading of the road to a full pavement of a length of about 73.3 kms, 7.0 meters width of carriageway (with addition parking lane inside the towns) and 1.5 meters shoulder from both sides (to be changed to 2.0 meters side walk inside the towns), as well as improvement of the horizontal and vertical design criteria of the road alignment to suit a design speed of 60-80 km/hr (to be reduced to 40 km/hr at villages and cities), in addition to the construction of drainage structures and safety measures, including the following:

- **Site Preparation:** including site preparation, the management, technical, residential buildings and equipments' maintenance warehouse for the contractor, including and provision of ground water wells.

ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA
BADEA

- **Preparatory Works:** including site cleaning, removal of existing concrete and stone curbs, and removal of the existing traffic signs and protection walls.

- **Earthworks:** including filling, cutting, and borrow materials, as well as opening of needed corridors for traffic detour with the provision of the necessary safety measures.

- **Construction** of 25 cms of base course of graded gravel and 25 cms of sub-base course of improved gravel.

- **Pavement Works:** for covering the whole road length with 6 cms pavement layer on the carriageway and the shoulders for the whole road length with double surface dressing layer.

- **Drainage Works:** including construction of around 80 pipe and box culverts, side ditches on the road sides and inside cities, and road embankment protection.

- **Structures:** including the construction of 2-bridges at distances 45 kms and 55 kms from "Nyagatare" and with 20 ms spans.

- **Ancillary Works:** including road side protection, road signs, pavement marking, and environmental mitigations measures.

(b) **Consultancy Services:** for the preparation of the final design and tender documents, as well as the supervision of execution of the civil works.

* * * * * * * * * * * * * * * * *

The physical execution of the project is expected to commence by January 2017, for a period of 24 months, and be completed by January 2019.

ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA
BADEA

ANNEX "A"
GOODS SERVICES TO BE FINANCED AND ALLOCATION OF PROCEEDS OF BADEA LOAN

1. The following table shows the goods and services to be financed out of the proceeds of the loan amount allocated to each category:

Category	Amount Allocated (Expressed in US $)	% of Expenditure of Total Cost to be Financed
[1] Civil Engineering Works & Ancillaries	11 234 000	15.33%
[2] Consultancy Services	1 835 000	50%
[3] Unallocated	1 931 000	
TOTAL	**15 000 000**	

2. Unless otherwise agreed by BADEA, the financed percentage of the above-mentioned categories shall not exceed the percentage shown opposite each of these categories.

3. BADEA may, by notice to the Borrower (i) reallocate any amount from category [3] (Unallocated) to any other of the categories [1] to [2] to the extent that such amount is required to meet expenditures under such other category; and (ii) reallocate any amount from any of the categories [1] to [2] to any of the categories [1] to [2] to the extent that such amount is no longer required to meet expenditures under such category but is required to meet expenditures under that other category.

ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA
BADEA

ANNEX "B"
PROCUREMENT OF GOODS AND SERVICES

A) Unless otherwise agreed by BADEA, procurement of goods and services shall be carried out as follows:

Civil works and ancillaries: will be procured through an international competitive bidding (ICB), and post-qualification process. A margin of preference of 7.5% shall be granted to the contractors of the Arab, African, and Arab/African countries, in accordance with the procedures of BADEA, and in coordination with Kuwait Fund, OFID, Saudi Fund, Abu Dhabi Fund, and the Borrower.

Consultancy Services: will be concluded through a competitive bidding restricted to a short-list of Arab, African or Arab/African associated firms, in accordance with BADEA's procedures, and in coordination with Saudi Fund and the Borrower.

B) The Borrower shall submit for BADEA's prior approval all proposed contracts and orders for items to be procured out of the proceeds of the Loan.

C) The Borrower shall furnish to BADEA with copies of the bidding documents and shall make such modifications in the said documents as may be requested by BADEA, for BADEA's review and approval. After receipt and evaluation of the bids, a detailed report on the evaluation and comparison of the bids received, together with the recommendation for award, shall be presented to BADEA for approval.

ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA
BADEA

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n°004/01 ryo ku wa 04/05/2016 ryemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i khartoum muri sudani ku wa 24 ugushyingo 2015, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika (BADEA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'amadolari y'Abanyamerika (15.000.000 usd) agenewe umushinga w'umuhanda Nyagatare-Rukomo-Byumba-Base, lot ya 1: Nyagatare-Rukomo

Kigali, ku wa **04/05/2016**

(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

Seen to be annexed to the Presidential Order nº004/01 of 04/05/2016 ratifying the Loan Agreement signed in Khartoum, Sudan on 24 November 2015, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa (BADEA), relating to the loan of fifteen million American dollars (USD 15,000,000) for the Nyagatare-Rukomo-Byumba-Base road project, lot 1: Nyagatare-Rukomo

Kigali , on **04/05/2016**

(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:

Vu pour être annexé à l' l'Arrêté Présidentiel n°004/01 du 04/05/2016 portant ratification de l'Accord de Prêt signe à Khartoum au soudan le 24 novembre 2015, entre la République du Rwanda et la banque arabe pour le développement économique en Afrique (BADEA), relatif au prêt de quinze millions de dollars Americains (15.000.000 USD) pour le projet de route Nyagatare-Rukomo-Byumba-Base, lot 1: Nyagatare-Rukomo

Kigali, le **04/05/2016**

(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 Nº 006/01 RYO KU WA 04/05/2016 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO Nº 11/649 YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 UKUBOZA 2015, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA SAUDI-ARABIYA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU N'ESHESHATU N'IBIHUMBI MAGANA ABIRI NA MIRONGO ITANU Z'AMARIYALI YA SAUDI-ARABIYA (56.250.000 SAR) AGENEWE UMUSHINGA WO KUBAKA UMUHANDA NYAGATARE-BYUMBA-BASE

PRESIDENTIAL ORDER Nº006/01 OF 04/05/2016 RATIFYING THE LOAN AGREEMENT Nº 11/649 SIGNED IN KIGALI, RWANDA ON 29 DECEMBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE SAUDI FUND FOR DEVELOPMENT, RELATING TO THE LOAN OF FIFTY SIX MILLION TWO HUNDRED FIFTY THOUSAND SAUDI RIYALS (SAR 56,250,000) FOR THE CONSTRUCTION OF NYAGATARE-BYUMBA-BASE ROAD PROJECT

ARRETE PRESIDENTIEL N°006/01 DU 04/05/2016 PORTANT RATIFICATION DE L'ACCORD DE PRÊT Nº 11/649 SIGNE A KIGALI AU RWANDA LE 29 DECEMBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS SAOUDIEN POUR LE DEVELOPPEMENT, RELATIF AU PRET DE CINQUANTE-SIX MILLIONS DEUX CENT CINQUANTE MILLE RIYALS SAOUDIENS (56.250.000 SAR) POUR LE PROJET DE CONSTRUCTION DE LA ROUTE NYAGATARE-BYUMBA-BASE

ISHAKIRO

Ingingo ya mbere : Kwemeza burundu

Ingingo ya 2 : Abashinzwe gushyira mu bikorwa iri teka

Ingingo ya 3 : Igihe iteka ritangira gukurikizwa

TABLE OF CONTENTS

Article One : Ratification

Article 2 : Authorities responsible for the implementation of this Order

Article 3 : Commencement

TABLE DES MATIERES

Article premier : Ratification

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

Article 3 : Entrée en vigueur

ITEKA RYA PEREZIDA Nº006/01 RYO KU WA 04/05/2016 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO Nº11/649 YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 UKUBOZA 2015, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA ARABIYA SAWUDITE GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU N'ESHESHATU N'IBIHUMBI MAGANA ABIRI NA MIRONGO ITANU Z'AMARIYALI YA ARABIYA SAWUDITE (56.250.000) AGENEWE UMUSHINGA WO KUBAKA UMUHANDA NYAGATARE-BYUMBA-BASE

PRESIDENTIAL ORDER Nº006/01 OF 04/05/2016 RATIFYING THE LOAN AGREEMENT Nº11/649 SIGNED IN KIGALI, RWANDA ON 29 DECEMBER 2015 , BETWEEN THE REPUBLIC OF RWANDA AND THE SAUDI FUND FOR DEVELOPMENT, RELATING TO THE LOAN OF FIFTY SIX MILLION TWO HUNDRED FIFTY THOUSAND SAUDI RIYALS (56,250,000) FOR THE CONSTRUCTION OF NYAGATARE-BYUMBA-BASE ROAD PROJECT

ARRETE PRESIDENTIEL N°006/01 DU 04/05/2016 PORTANT RATIFICATION DE L'ACCORD DE PRÊT Nº11/649 SIGNE A KIGALI AU RWANDA LE 29 DECEMBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS SAOUDIEN POUR LE DEVELOPPEMENT, RELATIF AU PRET DE CINQUANTE-SIX MILLIONS DEUX-CENT-CINQUANTE MILLE RIYALS SAOUDIENS (56.250.000) DESTINES AU PROJET DE CONSTRUCTION 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;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003, ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168, n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles, 112, 120, 122, 167, 168 and 176;

Vu la Constitution de la République du Rwanda du 2003 révisée en 2015, spécialement en ses articles, 112, 120, 122, 167, 168 et 176;

Dushingiye ku Itegeko nº 009/2016 ryo kuwa 05/04/2016 ryemera kwemeza burundu Amasezerano y'Inguzanyo nº11/649 yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Saudi-Arabiya

Pursuant to Law n° 009/2016 of 05/04/2016 approving ratification of the Loan Agreement nº11/649 signed in Kigali, Rwanda on 29 December 2015, between the Republic of Rwanda and the Saudi Fund for Development, relating to the loan of fifty six million two

Vu la Loi n°009/2016 du 05/04/2016 approuvant ratification de l'Accord de Prêt nº11/649 signé à Kigali au Rwanda le 29 décembre 2015, entre la République du Rwanda et le Fonds Saoudien pour le Développement, relatif au prêt de cinquante-

Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana abiri na mirongo itanu z'amariyali ya Saudi-Arabiya (56.250.000 SAR) agenewe umushinga wo kubaka umuhanda Nyagatare-Byumba-Base;

hundred fifty thousand Saudi Riyals (SAR 56,250,000) for the construction of Nyagatare-Byumba-Base road project;

six millions deux cent cinquante mille Riyals saoudiens (56.250.000 SAR) pour le projet de construction de la route Nyagatare-Byumba-Base;

Tumaze kubona Amasezerano y'Inguzanyo nº11/649 yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Saudi-Arabiya Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana abiri na mirongo itanu z'amariyali ya Saudi-Arabiya (56.250.000 SAR) agenewe umushinga wo kubaka umuhanda Nyagatare-Byumba-Base;

Considering Loan Agreement nº 11/649 signed in Kigali, Rwanda on 29 December 2015, between the Republic of Rwanda and the Saudi Fund for Development, relating to the loan of fifty six million two hundred fifty thousand Saudi Riyals (SAR 56,250,000) for the construction of Nyagatare-Byumba-Base road project;

Considérant l'Accord de Prêt nº 11/649 signé à Kigali au Rwanda le 29 décembre 2015, entre la République du Rwanda et le Fonds Saoudien pour le Développement, relatif au prêt de cinquante-six millions deux cent cinquante mille Riyals saoudiens (56.250.000 SAR) 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 ku wa 19 Gashyantare 2016 imaze kubisuzuma no kubyemeza;

After consideration and adoption by the Cabinet, in its session of 19 February 2016;

Après examen et adoption par le Conseil des Ministres en sa séance du 19 février 2016;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND HEREBY ORDER:

AVONS ARRETE ET ARRETONS:

<u>Ingingo ya mbere</u> : Kwemeza burundu

<u>Article One</u> : **Ratification**

<u>Article premier</u> : Ratification

Amasezerano y'Inguzanyo nº11/649 yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Saudi-Arabiya Gitsura Amajyambere, yerekeranye

Loan Agreement nº 11/649 signed in Kigali, Rwanda on 29 December 2015, between the Republic of Rwanda and the Saudi Fund for Development, relating to the loan of fifty six million two hundred fifty thousand Saudi

L'Accord de Prêt nº 11/649 signé à Kigali au Rwanda le 29 décembre 2015, entre la République du Rwanda et le Fonds Saoudien pour le Développement, relatif au prêt de cinquante-six millions deux cent cinquante

n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana abiri na mirongo itanu z'amariyali ya Saudi-Arabiya (56.250.000 SAR) agenewe umushinga wo kubaka umuhanda Nyagatare-Byumba-Base ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa mu ngingo zayo zose.

Riyals (SAR 56,250,000) for the construction of Nyagatare-Byumba-Base road project annexed to this Order is hereby ratified and becomes fully effective.

mille Riyals saoudiens (56.250.000 SAR) pour le projet de construction de la route Nyagatare-Byumba-Base annexé au présent arrêté est ratifié et sort son plein et entier effet.

Ingingo ya 2 : Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Ibikorwa Remezo n'Umunyamabanga wa Leta Ushinzwe Gutwara Abantu n'Ibintu bashinzwe gushyira mu bikorwa iri teka.

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 and the Minister of State in charge of Transport are entrusted with the implementation of this Order.

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 et le Secrétaire d'Etat chargé du Transport sont chargés de l'exécution du présent arrêté.

Ingingo ya 3 : Igihe iteka ritangira gukurikizwa

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

Kigali, ku wa **04/05/2016**

Article 3 : Commencement

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

Kigali, on **04/05/2016**

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 **04/05/2016**

(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

(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

(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

UMUGEREKA W' ITEKA RYA PEREZIDA Nº006/01 RYO KU WA 04/05/2016 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO Nº 11/649 YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 UKUBOZA 2015, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA SAUDI-ARABIYA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU N'ESHESHATU N'IBIHUMBI MAGANA ABIRI NA MIRONGO ITANU Z'AMARIYALI YA SAUDI-ARABIYA (56.250.000 SAR) AGENEWE UMUSHINGA WO KUBAKA UMUHANDA NYAGATARE-BYUMBA-BASE

ANNEX TO THE PRESIDENTIAL ORDER Nº006/01 OF 04/05/2016 RATIFYING THE LOAN AGREEMENT Nº 11/649 SIGNED IN KIGALI, RWANDA ON 29 DECEMBER 2015, BETWEEN THE REPUBLIC OF RWANDA AND THE SAUDI FUND FOR DEVELOPMENT, RELATING TO THE LOAN OF FIFTY SIX MILLION TWO HUNDRED FIFTY THOUSAND SAUDI RIYALS (SAR 56,250,000) FOR THE CONSTRUCTION OF NYAGATARE-BYUMBA-BASE ROAD PROJECT

ANNEXE DE L'ARRETE PRESIDENTIEL N°006/01 DU 04/05/2016 PORTANT RATIFICATION DE L'ACCORD DE PRÊT Nº 11/649 SIGNE A KIGALI AU RWANDA LE 29 DECEMBRE 2015, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS SAOUDIEN POUR LE DEVELOPPEMENT, RELATIF AU PRET DE CINQUANTE-SIX MILLIONS DEUX CENT CINQUANTE MILLE RIYALS SAOUDIENS (56.250.000 SAR) POUR LE PROJET DE CONSTRUCTION DE LA ROUTE NYAGATARE-BYUMBA-BASE

The Saudi Fund For Development

P.O.Pox 50483 Riyadh 11523
Kingdom of Saudi Arabia

LOAN AGREEMENT

CONSTRUCTION OF NYAGATARE – BYUMBA - BASE ROAD PROJECT

BETWEEN

THE SAUDI FUND FOR DEVELOPMENT

AND

REPUBLIC OF RWANDA

LOAN NO. : 11/649
SIGNED ON: 18th RABI I 1437 A.H.
CORRESPONDING TO: 29th DECEMBER 2015 A.D.

UNOFFICIAL TRANSLATION

CKG

بسم الله الرحمن الرحيم

LOAN NO. : 11/649

Agreement dated 18th RABI I 1437 A.H., corresponding to 29th DECEMBER 2015A.D. Between:

1) THE SAUDI FUND FOR DEVELOPMENT, Riyadh, Kingdom of Saudi Arabia (hereinafter called "**the Fund**"), represented by Eng. Hasan M. Alattas, General Director of Operation Department;

And

2) REPUBLIC OF RWANDA (hereinafter called "**the Borrower**") represented by H.E. Claver Gatete, Minister of Finance and Economic Planning;

PREAMBLE

(A) WHEREAS the Borrower has requested the Fund to grant it a Loan to assist in the financing of Construction of Nyagatare–Byumba–Base Road Project, described in Schedule No.(2) to this Agreement (hereinafter called "**the Project**");

(B) WHEREAS the Borrower has obtained from the Arab Bank For Economic Development in Africa (hereinafter referred to as "**BADEA**"), a Loan in an amount of fifteen million (15,000,000) U.S. Dollars to assist in the financing part of the Project cost on the terms and conditions set forth in the Agreement concluded between the Borrower and BADEA;

(C) WHEREAS the Borrower has obtained from the OPEC Fund For International Development (hereinafter referred to as " **OFID**") a loan in an amount of fifteen million (15,000,000) U.S Dollars to assist in the financing part of the Project cost on the terms and conditions set forth in the Agreement concluded between the Borrower and OFID;

(D) WHEREAS the Borrower has obtained from the Kuwait Fund For Arab Economic Development (hereinafter referred to as "**Kuwait Fund**") a loan in an amount of fifteen million (15,000,000) U.S Dollars to assist in the financing part of the Project cost on the terms and conditions set forth in the Agreement concluded between the Borrower and Kuwait Fund;

(E) WHEREAS the Borrower has obtained from the Abu Dhabi Fund For Development (hereinafter referred to as "**Abu Dhabi Fund**") a loan in an amount of fifteen million (15,000,000) U.S Dollars to assist in the financing part of the Project cost on the terms and conditions set forth in the Agreement concluded between the Borrower and Abu Dhabi Fund;

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(F) WHEREAS the Board of Directors of the Fund has agreed, in view of the foregoing, by its Resolution No.22/113/2160 to grant the Borrower a Loan upon the terms and conditions hereinafter set forth;

(G) WHEREAS the purpose of the Fund is to assist developing countries in developing their economies and to provide them with loans required for the implementation of their development projects and programs;

(H) WHEREAS the Fund is convinced of the importance of the project and its beneficial effects for the economic development of the friendly Republic of Rwanda.

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I
General Conditions; Definitions

Section 1.01. The parties to this Agreement accept all the provisions of the General Conditions Applicable to Loan Agreements of the Fund, issued by Resolution of the Board of Directors of the Fund No.11/14 dated Rajab 29, 1396 AH corresponding to July 26, 1976 G with the same force and effect as if they were fully set forth herein (said General Conditions Applicable to Loan Agreements of the Fund being hereinafter called "**the General Conditions**").

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in Preamble to this Agreement have the respective meanings therein set forth, and the term "**The Agency**" means the Rwanda Transport Development Agency (RTDA) under the Ministry of Infrastructure of the Borrower.

ARTICLE II
The Loan

Section 2.01. The Fund agrees to lend to the Borrower, on the terms and conditions in the Loan Agreement set forth or referred to, a Loan in an amount of fifty six million, two hundred fifty thousand (56,250,000) Saudi Riyals.

Section 2.02. The amount of the Loan may be withdrawn from the Loan Account in accordance with the provisions of Schedule No.(1) to this Agreement, as such Schedule may be amended from time to time by agreement between the Fund and the Borrower, and in accordance with the Procedures for the Withdrawals of the Fund Loans, for expenditures made or, if the Fund shall so agree, to be made in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Loan.

Section 2.03. The Borrower shall apply the proceeds of the Loan exclusively to finance the reasonable cost of the goods and services required for the carrying out of the Project. Procurement of such goods and services shall be in accordance with the Guidelines for the Procurement of Goods and Contracting for the Execution of Works of the Development Institutions Members of the Coordination Group. The Borrower shall obtain the Fund's approval before awarding the contracts to be financed out of the proceeds of the Loan and before effecting any material modification thereto in the future.

Section 2.04. The Closing Date shall be 31-03-2020 or such later date as the Fund shall establish. The Fund shall promptly notify the Borrower of such later date.

Section 2.05. The Borrower shall pay a Loan Charge at the rate of one percent (1%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

Section 2.06. Loan Charge and other charges shall be payable semi-annually on the 15th April and 15th October in each year.

Section 2.07. The term of the Loan is thirty years including a ten-year grace period. The Borrower shall repay the principal amount of the Loan in accordance with the Amortization Schedule set forth in Schedule No. (3) to this Agreement.

ARTICLE III
Execution of the Project

Section 3.01.(a) The Borrower shall carry out the Project through the Agency with due diligence and efficiency, and in conformity with appropriate engineering, financial and administrative practices and shall provide or cause to be provided, promptly as needed, the funds, facilities and other resources required for the purpose.

(b) The Borrower shall make available to the Agency promptly as and when needed, in addition to the proceeds of this Loan, all other funds which shall be required for carrying out the Project (including any funds that may be required to meet any increase in the cost of the Project beyond the estimated cost thereof at the time of signing this Agreement). All such sums shall be made available on terms and conditions acceptable to the Fund.

Section 3.02. The Borrower shall cause the Agency to furnish to the Fund, promptly upon their preparation, the plans, specifications, reports, contract documents and construction and procurement schedules for the Project, and any modifications thereof or additions thereto in such details as the Fund shall request.

Section 3.03. For the supervision of the execution of the Project, the Borrower shall cause the Agency to have consultant engineers whose qualifications and experience are acceptable to the Fund.

Section 3.04. In carrying out the Project, the Borrower shall cause the Agency to employ contractors acceptable to the Fund upon terms and conditions satisfactory to the Fund.

Section 3.05. The Borrower shall cause the Agency to make adequate annual budgetary allocations to meet its share of the project costs. The Agency undertakes to provide the local component of the cost of the Project.

Section 3.06. The Borrower shall cause the Agency to insure the imported goods to be financed out of the proceeds of the Loan against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance, any indemnity shall be payable in a currency freely usable by the Borrower to replace or repair such goods.

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Section 3.07. The Borrower shall cause the Agency to use exclusively all goods and services financed out of the proceeds of the Loan in carrying out of the Project.

Section 3.08. The Borrower shall cause the Agency to maintain adequate records to record the progress of the Project (including the cost thereof), to identify the goods and services financed out of the proceeds of the Loan and to disclose the use thereof in the Project and to reflect all the operations, resources and expenditures in respect of the Project.

Section 3.09. The Borrower shall cause the Agency to afford all reasonable opportunity for the accredited representatives of the Fund to make visits for purposes related to the Loan, to examine the Project, the goods and services financed out of the proceeds of the Loan and any relevant records and documents.

Section 3.10. The Borrower shall cause the Agency to furnish to the Fund all such information as the Fund shall reasonably request concerning the Project, the expenditure of the proceeds of the Loan, and the goods and services financed out of such proceeds.

Section 3.11. The Borrower shall take all such actions as shall be necessary to acquire all such land and rights in respect of land as shall be required for carrying out of the Project.

ARTICLE IV
Particular Covenants

Section 4.01. (a) The Borrower and the Fund confirm their agreement that no other external debt shall enjoy any priority over the Loan by way of a lien created on governmental assets. To that end, the Borrower undertakes that, except as the Fund shall otherwise agree, if any lien shall be created on any assets of the Borrower as security for any external debt, such lien will ipso facto and at no cost to the Fund equally and ratably secure the payment of the principal of the Loan, the Loan Charge and other charges on the Loan, and that in the creation of any such lien express provision will be made to that effect.

(b) The undertaking provided for in Paragraph (a) of this Section shall not apply to :

i) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property;

ii) any lien on commercial goods to secure a debt maturing not more than one year after the date on which it is originally incurred and to be paid out of the proceeds of the sale of such commercial goods; or

iii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

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Section 4.02. The Borrower shall cause the Agency to maintain the Project in accordance with the proper engineering standards and to take the necessary measures to appropriate the funds required for such purpose.

Section 4.03. The Borrower shall cause the Agency to make a Commemorative Plaque of suitable dimensions made of concrete or other suitable metal to be fixed in a conspicuous place in one of the facilities included in the Project, to show the contribution of the Fund in the financing of the Project.

Section 4.04. The Borrower shall cause the Agency to maintain or cause to be maintained adequate records to reflect in accordance with sound accounting practices, the operations, resources and expenditures in respect of the Project of the Agency and other Departments and Agencies of the Borrower responsible for carrying out the Project or any part thereof.

Section 4.05. Promptly after completion of the Project, but in any event not later than twelve months after the Closing Date, or such later date as the Fund may agree for this purpose, the Borrower shall cause the Agency to prepare and furnish to the Fund a Project Completion Report, in reasonable form and detail as the Fund shall request, on the execution and initial operation of the Project, its costs and the benefits derived and to be derived there-from, the performance by the Borrower and Agency of their obligations under the Loan Agreement and the achievement of the objectives of the Loan.

Section 4.06. The Borrower shall cause the Agency to take all necessary measure to ensure that the dimension and axel loads of the vehicles using the road do not exceed the limits consistent with the structural and geometric design standards of the road.

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ARTICLE V
Remedies of the Fund

Section 5.01. For the purposes of Section 6.02 of the General Conditions, the following additional events are specified pursuant to Paragraph (f) thereof :

i) Subject to Sub-Paragraph (ii) of this Section :

A) the right of the Borrower to withdraw the proceeds of any loan or grant made to the Borrower for the financing of the Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing therefore, or

B) any such loan shall have become due and payable prior to the agreed maturity thereof.

ii) Sub-Paragraph (i) of this Section shall not apply if the Borrower establishes to the satisfaction of the Fund that (A) such suspension, cancellation, termination or prematuring is not caused by the failure of the Borrower to perform any of its obligation under such agreement, and (B) adequate funds for the Project are available to the Borrower from other sources on the terms and conditions consistent with the obligations of the Borrower under this Agreement.

Section 5.02. For the purposes of Section 7.01 of the General Conditions, the following event is specified pursuant to paragraph (d) thereof, namely any event specified in paragraph (i) (B) of Section 5.01 of this Agreement shall occur.

ARTICLE VI
Effectiveness Date - Termination

The period of six months from the date of the signing of the Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

ARTICLE VII
Representative of the Borrower, Addresses

Section 7.01. The Minister of Finance and Economic Planning of the Borrower is designated as Representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 7.02. The following addresses are specified for the purpose of Section 11.01 of the General Conditions:

FOR THE FUND

The Saudi Fund for Development
P.O.Box 50483
Riyadh 11523
KINGDOM OF SAUDI ARABIA
Telephone : +966-11- 2794000
Fax : +966-11-4647450
E-mail : info@sfd.gov.sa

FOR THE BORROWER

Ministry of Finance and Economic Planning
P.O.BOX 158, Kigali
Republic of Rwanda
Telephone : + 250 252 577994
Fax : + 250 252 577 581
Email : mfin@minecofin.gov.rw

FOR THE AGENCY

Rwanda Transport Development Agency (RTDA)
Ministry of Infrastructure
P.O.BOX 6674, Kigali
Republic of Rwanda
Telephone : + 250 78830 9966
Email: info@rtda.gov.rw

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IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names in the city of Kigali, Republic of Rwanda, as of the day, month and year first above written, in two counterparts in Arabic language, each of which shall be an original, and a copy of the General Conditions in the Arabic language has been given to the Borrower.

FOR
THE SAUDI FUND FOR DEVELOPMENT

BY _____

Hasan M. Alattas
General Director of Operation Department

FOR
REPUBLIC OF RWANDA

BY _____

Claver Gatete
Minister of Finance and Economic Planning

SCHEDULE NO.(1)
Withdrawal of the Proceeds of the Loan

A) The table below sets forth the category of items to be financed out of the proceeds of the Loan, the allocation of the amount of the Loan to the category and the percentage of expenditures for the item so to be financed in the category:

Category		Amount of the Loan Allocated (Expressed in Saudi Riyals)	Percentage of Expenditures to be financed
1.	Civil Works. (Section "A" of the Project).	42,127,500	15,33 % of total expenditures
2.	Consultancy services. (Section "B" of the Project).	6,881,250	50 % of total expenditures
3.	Unallocated.	7,241,250	
TOTAL		**56,250,000**	

B) Notwithstanding the provisions of Paragraph (A) above, no withdrawal shall be made in respect of:

1) Expenditures prior to the date of this Agreement;

2) Taxes levied by, or in the territory of the Borrower on goods or services, or on the importation, manufacture, procurement or supply thereof.

C) Notwithstanding the allocation of an amount of the Loan or the disbursement percentages set forth in the table in Paragraph (A) above, if the Fund has reasonably estimated that the amount of the Loan then allocated to the Category will be insufficient to finance the agreed percentage of all expenditures in that Category, the Fund may, by notice to the Borrower:

(i) reallocate to such category, to the extent required to meet the estimated shortfall, proceeds of the Loan which are then unallocated or allocated to another category and which in the opinion of the Fund 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 under the category may continue until all expenditures thereunder shall have been made.

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SCHEDULE NO.(2)
Description of the Project

The project falls within the government's program for the development of the public transport sector, which aims to reduce vehicle operating costs, reduce the incidence of accidents, provide road maintenance, reduce travel costs, and increase agricultural production in the project area. In addition, the project will help creating local jobs, and contribute significantly in reducing poverty in general. In the case of the project has been constructed, it will be a way for international shipping to neighboring countries such as the Democratic Republic of Congo, Uganda, and other east African countries. It also serves local commercial and brings agricultural products to the market, while the economic return of the project is estimated at 24.6%.

The project includes construction of asphalted road with a length of (73.3) km, and an average width of (7) m with shoulders (1.5) m each in rural areas and (2) m each in urban areas.

The project consists of the following Sections:

Section "A": Civil Works for the construction of the road.

Section "B": Consultancy Services and Supervision of the Project.

Section "C": Technical support for the Project Implementation Unit.

* * * * * * * * *

The total cost of the project is about US $ (88.5) Million, equivalent about to (331.87) Million Saudi Riyals, the project is expected to be completed by the end of 2018.

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SCHEDULE NO.(3)
Amortization Schedule

Installment No.	Date of Payment	Amount of Installment (Expressed in Saudi Riyals)
1	15 April 2026	1,416,000
2	15 October 2026	1,406,000
3	15 April 2027	1,406,000
4	15 October 2027	1,406,000
5	15 April 2028	1,406,000
6	15 October 2028	1,406,000
7	15 April 2029	1,406,000
8	15 October 2029	1,406,000
9	15 April 2030	1,406,000
10	15 October 2030	1,406,000
11	15 April 2031	1,406,000
12	15 October 2031	1,406,000
13	15 April 2032	1,406,000
14	15 October 2032	1,406,000
15	15 April 2033	1,406,000
16	15 October 2033	1,406,000
17	15 April 2034	1,406,000
18	15 October 2034	1,406,000
19	15 April 2035	1,406,000
20	15 October 2035	1,406,000
21	15 April 2036	1,406,000
22	15 October 2036	1,406,000
23	15 April 2037	1,406,000
24	15 October 2037	1,406,000
25	15 April 2038	1,406,000
26	15 October 2038	1,406,000
27	15 April 2039	1,406,000
28	15 October 2039	1,406,000
29	15 April 2040	1,406,000
30	15 October 2040	1,406,000

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Installment No.	Date of Payment	Amount of Installment (Expressed in Saudi Riyals)
31	15 April 2041	1,406,000
32	15 October 2041	1,406,000
33	15 April 2042	1,406,000
34	15 October 2042	1,406,000
35	15 April 2043	1,406,000
36	15 October 2043	1,406,000
37	15 April 2044	1,406,000
38	15 October 2044	1,406,000
39	15 April 2045	1,406,000
40	15 October 2045	1,406,000
	Total:	**56,250,000**

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº006/01 ryo ku wa 04/05/2016 ryemeza burundu Amasezerano y'Inguzanyo nº 11/649 yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Saudi-Arabiya Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana abiri na mirongo itanu z'amariyali ya Saudi-Arabiya (56.250.000 SAR) agenewe umushinga wo kubaka umuhanda Nyagatare-Byumba-Base

Kigali, ku wa **04/05/2016**

(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

Seen to be annexed to the Presidential Order nº006/01 of 04/05/2016 ratifying the Loan Agreement nº 11/649 signed in Kigali, Rwanda on 29 December 2015, between the Republic of Rwanda and the Saudi Fund for Development, relating to the Loan of fifty six million two hundred fifty thousand Saudi Riyals (SAR 56,250,000) for the construction of Nyagatare-Byumba-Base road project

Kigali , on **04/05/2016**

(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:

Vu pour être annexé à l'Arrêté Présidentiel n°006/01 du 04/05/2016 portant ratification de l'Accord de Prêt nº 11/649 signé à Kigali au Rwanda le 29 décembre 2015, entre la République du Rwanda et le fonds Saoudien pour le développement, relatif au prêt de cinquante-six millions deux cent cinquante mille riyals saoudiens (56.250.000 SAR) pour le projet de construction de la route Nyagatare-Byumba-Base

Kigali, le **04/05/2016**

(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