

Ibirimo/Summary/Sommaire

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A. Amategeko/Laws/Lois

N° 45/2016 ryo ku wa 28/11/2016

Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekanye n'inguzanyo ingana na miliyonu mirongo itandatu n'eshehatu n'ibihumbi magana atanu na mirongo itandatu za «Units of Account» (66.560.000 UA) agenewe umushinga mpuzabihugu Uganda/ Rwanda w'imihanda Busega-Mpigi na Kagitumba- Kayonza-Rusumo.....4

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Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekanye n'inguzanyo ingana na miliyari eshehatu na miliyonu magana inani na mirongo inani n'icyenda z'Amayeni y'Ubuyapani (6.889.000.000 ¥) agenewe umushinga wo gutunganya umuhanda Rusumo-Kayonza.....32

N°46/2016 of 28/11/2016

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w'Ibihugu by'Uburayi na Afurika cy'ibikorwaremezo, yerekeranye n'impano ingana na miliyoni makumyabiri z'Amayero (20.000.000 €) agenewe umushinga mpuzabihugu Uganda/Rwanda w'imihanda Busega-Mpigi na Kagitumba- Kayonza-Rusumo.....60

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Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'lkigeza Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'eshehatu n'ibihumbi magana atanu na mirongo itandatu za «Units of Account»(66.560.000 UA) agenewe Umushinga Mpuzabihugu Uganda/Rwanda w'imihanda Busega–Mpigi na Kagitumba–Kayonza–Rusumo.....84

N°25/01 of 05/12/2016

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N°25/01 du 05/12/2016

Arrêté Présidentiel ratifiant l'accord de prêt signé à Kigali, au Rwanda, le 13 Juillet 2016, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de soixante-six millions cinq cent soixante mille Unités de Compte (66.560.000 UC) pour le Projet Multinational Ouganda/Rwanda des routes Busega - Mpigi et Kagitumba – Kayonza – Rusumo.....84

N° 26/01 ryo ku wa 05/12/2016

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Iteka rya Perezida ryemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere (ADB), ihagarariye Ikigega cy'Ingoboka ku Bufatanye bw'Umuryango w'Ibihugu by'Uburayi na Afurika cy'Ibikorwaremezo, yerekeranye n'impano ingana na miliyoni makumyabiri z'Amayero (20.000.000 €) agenewe Umushinga Mpuzabihugu Uganda/Rwanda w'imihanda Busega - Mpigi na Kagitumba – Kayonza – Rusumo.....93

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ITEGEKO N° 45/2016 RYO KU WA 28/11/2016
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UMUKONO I KIGALI MU RWANDA, KU WA
13 NYAKANGA 2016, HAGATI YA
REPUBLIKA Y'U RWANDA N'IKIGEGA
NYAFURIKA GITSURA AMAJYAMBERE
(ADF), YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI MIRONGO
ITANDATU N'ESHESHATU N'IBIHUMBI
MAGANA ATANU NA MIRONGO
ITANDATU ZA «UNITS OF ACCOUNT»
(66.560.000 UA) AGENEWE UMUSHINGA
MPUZABIHUGU UGANDA/ RWANDA
W'IMIHANDA BUSEGA-MPIGI NA
KAGITUMBA- KAYONZA-RUSUMO

LAW N° 45/2016 OF 28/11/2016 APPROVING
RATIFICATION OF THE LOAN
AGREEMENT SIGNED IN KIGALI,
RWANDA, ON 13 JULY 2016, BETWEEN
THE REPUBLIC OF RWANDA AND THE
AFRICAN DEVELOPMENT FUND (ADF),
RELATING TO THE LOAN OF SIXTY SIX
MILLION FIVE HUNDRED SIXTY
THOUSAND UNITS OF ACCOUNT (UA
66,560,000) FOR THE MULTINATIONAL
UGANDA/RWANDA: BUSEGA-MPIGI AND
KAGITUMBA-KAYONZA-RUSUMO
ROADS PROJECT

LOI N°45/2016 DU 28/11/2016
APPROUVANT LA RATIFICATION DE
L'ACCORD DE PRET SIGNE A KIGALI,
AU RWANDA, LE 13 JUILLET 2016,
ENTRE LA REPUBLIQUE DU RWANDA
ET LE FONDS AFRICAIN DE
DEVELOPPEMENT (FAD), RELATIF AU
PRET DE SOIXANTE-SIX MILLIONS
CINQ CENT SOIXANTE MILLE UNITES
DE COMPTE (66.560.000 UC) POUR LE
PROJET MULTINATIONAL
OUGANDA/RWANDA DES ROUTES
BUSEGA-MPIGI ET KAGITUMBA-
KAYONZA - RUSUMO

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ITEGEKO N° 45/2016 RYO KU WA 28/11/2016
RYEMERA KWEMEZA BURUNDU
AMASEZERANO YINGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA, KU WA
13 NYAKANGA 2016, HAGATI YA
REPUBLIKA Y'U RWANDA N'IKIGEGA
NYAFURIKA GITSURA AMAJYAMBERE
(ADF), YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI MIRONGO
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KAGITUMBA- KAYONZA-RUSUMO

**LAW N° 45/2016 OF 28/11/2016 APPROVING
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UGANDA/RWANDA: BUSEGA-MPIGI AND
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ROADS PROJECT**

**LOI N°45/2016 DU 28/11/2016
APPROUVANT LA RATIFICATION DE
L'ACCORD DE PRET SIGNE A KIGALI,
AU RWANDA, LE 13 JUILLET 2016,
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DE COMPTE (66.560.000 UC) POUR LE
PROJET MULTINATIONAL
OUGANDA/RWANDA DES ROUTES
BUSEGA-MPIGI ET KAGITUMBA-
KAYONZA - RUSUMO**

Twebwe, KAGAME Paul,
Perezida wa Republiku;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yayo yo ku wa 25
Ukwakira 2016;

Ishingiye ku Itegeko Nshinga rya Republiku y'u
Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane

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 25
October 2016;

Pursuant to the Constitution of the Republic of
Rwanda of 2003 revised in 2015, especially in

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

**LE PARLEMENT A ADOpte, ET NOUS
SANCTIONNONS, PROMULGUONS LA
LOI DONT LA TENUE 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 25
octobre 2016 ;

Vu la Constitution de la République du
Rwanda de 2003 révisée en 2015, spécialement

cyané 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 Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekanye n'inguzanyo ingana na miliyonu mirongo itandatu n'eshehatu n'ibihumbi magana atanu na mirongo itandatu za «Units of Account» (66.560.000 UA) agenewe umushinga impuzabihugu Uganda/Rwanda w'imihanda Busega-Mpigi na Kagitumba-Kayonza-Rusumo;

Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176 ;

After consideration of the Loan Agreement signed in Kigali, Rwanda, on 13 July 2016, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of sixty six million five hundred sixty thousand Units of Account (UA 66,560,000) for the multinational Uganda/Rwanda: Busega-Mpigi and Kagitumba-Kayonza-Rusumo roads project;

Après examen de l'Accord de prêt signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de soixante-six millions cinq cent soixante mille Unités de Compte (66.560.000 UC) pour le projet multinational Ouganda/Rwanda des routes Busega-Mpigi et Kagitumba-Kayonza-Rusumo;

YEMEJE:

Ingingo ya mbere : Kwemera kwemeza burundi

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekanye n'inguzanyo ingana na miliyonu mirongo itandatu n'eshehatu n'ibihumbi magana atanu na mirongo itandatu za «Units of Account» (66.560.000 UA) agenewe umushinga impuzabihugu Uganda/Rwanda w'imihanda Busega-Mpigi na Kagitumba-Kayonza-Rusumo, ari ku mugereka, yemerewe kwemezwa burundi.

ADOPTS:

Article One: Approval for ratification

The Loan Agreement signed in Kigali, Rwanda, on 13 July 2016, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of sixty six million five hundred sixty thousand Units of Account (UA 66,560,000) for the multinational Uganda/Rwanda: Busega-Mpigi and Kagitumba-Kayonza-Rusumo roads project, in annex, is approved for ratification.

ADOPTE :

Article premier: Approbation pour ratification

L'Accord de prêt signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de soixante-six millions cinq cent soixante mille Unités de Compte (66.560.000 UC) pour le projet multinational Ouganda/Rwanda des routes Busega-Mpigi et Kagitumba-Kayonza-Rusumo, en annexe, est approuvé pour ratification.

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

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

Iningo 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 **28/11/2016**

(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 **28/11/2016**

(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 **28/11/2016**

(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'ITEGEKO N°45/2016
RYO KU WA 28/11/2016 RYEMERA
KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI
MU RWANDA, KU WA 13 NYAKANGA
2016, HAGATI YA REPUBLIKA Y'U
RWANDA N'IKIGEGA NYAFURIKA
GITSURA AMAJYAMBERE (ADF),
YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI MIRONGO
ITANDATU N'ESHESHATU
N'IBIHUMBI MAGANA ATANU NA
MIRONGO ITANDATU ZA «UNITS OF
ACCOUNT» (66.560.000 UA) AGENEW
UMUSHINGA MPUZABIHUGU
UGANDA/RWANDA W'IMIHANDA
BUSEGA-MPIGI NA KAGITUMBA-
KAYONZA-RUSUMO

ANNEX TO LAW N°45/2016 OF
28/11/2016 APROVING RATIFICATION
OF THE LOAN AGREEMENT SIGNED
IN KIGALI, RWANDA, ON 13 JULY 2016,
BETWEEN THE REPUBLIC OF
RWANDA AND THE AFRICAN
DEVELOPMENT FUND (ADF),
RELATING TO THE LOAN OF SIXTY
SIX MILLION FIVE HUNDRED SIXTY
THOUSAND UNITS OF ACCOUNT (UA
66,560,000) FOR THE MULTINATIONAL
UGANDA/RWANDA: BUSEGA - MPIGI
AND KAGITUMBA - KAYONZA -
RUSUMO ROADS PROJECT

ANNEXE A LA LOI N°45/2016 DU
28/11/2016 APPROUVANT LA
RATIFICATION DE L'ACCORD DE
PRET SIGNE A KIGALI, AU RWANDA,
LE 13 JUILLET 2016, ENTRE LA
REPUBLIQUE DU RWANDA ET LE
FONDS AFRICAIN DE
DEVELOPPEMENT (FAD), RELATIF AU
PRET DE SOIXANTE-SIX MILLIONS
CINQ CENT SOIXANTE MILLE UNITES
DE COMPTE (66.560.000 UC) POUR LE
PROJET MULTINATIONAL
OUGANDA/RWANDA DES ROUTES
BUSEGA - MPIGI ET KAGITUMBA -
KAYONZA - RUSUMO



**LOAN AGREEMENT
BETWEEN
THE REPUBLIC OF RWANDA
AND
THE AFRICAN DEVELOPMENT FUND**

**(MULTINATIONAL: UGANDA / RWANDA: BUSEGA –
MPIGI AND KAGITUMBA – KAYONZA
– RUSUMO ROADS PROJECT)**

**LOAN AGREEMENT
BETWEEN
THE REPUBLIC OF RWANDA
AND
THE AFRICAN DEVELOPMENT FUND**

**(MULTINATIONAL: UGANDA / RWANDA: BUSEGA –
MPIGI AND KAGITUMBA – KAYONZA
– RUSUMO ROADS PROJECT)**

**PROJECT ID No: P-Z1-DB0-170
LOAN No : 2100150035494**

This LOAN AGREEMENT (hereinafter called the "Agreement") is entered into this 13th day of JULY 2016 AF between the REPUBLIC OF RWANDA (hereinafter called the "Borrower") and the AFRICAN DEVELOPMENT FUND (hereinafter called the "Fund").

1. WHEREAS the Borrower has requested the Fund to finance part of the foreign currency cost and part of the local currency cost of the Multinational: Uganda / Rwanda: Busega – Mpigi and Kagitumba – Kayonza – Rusumo Roads Project (hereinafter called the "Project"), by extending a Loan to the Borrower in the amount specified hereunder;

2. WHEREAS the Project is technically feasible, economically viable, socially desirable and environmentally sustainable;

3. WHEREAS the Rwanda Transport Development Agency (hereinafter called "RTDA"), shall be the Executing Agency of the Project in Rwanda; and

4. WHEREAS the Fund has agreed on the basis, *inter alia*, of the foregoing to extend a Loan to the Borrower upon the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I
GENERAL CONDITIONS-DEFINITIONS

Section 1.01. General Conditions. The parties to this Agreement accept all the provisions of the General Conditions applicable to Loan and Guarantee Agreements of the Fund (Sovereign Entities), as amended from time to time (hereinafter called the "General Conditions"), with the same force and effect as if they were fully set forth herein.

Section 1.02. Definitions. Whenever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions shall have the respective meanings therein set forth.

ARTICLE II THE LOAN

Section 2.01. Amount. The Fund agrees to lend to the Borrower, from the ordinary resources of the Fund, an amount in various convertible currencies, other than the currency of the Borrower, not exceeding the equivalent of Sixty Six Million Five Hundred and Sixty Thousand Units of Account (UA 66,560,000) (the "Unit of Account" being defined in Article 1(1) of the Agreement Establishing the Fund).

Section 2.02. Purpose. The purpose of the Loan is to finance part of the foreign currency cost and part of the local currency cost of the Project as described in Annex I of this Agreement.

Section 2.03. Allocation. The Loan shall be allocated to the categories of expenditure in conformity with Annex II of this Agreement or as may be otherwise determined by the Parties to this Agreement.

Section 2.04. Currency of Disbursements. In accordance with Section 4.04 of the General Conditions:

- (a) All disbursements made by the Fund to the Borrower shall be denominated in United States Dollars;

- (b) Notwithstanding the provisions of Section 2.04 (a), in any case where the Fund shall be unable to access or procure United States Dollars for purposes of the Loan, the Fund shall notify the Borrower immediately after becoming aware of such inability and propose to the Borrower a currency of substitution which shall be either the European Euro, the British Pound Sterling or the Japanese Yen;
- (c) If within sixty (60) calendar days following such notification the Fund and the Borrower cannot agree on a currency of substitution, then the Borrower may cancel that portion of the Loan; and
- (d) The date of conversion between the United States Dollars and the currency of substitution shall be the date of disbursement of such substitute currency.

ARTICLE III

REPAYMENT OF THE PRINCIPAL, SERVICE CHARGE AND COMMITMENT CHARGE AND DATES OF PAYMENT

Section 3.01. Repayment of the Principal. Subject to Section 3.05, the Borrower shall repay the principal of the Loan over a period of thirty (30) years, after a ten (10) year grace period commencing from the date of this Agreement, at the rate of two per cent (2%) per annum from the

eleventh (11th) to the twentieth (20th) year inclusive and at the rate of four per cent (4%) per annum thereafter.

Section 3.02. Service Charge. Subject to Section 3.05, the Borrower shall pay a service charge (the "Service Charge") at the rate of three quarters of one per cent (0.75%) per annum on the principal amount of the Loan disbursed and outstanding from time to time.

Section 3.03. Commitment Charge. The Borrower shall pay a commitment charge (the "Commitment Charge") at the rate of one half of one per cent (0.50%) per annum on the undisbursed portion of the Loan, which shall begin to accrue one hundred twenty (120) days after the date of signature of this Agreement.

Section 3.04. Dates of Payment. The principal of the Loan shall be repaid in equal and consecutive semi-annual installments the first of which shall be payable on 15th February or 15th August whichever immediately follows the expiration of the grace period referred to in Section 3.01 above. The Service Charge and the Commitment Charge shall be payable semi-annually on the same dates.

Section 3.05. Accelerated Payment.

- (a) The Fund may modify the repayment terms applicable to the principal amount of the Loan disbursed and outstanding in

accordance with Sub-Sections (b) or (c) of this Section 3.05 whenever all of the following events have occurred: (i) the Borrower's per capita gross national income, as determined by the Fund, has exceeded for more than two consecutive years the level established by the Fund for determining eligibility to access the Fund's resources; (ii) the Borrower is creditworthy for borrowing from the African Development Bank window; and (iii) after due consideration of the development of the Borrower's economy and other relevant country factors, the Board of Directors of the Fund has reviewed and approved modification of the Borrower's loan terms with the Fund.

- (b) The Fund shall, upon the occurrence of the events referred to in Sub-Section (a) of this Section 3.05, notify the Borrower of the same and require the Borrower to either:
 - (i) repay twice the amount of each semi-annual installment of the disbursed and outstanding principal amount of the Loan until the Loan has been fully repaid (the "Principal Option"); or
 - (ii) while maintaining the maturity of the Loan, increase the Service Charge applicable to the Loan to a per annum rate agreed with the Fund that would result in the same level of concessionality as the Principal Option (the "Interest Option"); or

(iii) if the applicable Service Charge under the Interest Option would be greater than the fixed base rate for an African Development Bank sovereign-guaranteed loan, (1) repay an amount agreed with the Fund that is greater than the then applicable semi-annual installment and (2) increase the Service Charge applicable to the Loan to a per annum rate agreed with the Fund that is equal to that of the fixed base rate for a similar African Development Bank sovereign-guaranteed loan (the “Combination Option”).

The Borrower shall notify the Fund within two (2) months following the date of notification as to whether it elects to undertake the Principal Option, the Interest Option or, if applicable, the Combination Option. In the event that the Borrower does not respond within the two-month period, the Fund shall automatically apply the Principal Option.

(c) The Borrower shall commence such modified repayment as of the first semi-annual payment date, as specified in Section 3.04 above, falling not less than six (6) months after the date on which the Fund notifies the Borrower that the events specified in Sub-Section (a) of this Section 3.05 have occurred; provided, however, that in no event shall the Borrower be required to commence such modified repayment prior to the grace period referred to in Section 3.01 above.

- (d) If, at any time after the repayment terms have been modified pursuant to Sub-Section (a) of this Section 3.05, the Fund determines that the Borrower's economic condition has deteriorated significantly, the Fund may, if so requested by the Borrower, further revise the terms of repayment of the principal amount of the Loan disbursed and then outstanding and/or the Service Charge to conform to the repayment terms originally provided for in this Agreement, taking into account any repayments already made by the Borrower.

Section 3.06. Prepayment. In the event that the Borrower graduates from being eligible to borrow only from the African Development Fund window, the Borrower and the Fund may agree, but shall be under no obligation to do so, that the Borrower repay, in advance of maturity, the principal amount of the Loan then outstanding in one lump-sum payment on a date agreed between the parties, and the agreement between the Borrower and the Fund may provide a discount on the amount to be prepaid in full satisfaction of the principal amount of the Loan then outstanding.

ARTICLE IV
CONDITIONS PRECEDENT TO
ENTRY INTO FORCE

Section 4.01. Conditions Precedent to Entry into Force. The entry into force of the Loan Agreement shall be subject to the fulfillment by the Borrower of the provisions of Section 12.01 of the General Conditions.

ARTICLE V
CONDITIONS PRECEDENT TO FIRST DISBURSEMENT,
OTHER CONDITIONS AND UNDERTAKINGS

Section 5.01. Conditions Precedent to First Disbursement. The obligations of the Fund to make the first disbursement of the Loan shall be conditional upon the entry into force of the Agreement in accordance with Section 4.01 above and the fulfillment by the Borrower of the following conditions:

The Borrower shall provide evidence, in form and substance satisfactory to the Fund, confirming the following:

- (a) the submission of an updated Resettlement Action Plan (RAP) for the Rwanda component of the Project in form and substance acceptable to the Fund, together with a Works and Compensation Schedule detailing the sections

into which the works will be divided and a timeframe for the compensation and / or relocation / resettlement of all Project Affected Persons (PAPs) in each section; and

- (b) the opening of a Special Account denominated in United States Dollars in the National Bank of Rwanda, to receive part of the proceeds of the Loan.

Section 5.02. Other Conditions.

- (a) The Borrower will provide evidence in form and substance acceptable to the Fund, confirming that prior to commencement of construction on any section of the civil works in Rwanda, all Project Affected Persons with respect to such section have been compensated in accordance with the RAP and any updates to the RAP and the Works and Compensation Schedule; and
- (b) The Borrower shall provide the Fund with a commitment letter confirming that a 5-year Term Maintenance Contract will be procured using Government of Rwanda resources in the final year of construction under the Project to ensure sustainability, and thereafter the Borrower will allocate maintenance funds for the Project road from the Road Maintenance Fund.

Section 5.03. Undertakings of the Borrower. Under this Agreement, the Borrower undertakes to:

- (a) carry out, and cause their contractors to carry out the Project in accordance with: (i) the Fund's rules and procedures; (ii) national legislation; and (iii) the recommendations, requirements and mitigation measures set forth in the Environmental and Social Management Plan (ESMP) prepared for the Project;
- (b) submit to the Fund the Environment Licence for the Project before the commencement of Project implementation;
- (c) submit to the Fund Quarterly ESMP Implementation Reports and Annual ESMP Reports;
- (d) undertake traffic counts on the Project roads on a bi-annual basis as from the commencement of the civil works, and on the national paved road network every two years;
- (e) provide the Fund with annual reports on measures adopted for the safety of the Project roads;
- (f) submit to the Fund half-yearly reports on the implementation of the RAP and the HIV/AIDS, STI, Malaria and TB awareness and prevention program; and

- (g) provide for the funds required as counterpart financing for the Project in its three years Mid-Term Expenditure Framework and in its annual budgets for all Fiscal Years when the Project is under implementation in Rwanda.

ARTICLE VI
DISBURSEMENTS AND APPLICATION
OF AMOUNTS DISBURSED

Section 6.01. Disbursements. The amount of the Loan shall be disbursed by the Fund, subject to the provisions of this Agreement and the General Conditions, for the purposes set forth in this Agreement for expenditures made in respect of the cost of goods, works and services required for the Project to be financed under this Agreement.

Section 6.02. Deadline for Final Disbursement. For the purposes of Section 6.03 paragraph (1)(f) of the General Conditions, the Closing Date is specified to be 31 December 2020, or such later date as shall be agreed upon in writing between the Borrower and the Fund.

Section 6.03. Application of Disbursements. Amounts disbursed on account of the Loan shall be applied by the Borrower solely for the purposes for which they were disbursed.

ARTICLE VII

PROCUREMENT OF WORKS AND SERVICES

Section 7.01. Rwanda Transport Development Agency (RTDA), through the Single Project Implementation Unit (SPIU), shall be responsible for the procurement of works and services.

Section 7.02. Procurement of Works. The procurement of works shall be carried out in accordance with the Procurement Policy for the African Development Bank Group Funded Operations dated October 2015, as amended from time, and as further set out below:

- (a) Procurement of civil works for amounts exceeding UA 2.0 million per contract will be carried out under International Competitive Bidding (ICB) using the Fund's Standard Bidding Documents (SBD). Works procured under this method would include Lot 1 – Kagitumba - Gabiro (Section 1: Kagitumba – Bugaragara and Section 2: Bugaragara-Gabiro); Lot 2 – Gabiro –Kayonza; and Lot 3 - Kayonza – Rusumo; and
- (b) Procurement of civil works for amounts below UA 2.0 million per contract will be carried out under National Competitive Bidding (NCB) using the Borrower's National

Standard Bidding Documents (NSBD). Works procured under this method would include ancillary works.

Section 7.03. Procurement of Services. The procurement of consulting services required for the execution of the Project shall be carried out in accordance with the Procurement Policy for the African Development Bank Group Funded Operations dated October 2015, as amended from time, and as further set out below:

- (a) Procurement of consultancy services for supervision works for Lots 1, 2 and 3 will be done on the basis of an International short-list under Quality and Cost Based Selection (QCBS) method;
- (b) Technical and financial audit services shall be procured under the Least Cost Selection (LCS) method;
- (c) Short lists of consultants for consulting services estimated to cost less than UA 200,000 or equivalent per contract may be composed entirely of national consultants; and
- (d) When the amount of the contract is less than UA 200,000, the Borrower may limit the publication of a Specific Procurement Notice (SPN) requesting for expressions of interest to national or regional newspapers. However, any eligible consultant, being regional or not, may express their desire to be short-

listed. For contracts valued at more than UA 200,000 for Firms and UA 50,000 for individuals, advertisement of the procurement must be placed on the United Nations Development Business (UNDB) online and the Fund's website.

Section 7.05. The Fund's Prior Review. The Procurement Plan shall set forth those contracts which shall be subject to the Fund's prior review. Thresholds for procurement decisions subject to Prior Review by the Fund as stated in the Procurement Policy for the African Development Bank Group Funded Operations dated October 2015, as amended from time, are set forth in the Project Appraisal Report.

Section 7.06. Procurement Plan: The Borrower shall, on annual basis or as required to reflect the actual project implementation needs and improvements in institutional capacity, update the Procurement Plan for the Project. Any proposed revision of the Procurement Plan shall be submitted to the Fund for its prior approval.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Where an extraordinary or unforeseeable situation has arisen, which, in the opinion of both parties, is likely to be prejudicial to the execution of the Project, the Fund may, in order to cover the cost of any specialized inspection or other action required to redress the

situation, allocate out of the proceeds of the Loan an amount not exceeding the equivalent of one per cent (1%) of the Loan amount or Six Hundred and Sixty Five Thousand Six Hundred Units of Account (UA 665,600). These expenses shall be met without the necessity of any advance application by the Borrower, but the Fund shall promptly notify the Borrower of the precise amount allocated.

Section 8.02. Authorized Representatives. The Minister responsible for Finance and Economic Planning of the Borrower or such other person as the Minister may designate in writing shall be the authorized representative for the purposes of Section 11.02 of the General Conditions.

Section 8.03. Date of the Agreement. For all purposes of this Agreement, the date thereof shall be that appearing in the opening sentence hereof.

Section 8.04. Addresses. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Mail Address:

Ministry of Finance and Economic Planning
B. P. 158
Kigali
REPUBLIC OF RWANDA
Tel: (250) 252 575 756
Fax: (250) 252 577 581

For the Fund:

Headquarters Mail Address:

African Development Fund
01 B.P. 1387
Abidjan 01
REPUBLIC OF COTE D'IVOIRE
Tel: (225) 20 26 20 46

Attention:

Division Manager, OITC.2

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IN WITNESS WHEREOF the Borrower and the Fund, each acting through its authorized representative, have signed this Agreement in two original counterparts in English on the date first above written.

FOR THE REPUBLIC OF RWANDA



FOR THE AFRICAN DEVELOPMENT FUND


NEGATU MAKONNEN
RESIDENT REPRESENTATIVE
RWANDA COUNTRY OFFICE



ATTESTED BY:


OSSEY-OLIVIER LITUMBA PINZI
ACTING SECRETARY GENERAL

ANNEX I

PROJECT DESCRIPTION

The sector goal of the Project is to contribute to socio-economic development, poverty reduction and regional integration in Rwanda and Uganda through an improved and sustainable transport system that links centers of economic activity. The Project objectives are two-fold: at regional level (for both countries), the objective is to contribute to improving road transportation and trade facilitation along the Northern Corridor (NC) via Mirama Hills / Kagitumba border, and the Central Corridor (CC) via Rusumo, and improve the traffic congestion between Kampala (Busega) and Mpigi (NC). At the national level, the objective is to contribute to improving transport services in eastern Rwanda (Kagitumba-Kayonza-Rusumo area), and in central Uganda (Kampala, Wakiso and Mpigi Districts) to stimulate and support local economic activities by reducing road maintenance costs, vehicle operating costs and travel time, and improve traffic congestion between Kampala (Busega) and Mpigi.

The expected Project outcomes are reduction in transport costs, increased economic empowerment of women, and improved performance of transport sector institutions. The expected outputs include: (i) construction and rehabilitation of roads, (ii) ancillary activities including sensitization and afforestation; (iii) studies; and (iv) provision of institutional support and capacity building.

The Project has four main components in Rwanda, as summarized in the table below:

No	Component Name	Component Description
1	Civil works for the rehabilitation of Kagitumba – Kayonza - Rusumo road (208 km) in three lots and cross-cutting issues	<ul style="list-style-type: none">▪ Rehabilitation to a class 2 paved standard with a carriageway width of 7.4 m.

2	Supervision Consultancy services; technical audit	<ul style="list-style-type: none">■ Design Review and construction supervision;■ Quality Assurance;■ Contract management; and Baseline data collection;■ Technical audits.
3	Studies; Institutional support and ancillary works	<ul style="list-style-type: none">■ Pipeline road project studies;■ Cross-border markets near Rusumo and Kagitumba;■ Capacity building for RTDA and trade facilitation;■ Technical assistance for RTDA;■ Training and capacity building for cross-border women traders at Kagitumba and Mirama Hills■ Support to the Transport Sector Working Group (T-SWAP) secretariat;■ Road safety audit; and■ Monitoring-evaluation of project socio-eco impact.
4	Compensation	<ul style="list-style-type: none">■ Compensation of PAPs

ANNEX II
ALLOCATION OF THE LOAN

The present Annex indicates the categories of expenditure to be financed out of the resources of the Loan, and the allocation of total expenditure by the Fund.

Categories of Expenditure

Categories of Expenditure	Estimated Costs in Millions of UA		
	Foreign Currency Costs	Local Currency Costs	Total
Works	45.65	16.80	62.45
Services	2.97	1.14	4.11
Total	48.62	17.94	66.56

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n°45/2016 ryo ku wa 28/11/2016 ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekerye n'inguzanyo ingana na miliyonu mirongo itandatu n'eshehatu n'ibihumbi magana atanu na mirongo itandatu za «units of account» (66.560.000 UA) agenewe umushinga mpuzabihugu Uganda/Rwanda w'imihanda Busega - Mpigi na Kagitumba – Kayonza – Rusumo

Kigali, ku wa 28/11/2016

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
MUREKEZI Anastase
Minisitiri w'Intebé

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

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

Seen to be annexed to Law n°45/2016 of 28/11/2016 approving ratification of the Loan Agreement signed in Kigali, Rwanda, on 13 July 2016, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of sixty six million five hundred sixty thousand Units of Account (UA 66,560,000) for the multinational Uganda/Rwanda: Busega - Mpigi and Kagitumba - Kayonza - Rusumo roads project

Kigali, on 28/11/2016

(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 la Loi n°45/2016 du 28/11/2016 approuvant la ratification de l'accord de prêt signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de soixante-six millions cinq cent soixante mille Unités de Compte (66.560.000 UC) pour le projet multinational Ouganda/Rwanda des routes Busega - Mpigi et Kagitumba - Kayonza - Rusumo

Kigali, le 28/11/2016

(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 N° 46/2016 RYO KU WA 28/11/2016
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA, KU WA 13 NYAKANGA 2016,
HAGATI YA REPUBLIKA Y'U RWANDA
N'IKIGO CY'UBUYAPANI GISHINZWE
UBUTWERERANE MPUZAMAHANGA
(JICA), YEREKERANYE N'INGUZANYO
INGANA NA MILIYARI ESHESHATU NA
MILIYONI MAGANA INANI NA MIRONGO
INANI N'ICYENDA Z'AMAYENI
Y'UBUYAPANI (6.889.000.000 ₣) AGENEW
UMUSHINGA WO GUTUNGANYA
UMUHANDA RUSUMO-KAYONZA

LAW N°46/2016 OF 28/11/2016 APPROVING
RATIFICATION OF THE LOAN
AGREEMENT SIGNED IN KIGALI,
RWANDA, ON 13 JULY 2016, BETWEEN
THE REPUBLIC OF RWANDA AND THE
JAPAN INTERNATIONAL COOPERATION
AGENCY (JICA), RELATING TO THE
LOAN OF SIX BILLION EIGHT HUNDRED
EIGHTY NINE MILLION JAPANESE YEN
(¥ 6,889,000,000) FOR RUSUMO-KAYONZA
ROAD IMPROVEMENT PROJECT

LOI N°46/2016 DU 28/11/2016
APPROUVANT LA RATIFICATION DE
L'ACCORD DE PRET SIGNE A KIGALI, AU
RWANDA, LE 13 JUILLET 2016, ENTRE LA
REPUBLIQUE DU RWANDA ET
L'AGENCE JAPONAISE DE
COOPERATION INTERNATIONALE
(JICA), RELATIF AU PRET DE SIX
MILLIARDS HUIT CENT QUATRE-
VINGT-NEUF MILLIONS DE YEN
(6.889.000.000 ₣) POUR LE PROJET
D'AMELIORATION DE LA ROUTE
RUSUMO-KAYONZA

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

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de la présente loi

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ITEGEKO N°46/2016 RYO KU WA 28/11/2016
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA, KU WA 13 NYAKANGA 2016,
HAGATI YA REPUBLIKA Y'U RWANDA
N'IKIGO CY'UBUYAPANI GISHINZWE
UBUTWERERANE MPUZAMAHANGA
(JICA), YEREKERANYE N'INGUZANYO
INGANA NA MILIYARI ESHESHATU NA
MILIYONI MAGANA INANI NA MIRONGO
INANI N'ICYENDA Z'AMAYENI
Y'UBUYAPANI (6.889.000.000 ₣) AGENEWÉ
UMUSHINGA WO GUTUNGANYA
UMUHANDA RUSUMO-KAYONZA

**LAW N°46/2016 OF 28/11/2016 APPROVING
RATIFICATION OF THE LOAN
AGREEMENT SIGNED IN KIGALI,
RWANDA, ON 13 JULY 2016 , BETWEEN
THE REPUBLIC OF RWANDA AND THE
JAPAN INTERNATIONAL COOPERATION
AGENCY (JICA), RELATING TO THE
LOAN OF SIX BILLION EIGHT HUNDRED
EIGHTY NINE MILLION JAPANESE YEN (¥
6,889,000,000) FOR RUSUMO-KAYONZA
ROAD IMPROVEMENT PROJECT**

**LOI N°46/2016 DU 28/11/2016
APPROUVANT LA RATIFICATION DE
L'ACCORD DE PRET SIGNE A KIGALI, AU
RWANDA, LE 13 JUILLET 2016, ENTRE LA
REPUBLIQUE DU RWANDA ET
L'AGENCE JAPONAISE DE
COOPERATION INTERNATIONALE
(JICA), RELATIF AU PRET DE SIX
MILLIARDS HUIT CENT QUATRE-
VINGT-NEUF MILLIONS DE YEN
(6.889.000.000 ₣) POUR LE PROJET
D'AMELIORATION DE LA ROUTE
RUSUMO-KAYONZA**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

**INTEKO ISHINGA AMATEGEKO YEMEJE,
NONE NATWE DUHAMILLE, DUTANGAJE
ITEGEKO RITEYE RITYA KANDI
DUTEGETSE KO RYANDIKWA MU IGAZETI
YA LETA YA REPUBLIKA 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:

Umutwe w'Abadepite, mu nama yayo yo kuwa 25
Ukwakira 2016;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u
Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane

THE PARLIAMENT:

The Chamber of Deputies, in its session of 25
October 2016;

Pursuant to the Constitution of the Republic of
Rwanda of 2003 revised in 2015, especially in

LE PARLEMENT:

La Chambre des Députés, en sa séance du 25
octobre 2016;

Vu la Constitution de la République du Rwanda
de 2003 révisée en 2015, spécialement en ses

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 Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekanye n'inguzanyo ingana na miliyari esheshatu na miliyoni magana inani na mirongo inani n'icyenda z'Amayeni y'Ubuyapani (6.889.000.000 ¥) agenewe umushinga wo gutunganya umuhanda Rusumo-Kayonza;

YEMEJE:

Iningo ya mbere: Kwemera kwemeza burundi

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekanye n'inguzanyo ingana na miliyari esheshatu na miliyoni magana inani na mirongo inani n'icyenda z'Amayeni y'Ubuyapani (6.889.000.000 ¥) agenewe umushinga wo gutunganya umuhanda Rusumo-Kayonza, ari ku mugereka, yemerewe kwemezwa burundi.

Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

After consideration of the Loan Agreement signed in Kigali, Rwanda, on 13 July 2016, between the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the loan of six billion eight hundred eighty nine million Japanese Yen (¥ 6,889,000,000) for Rusumo-Kayonza Road Improvement Project;

articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Après examen de l'Accord de prêt signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au prêt de six milliards huit cent quatre-vingt-neuf millions de Yen Japonais (6.889.000.000 ¥) pour le projet d'amélioration de la route Rusumo- Kayonza;

ADOPTS:

Article One: Approval for ratification

The Loan Agreement signed in Kigali, Rwanda, on 13 July 2016, between the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the loan of six billion eight hundred eighty nine million Japanese Yen (¥ 6,889,000,000) for Rusumo - Kayonza road improvement project, in annex, is approved for ratification.

ADOPTE:

Article premier: Approbation pour ratification

L'Accord de prêt signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au prêt de six milliards huit cent quatre-vingt-neuf millions de Yen Japonais (6.889.000.000 ¥) pour le projet d'amélioration de la route Rusumo- Kayonza, 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 **28/11/2016**

(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 **28/11/2016**

(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 **28/11/2016**

(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'ITEGEKO N°46/2016
RYO KU WA 28/11/2016 RYEMERA
KWEMEZA BURUNDU AMASEZERANO
Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA, KU
WA 13 NYAKANGA 2016, HAGATI YA
REPUBLIKA Y'U RWANDA N'IKIGO
CY'UBUYAPANI GISHINZWE
UBUTWERERANE MPUZAMAHANGA
(JICA), YEREKERANYE N'INGUZANYO
INGANA NA MILIYARI ESHESHATU NA
MILYONI MAGANA INANI NA
MIRONGO INANI N'ICYENDA
Z'AMAYENI Y'UBUYAPANI (6.889.000.000
¥) AGENEWÉ UMUSHINGA WO
GUTUNGANYA UMUHANDA RUSUMO-
KAYONZA

ANNEX TO LAW N°46/2016 OF 28/11/2016
APPROVING RATIFICATION OF THE LOAN
AGREEMENT SIGNED IN KIGALI,
RWANDA, ON 13 JULY 2016, BETWEEN THE
REPUBLIC OF RWANDA AND THE JAPAN
INTERNATIONAL COOPERATION
AGENCY (JICA), RELATING TO THE LOAN
OF SIX BILLION EIGHT HUNDRED EIGHTY
NINE MILLION JAPANESE YEN (¥
6,889,000,000) FOR RUSUMO-KAYONZA
ROAD IMPROVEMENT PROJECT

ANNEXE A LA LOI N°46/2016 DU 28/11/2016
APPROUVANT LA RATIFICATION DE
L'ACCORD DE PRET SIGNE A KIGALI, AU
RWANDA, LE 13 JUILLET 2016, ENTRE LA
REPUBLIQUE DU RWANDA ET L'AGENCE
JAPONAISE DE COOPERATION
INTERNATIONALE (JICA), RELATIF AU
PRET DE SIX MILLIARDS HUIT CENT
QUATRE-VINGT-NEUF MILLIONS DE YEN
(6.889.000.000 ¥) POUR LE PROJET
D'AMELIORATION DE LA ROUTE
RUSUMO-KAYONZA

Loan Agreement No. RW-P3

LOAN AGREEMENT

For

Rusumo-Kayonza Road Improvement Project

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Dated July 13, 2016

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Loan Agreement No. RW-P3, dated July 13 2016, between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE REPUBLIC OF RWANDA

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE REPUBLIC OF RWANDA dated July 13 2016 concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Republic of Rwanda,

the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and THE GOVERNMENT OF THE REPUBLIC OF RWANDA (hereinafter referred to as the "Borrower") herewith conclude the following Loan Agreement (hereinafter referred to as the "Loan Agreement", which includes all agreements supplemental hereto).

Article I

Loan

Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding SIX BILLION EIGHT HUNDRED EIGHTY NINE MILLION Japanese Yen (¥6,889,000,000) as the principal for the implementation of Rusumo-Kayonza Road Improvement Project described in Schedule 1 attached hereto (hereinafter referred to as the "Project") in the form of co-financing with Kagitumba-Kayonza-Rusumo Road Rehabilitation Project extended by African Development Fund (hereinafter referred to as "AfDF") on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the "Loan"); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the above-mentioned maximum amount of the Loan, JICA shall make no further disbursement.

Section 2. Use of Proceeds of Loan

- (1) The Borrower shall cause the proceeds of the Loan to be used for the purchase of eligible goods and services necessary for the implementation of the Project from suppliers, contractors or consultants (hereinafter collectively referred to as the "Supplier(s)") of the eligible source country(ies) described in Section 2. of Schedule 4 attached hereto (hereinafter referred to as the "Eligible Source Country(ies)") in accordance with the allocation described in Schedule 2 attached hereto.
- (2) The final disbursement under the Loan Agreement shall be made within the period from the Effective Date of the Loan Agreement to the same day and month five (5) years after the effective date of the Loan Agreement unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the "Disbursement Period"), and no further disbursement shall be made by JICA after the Disbursement Period has expired.
- (3) Notwithstanding the stipulation in Section 2. (2) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.

Article II

Repayment and Interest

Section 1. Repayment of Principal

The Borrower shall repay the principal of the Loan to JICA in accordance with the Amortization Schedule as set forth in Schedule 3 attached hereto.

Section 2. Interest and Method of Payment thereof

The Borrower shall pay the interest to JICA semi-annually on July 20 and January 20 each year (hereinafter each referred to as the "Payment Date") in arrears at the rate of one-hundredth percent (0.01%) per annum on the principal disbursed and outstanding for each Interest Period.

Article III

Particular Covenants

Section 1. General Terms and Conditions

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in JICA's General Terms and Conditions for Japanese ODA Loans, dated November 2014 (hereinafter referred to as the "General Terms and Conditions"), with the following supplemental stipulations:

- (1) The Front-End Fee and the Prepayment Premium shall not be charged or payable hereunder, and therefore, the Articles and Sections of the General Terms and Conditions or any part thereof applicable or referring to the Front-End Fee and/or the Prepayment Premium shall be disregarded.
- (2) Section 3.02. (3) of the General Terms and Conditions shall be read as follows:
 - (3) The Borrower may, upon giving a written notice to JICA not less than thirty (30) days prior to the Requested Prepayment Date, prepay in whole or in part the principal of the Loan outstanding as of the Requested Prepayment Date together with the interest accrued thereon. The prepaid amount of the principal of the Loan shall be applied to the installments of repayment of the principal in inverse order of maturity, in principle.
- (3) With regard to Section 3.08. (1) of the General Terms and Conditions, the Borrower shall have all repayment and/or prepayment of principal and payment of Refund, interest and Any Other Charges under the Loan Agreement credited to "JICA-Loan" account No. 0207787 with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Head Office, Japan.
- (4) The following (i) shall be added to Section 6.01. of the General Terms and Conditions:
 - (i) An event that AfDF shall, under the provisions of the loan agreements between AfDF and the Borrower for the Project, become itself entitled to suspend or terminate disbursement to the Borrower and/or to declare all of the principal then outstanding, with the interest and the charges thereon to be due and payable immediately.

Section 2. Procurement Procedure

The guidelines for procurement and for the employment of consultants mentioned in Section 4.01. of the General Terms and Conditions shall be as stipulated in the Procurement Procedure attached hereto as Schedule 4.

Section 3. Disbursement Procedure

- (1) The disbursement procedure mentioned in Section 5.01. of the General Terms and Conditions shall be Commitment Procedure, Reimbursement Procedure, and/or Transfer Procedure as stipulated in the Schedule(s) attached hereto.
- (2) JICA may designate AfDF as its agent and authorize it to act on behalf of JICA with respect to the disbursement procedure under the Loan Agreement. AfDF on behalf of JICA may make inquiries to the Borrower should there be any question concerning the adequacy of any disbursement request.

Section 4. Administration of Loan

- (1) The Borrower shall authorize Rwanda Transport Development Agency (hereinafter referred to as the "Executing Agency") as the executing agency.
- (2) The Borrower shall cause the Executing Agency to employ consultants for the implementation of the Project.
- (3) The Borrower may, out of the proceeds of the Loan, make a loan(s) to the Executing Agency (hereinafter referred to as the "Sub-loan") for the implementation of the Project. The terms and conditions of the Sub-loan shall be no less favorable than those of the Loan Agreement.
- (4) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.
- (5) The Borrower shall cause the Executing Agency to furnish JICA, via AfDF, with progress reports for the Project on a quarterly basis (in July, October, January and April of each year) until the Project is completed, in the agreed

form with AfDF.

- (6) Promptly, but in any event not later than six (6) months after completion of the Project, the Borrower shall cause the Executing Agency to furnish JICA, via AfDF, with a project completion report in the agreed form with AfDF.

Section 5. Table of Contents and Headings

Table of Contents and the headings of Articles or Sections herein are inserted for convenient reference only, are not part of the Loan Agreement and do not affect the construction of, or be taken into consideration in interpreting the Loan Agreement.

Section 6. Notices and Requests

The following addresses are specified for the purpose of Section 9.03. of the General Terms and Conditions:

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY

Africa Department

Nibancho Center Building 5-25

Niban-cho, Chiyoda-ku, Tokyo 102-8012

Attention: Director General

For the Borrower

Postal address:

Ministry of Finance and Economic Planning

P.O.Box 158, Kigali, Rwanda

Attention: Minister of Finance and Economic Planning

If the above addresses and/or names are changed, the party concerned shall immediately notify the other party hereto in writing of the new addresses and/or names.

IN WITNESS WHEREOF, JICA and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered at Kigali, Rwanda, as of the day and year first above written.

For

JAPAN INTERNATIONAL
COOPERATION AGENCY

高田 譲
高田謙

Hiroyuki Takada
Chief Representative
JICA Rwanda Office

For

THE GOVERNMENT OF THE
REPUBLIC OF RWANDA



Claver GATETE
Minister for Finance and
Economic Planning

Schedule 1

Description of Project

Section 1. Outline of the Project

(1) Objective:

The objective of the Project is to develop the road transportation capacity and transportation network of the Republic of Rwanda and Central Corridor through rehabilitation and upgrading roads, thereby contributing to the vitalization of distribution in the Republic of Rwanda and surrounding countries.

(2) Location:

Eastern Province of Rwanda

(3) Executing Agency:

Rwanda Transport Development Agency

(4) Scope of the Work:

- (a) Civil Works
- (b) Consulting Service

The proceeds of the Loan are available for the above items (a) and (b).

Any balances remaining on the aforementioned items are to be financed by the Borrower and other fund sources.

Section 2. Limitation of Government Budget

Disbursement of the proceeds of the Loan shall be made within the limit of the Japanese Government's annual budgetary appropriations for JICA.

Schedule 2

Allocation of Proceeds of Loan

Section 1. Allocation

Category	Amount of the Loan Allocated (in million Japanese Yen)	% of Expenditure to be Financed
(A) Civil Works	5,957	100%
(B) Consulting Services	270	100%
(C) Contingencies	662	—
Total	6,889	

Note: Items not eligible for financing are as shown below.

- (a) General administration expenses
- (b) Taxes and duties
- (c) Purchase of land and other real property
- (d) Compensation
- (e) Other indirect items

With regard to disbursement in any of Categories (A) and (B), the amount to be disbursed shall be calculated from the eligible expenditure by multiplying with the percentage of the respective Category stipulated in this section, unless otherwise agreed upon between JICA and the Borrower.

Section 2. Reallocation upon change in cost estimates

If the estimated cost of items included in any of Categories (A) and (B) shall increase, the amount equal to the portion, if any, of such increase to be

financed out of the proceeds of the Loan, will be allocated by JICA, at the request of the Borrower, to such Category from other Categories, subject, however, to the requirements for contingencies, as determined by JICA, in respect of the cost of items in the other Categories.

Schedule 3

Amortization Schedule

Due Date	Amount (in Japanese Yen)
On July 20, 2026	112,960,000
On each January 20 and July 20 beginning January 20, 2027 through July 20, 2056	112,934,000

Schedule 4

Procurement Procedure

Section 1. Guidelines to be used for procurement under the Loan

Procurement of all goods and services, to be financed out of the proceeds of the Loan, shall be in accordance with the ACFA Technical Annex of the “Guidelines for the Implementation of the Accelerated Co-Financing Facility for Africa (ACFA)” agreed between the African Development Bank, AfDF and JICA on February 6, 2012 (hereinafter referred to as the “ACFA Technical Annex”).

Section 2. Eligible Source Country(ies)

The Eligible Source Country(ies) for procurement of all goods and services (including consulting services) to be financed out of the proceeds of the Loan are all countries and areas.

Section 3. JICA’s review of decisions relating to procurement of goods and services (except consulting services)

The Borrower shall furnish AfDF with “REQUEST FOR REVIEW OF CONTRACT” (as per sample form No. 1 attached hereto) accompanied by one copy of the contract. After AfDF’s review and concurrence of the contract, AfDF will submit to JICA a copy of the contract with related documents for JICA’s reference.

Section 4. JICA’s review of decisions relating to employment of consultants

The Borrower shall furnish AfDF with “REQUEST FOR REVIEW OF CONTRACT (for consulting services)” (as per sample form No. 2 attached hereto) accompanied by one copy of the contract. After AfDF’s review and concurrence of the contract, AfDF will submit to JICA a copy of the contract with related documents for JICA’s reference.

Form No. 1

Date:
Ref. No.

The African Development Fund

Attention: [Appropriate Personnel of the African Development Fund]

Ladies and Gentlemen:

REQUEST FOR REVIEW OF CONTRACT

In accordance with the relevant provisions of the JICA Loan Agreement No. RW-P3 and AfDF Project ID Np. P-Z1-DB0-105 (Loan Agreement No. XXX), dated July DD, 2016 and July DD, 2016, respectively, for the Rusumo-Kayonza Road Improvement Project, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: _____
2. Name and Nationality of the Supplier: _____
3. Address of the Supplier: _____
4. Name of the Purchaser: _____
5. Contract Amount: _____
6. Amount of Financing Applied for: _____
7. Description and Origin of the Goods: _____
8. (In case the Supplier is a joint venture) Name, Nationality and Address of each company of the Joint Venture:
(A company): _____
(B company): _____

We should be grateful if you would notify us of your concurrence to the Contract by sending us a letter of no objection.

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Form No. 2

Date:
Ref. No.

The African Development Fund

Attention: [Appropriate Personnel of the African Development Fund]

Ladies and Gentlemen:

REQUEST FOR REVIEW OF CONTRACT (for consulting services)

In accordance with the relevant provisions of the JICA Loan Agreement No. RW-P3 and AfDF Project ID Np. P-Z1-DB0-105 (Loan Agreement No. XXX), dated July DD, 2016 and July DD, 2016, respectively, for the Rusumo-Kayonza Road Improvement Project, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: _____
2. Name and Nationality of the Consultant: _____
3. Address of the Consultant: _____
4. Name of the Employer: _____
5. Contract Amount: _____
6. Eligible Expenditure: _____
7. Amount of Financing Applied for: _____
(representing ____ % of eligible expenditure)
8. (In case the Consultant is a Joint Venture) Name, Nationality and Address of each company of the Joint Venture:
(A company): _____
(B company): _____

We should be grateful if you would notify us of your concurrence to the Contract.

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Schedule 5
Commitment Procedure

Brochure on Commitment Procedure for Japanese ODA Loans dated August 2012, as may be amended from time to time, (hereinafter referred to as the "Commitment Brochure") shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the purchase of goods and services from the Supplier(s) with respect to the portion of the contract stated in the internationally traded currency other than that of the Republic of Rwanda.

The Paying Bank and the Issuing Bank mentioned in the Commitment Brochure shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.

Schedule 6

Reimbursement Procedure

Brochure on Reimbursement Procedure for Japanese ODA Loans dated August 2012, as may be amended from time to time, (hereinafter referred to as the "Reimbursement Brochure") shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the payments already made to the Supplier(s).

1. The Paying Bank mentioned in this Schedule, including the Reimbursement Brochure, shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.
2. The Agent Bank mentioned in the Reimbursement Brochure shall be the National Bank of Rwanda.
3. The following shall be substituted for Section 2.01. of the Reimbursement Brochure:
 - 2.01. This brochure is to be followed in cases where expenditures, eligible for JICA's financing, have already been incurred. The Borrower shall request JICA, to make reimbursement for a sum not exceeding the amount actually paid to the suppliers, contractors or consultants (hereinafter collectively referred to as the "Supplier(s)") by sending to JICA and AfDF a Request for Reimbursement in accordance with the attached Form RFD(R). Each Request for Reimbursement shall be accompanied by the following documents:
 - (a) Summary Sheet of Payments made substantially as per Form SSP(R); and
 - (b) supporting documents evidencing each payment and its usage, as stipulated in the Loan Agreement.

4. The supporting documents evidencing each payment and its usage, as mentioned in paragraph 3. above, shall be as follows:

- (1) For payments to the supplier(s) for delivery/shipment of goods:
 - (a) the invoice from the supplier(s) specifying the goods, with their quantities and prices, which have been or are being supplied/shipped and, if any, bill of lading or similar document evidencing shipment/delivery of the goods listed on the invoice; and

- (b) the receipt from the supplier(s) showing the date and amount of payment, bill of exchange or similar document evidencing the date and amount of payment made to the supplier(s).
- (2) For payments under civil works contracts:
- (a) the claim, bill or invoice from the contractor(s) showing, in sufficient detail, the work performed by the contractor(s) and amount claimed therefor, certified by the chief engineer or project officer of the Executing Agency assigned to the Project to the effect that the work performed by the contractor(s) is satisfactory and in accordance with the terms of the relevant contract; such certificate can be made separately from the claim, bill or invoice; and
- (b) the receipt from the contractor(s) showing the date and amount of payment, cancelled bank check, demand draft or similar document evidencing the date and amount of payment made to the contractor(s).
- (3) For payments for consulting services:
- (a) the claim from the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them; and
- (b) the receipt from the consultant(s) showing the date and amount of payment, cancelled bank check, demand draft or similar document evidencing the date and amount of payment made to the consultant(s).
- (4) For payments for other services rendered:
- (a) the claim, bill or invoice from the service provider(s) specifying the nature of services rendered and amounts charged therefor; and
- (b) the receipt from the service provider(s) showing the date and amount of payment, cancelled bank check, demand draft or similar document evidencing the date and amount of payment made.
- Note: If such services relate to importation of goods (e.g. freight, insurance payments), adequate references shall be given to enable JICA to relate each of these items to the specific goods, the cost of which has been or is to be financed by JICA.
5. Notwithstanding paragraphs 3. and 4. above, where AfDF acts as JICA's agent for the disbursement procedure, and when AfDF issues a notice as a result of the review for the disbursement documents including the supporting documents submitted by the Borrower (hereinafter referred to as the "ACFA Notice"), such ACFA Notice shall substitute the requirement of the supporting documents, to be submitted to JICA.

Schedule 7

Transfer Procedure

Brochure on Transfer Procedure for Japanese ODA Loans dated August 2012, as may be amended from time to time, (hereinafter referred to as the "Transfer Brochure"), shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the payments to be made to the Supplier(s).

1. The Paying Bank mentioned in this Schedule, including the Transfer Brochure, shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.
2. The Agent Bank mentioned in this Schedule, including the Transfer Brochure, shall be the National Bank of Rwanda.
3. The local currency of the Borrower's country wherever mentioned in the Transfer Brochure is Rwandan Franc.
4. The following shall be substituted for Sections 3.02. (1) and 4.02. (1) of the Transfer Brochure:

3.02. Request for Disbursement

(1) When the Borrower receives Claims for Payment from the Supplier(s) (made substantially as per Form CFP attached hereto), the Borrower shall request JICA to make disbursement for a sum not exceeding the amount actually claimed by the Supplier(s) by sending to JICA and AfDF, a Request for Disbursement in accordance with the attached Form RFD(T). Each request shall be accompanied by the following documents:

- (a) Summary Sheet of Payments made substantially as per Form SSP(T) attached hereto;
- (b) copy of Transfer Instruction for Type A addressed to the paying Bank, made substantially as per attached Form TI-A;
- (c) Claims for Payment evidencing the amount to be paid to the Supplier(s); and
- (d) supporting documents evidencing each payment and its usage, as stipulated in the Loan Agreement.

4.02. Request for Disbursement

(1) When the Borrower receives Claims for Payment from the Supplier(s) (made substantially as per Form CFP attached hereto), the Borrower shall request JICA to make disbursement for a sum not exceeding the amount actually claimed by the Supplier(s) by sending to JICA and AfDF, a Request for Disbursement in accordance with the attached Form RFD(T). Each request shall be accompanied by the following documents:

- (a) Summary Sheet of Payments made substantially as per Form SSP(T) attached hereto;
- (b) copy of Transfer Instruction for Type B addressed to the Agent Bank, made substantially as per attached Form TI-B;
- (c) Claims for Payment evidencing the amount to be paid to the Supplier(s); and
- (d) supporting documents evidencing each payment and its usage, as stipulated in the Loan Agreement.

5. The supporting documents evidencing each payment and its usage, as mentioned in paragraph 4. above, shall be as follows:

- (1) For payments to the supplier(s) for shipment/delivery of goods:
 - (a) the invoice from the supplier(s) specifying the goods, with their quantities and prices, which have been or are being supplied/shipped and if any, bill of lading or similar document evidencing shipment/delivery of the goods listed on the invoice.
- (2) For payments under civil works contracts:
 - (a) the claim, bill or invoice from the contractor(s) showing, in sufficient detail, the work performed by the contractor(s) and amount claimed therefor, certified by the chief engineer or project officer of the Executing Agency assigned to the Project to the effect that the work performed by the contractor(s) is satisfactory and in accordance with the terms of the relevant contract; such certificate can be made separately from the claim, bill or invoice.
- (3) For payments for consulting services:
 - (a) the claim from the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them.
- (4) For payments for other services rendered:
 - (a) the claim, bill or invoice from the service provider(s) specifying the nature of services rendered and amounts charged therefor.

6. The following shall be substituted for Section 2.02. of the Reimbursement Brochure:

2.02. When JICA finds the Request for Reimbursement in order and in conformity with the relevant provisions of the Loan Agreement, JICA shall make disbursement in Japanese Yen. Reimbursement will be made, in principle, within fifteen (15) business days from the date of receipt of the ACFA Notice by paying into the non-resident Yen account (hereinafter referred to as the "Loan account"), which shall be opened, in accordance with the relevant laws and regulations of Japan, in advance with a bank in Tokyo (hereinafter referred to as the, "Paying Bank") stipulated in the Loan Agreement.

Note: If such services relate to importation of goods (e.g. freight, insurance payments), adequate references shall be given to enable JICA to relate each of these items to the specific goods, the cost of which has been or is to be financed by JICA.

6. Notwithstanding paragraphs 4. and 5. above, where AfDF acts as JICA's agent for the disbursement procedure, and when AfDF issues a notice as a result of the review for the disbursement documents including the supporting documents submitted by the Borrower (hereinafter referred to as the "ACFA Notice"), such ACFA Notice shall substitute the requirement of the supporting documents, to be submitted to JICA.
7. The following shall be substituted for Section 3.03. (1) and 4.03. (1) of the Transfer Brochure:

3.03. Disbursement

(1) When JICA finds the Request for Disbursement in order and in conformity with the relevant provisions of the Loan Agreement, JICA shall make disbursement in Japanese Yen, in principle, within fifteen (15) business days from the date of receipt of the ACFA Notice by paying into the Loan Account.

4.03. Disbursement

(1) When JICA finds the Request for Disbursement in order and in conformity with the relevant provisions of the Loan Agreement, JICA shall make disbursement in Japanese Yen, in principle, within fifteen (15) business days from the date of receipt of the ACFA Notice by paying into the Loan Account.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n°46/2016 ryo ku wa 28/11/2016 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekanye n'inguzanyo ingana na miliyari esheshatu na miliyoni magana inani na mirongo inani n'icyenda z'Amayeni y'Ubuyapani (6.889.000.000 ¥) agenewe umushinga wo gutunganya umuhanda Rusumo-Kayonza

Kigali, ku wa 28/11/2016

(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 Law n°46/2016 Of 28/11/2016 approving ratification of the Loan Agreement signed in Kigali, Rwanda, on 13 July 2016 , between the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the loan of six billion eight hundred eighty nine million Japanese Yen (¥ 6,889,000,000) for Rusumo-Kayonza road improvement project

Kigali, on 28/11/2016

(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 Loi n°46/2016 du 28/11/2016 approuvant la ratification de l'Accord de Prêt signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au prêt de six milliards huit cent quatre-vingt-neuf millions de yen (6.889.000.000 ¥) pour le projet d'amélioration de la route Rusumo-Kayonza

Kigali, le 28/11/2016

(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 N° 47/2016 RYO KU WA 28/11/2016
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA, KU WA 13 NYAKANGA 2016,
HAGATI YA REPUBLIKA Y'U RWANDA NA
BANKI NYAFURIKA ITSURA
AMAJYAMBERE (ADB), IHAGARARIYE
IKIGEGA CY'INGOBOKA KU BUFATANYE
BW'UMURYANGO W'IBIHUGU
BY'UBURAYI NA AFURIKA
CY'IBIKORWAREMEZO, YEREKERANYE
N'IMPANO INGANA NA MILIYONI
MAKUMYABIRI Z'AMAYERO (20.000.000 €)
AGENEWE UMUSHINGA MPUZABIHUGU
UGANDA/RWANDA W'IMIHANDA BUSEGA-
MPIGI NA KAGITUMBA- KAYONZA-
RUSUMO

LAW N°47/2016 OF 28/11/2016 APPROVING
RATIFICATION OF THE PROTOCOL OF
AGREEMENT SIGNED IN KIGALI,
RWANDA, ON 13 JULY 2016, BETWEEN THE
REPUBLIC OF RWANDA AND THE
AFRICAN DEVELOPMENT BANK (ADB),
ACTING FOR THE EUROPEAN UNION-
AFRICA INFRASTRUCTURE TRUST FUND,
RELATING TO THE GRANT OF TWENTY
MILLION EUROS (€ 20,000,000) FOR THE
MULTINATIONAL UGANDA/RWANDA:
BUSEGA-MPIGI AND KAGITUMBA-
KAYONZA-RUSUMO ROADS PROJECT

LOI N°47/2016 DU 28/11/2016
APPROUVANT LA RATIFICATION DU
PROTOCOLE D'ACCORD SIGNE A
KIGALI, AU RWANDA, LE 13 JUILLET
2016, ENTRE LA REPUBLIQUE DU
RWANDA ET LA BANQUE AFRICAINE DE
DEVELOPPEMENT (BAD), AGISSANT
POUR LE COMPTE DU FONDS
FIDUCIAIRE UNION EUROPEENNE-
AFRIQUE POUR LES
INFRASTRUCTURES, RELATIF AU DON
DE VINGT MILLIONS D'EUROS (20.000.000
€) POUR LE PROJET MULTINATIONAL
OUGANDA/RWANDA DES ROUTES
BUSEGA-MPIGI ET KAGITUMBA -
KAYONZA - RUSUMO

ISHAKIRO

Iningo ya mbere : Kwemera kwemeza
burundu

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

Iningo ya 3: Igihe iri tegeko ritangira
gukurikizwa

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ITEGEKO N°47/2016 RYO KUWA 28/11/2016
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA, KU WA 13 NYAKANGA 2016,
HAGATI YA REPUBLIKA Y'U RWANDA NA
BANKI NYAFURIKA ITSURA
AMAJYAMBERE (ADB), IHAGARARIYE
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AGENEWE UMUSHINGA MPUZABIHUGU
UGANDA/RWANDA W'IMIHANDA BUSEGA-
MPIGI NA KAGITUMBA- KAYONZA-
RUSUMO

**LAW N°47/2016 OF 28/11/2016 APPROVING
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MULTINATIONAL UGANDA/RWANDA:
BUSEGA-MPIGI AND KAGITUMBA-
KAYONZA-RUSUMO ROADS PROJECT**

**LOI N°47/2016 DU 28/11/2016
APPROUVANT LA RATIFICATION DU
PROTOCOLE D'ACCORD SIGNE A
KIGALI, AU RWANDA, LE 13 JUILLET
2016, ENTRE LA REPUBLIQUE DU
RWANDA ET LA BANQUE AFRICAINE DE
DEVELOPPEMENT (BAD), AGISSANT
POUR LE COMPTE DU FONDS
FIDUCIAIRE UNION EUROPEENNE-
AFRIQUE POUR LES
INFRASTRUCTURES, RELATIF AU DON
DE VINGT MILLIONS D'EUROS (20.000.000
€) POUR LE PROJET MULTINATIONAL
OUGANDA/RWANDA DES ROUTES
BUSEGA-MPIGI ET KAGITUMBA -
KAYONZA - RUSUMO**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

INTEKO ISHINGA AMATEGEKO YEMEJE,
NONE NATWE DUHAMILJE, DUTANGAJE
ITEGEKO RITEYE RITYA KANDI
DUTEGETSE KO RYANDIKWA MU IGAZETI
YA LETA YA REPUBLIKA Y'U RWANDA
INTEKO ISHINGA AMATEGEKO:

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:**

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 :**

Umutwe w'Abadepite, mu nama yayo yo ku wa 25
Ukwakira 2016;
Ishingye ku Itegeko Nshinga rya Repubulika y'u
Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane

The Chamber of Deputies, in its session of 25
October 2016;
Pursuant to the Constitution of the Republic of
Rwanda of 2003 revised in 2015, especially in

La Chambre des Députés, en sa séance du 25
octobre 2016;
Vu la Constitution de la République du Rwanda
de 2003 révisée en 2015, spécialement en ses

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'impano yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Republiku y'u Rwanda na Banki Nyafurika Itsura Amajyambere (ADB), ihagarariye Ikigega cy'Ingoboka ku bufatanye bw'Umuryango w'Ibihugu by'Uburayi na Afurika cy'Ibikorwaremezo, yerekanye n'impano ingana na miliyonu makumyabiri z'Amayero (20.000.000 €) agenewe umushinga mpuzabihugu Uganda/Rwanda w'imihanda Busega-Mpigi na Kagitumba-Kayonza-Rusumo;

YEMEJE:

Iningo ya mbere : Kwemera kwemeza burundi

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Republiku y'u Rwanda na Banki Nyafurika Itsura Amajyambere (ADB), ihagarariye Ikigega cy'Ingoboka ku bufatanye bw'Umuryango w'Ibihugu by'Uburayi na Afurika cy'Ibikorwaremezo, yerekanye n'impano ingana na miliyonu makumyabiri z'Amayero (20.000.000 €) agenewe umushinga mpuzabihugu Uganda/Rwanda w'imihanda Busega-Mpigi na Kagitumba-Kayonza-Rusumo, ari ku mugereka, yemerewe kwemezwa burundi.

Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

After consideration of the Protocol of Agreement signed in Kigali, Rwanda, on 13 July 2016, between the Republic of Rwanda and the African Development Bank (ADB), acting for the European Union-Africa Infrastructure Trust Fund, relating to the grant of twenty million Euros (€ 20,000,000) for the multinational Uganda/Rwanda: Busega-Mpigi and Kagitumba – Kayonza -Rusumo roads project;

ADOPTS:

Article one: Approval for ratification

The Protocol of Agreement signed in Kigali, Rwanda, on 13 July 2016, between the Republic of Rwanda and the African Development Bank (ADB), acting for the European Union-Africa Infrastructure Trust Fund, relating to the grant of twenty million Euros (€ 20,000,000) for the multinational Uganda/Rwanda: Busega-Mpigi and Kagitumba-Kayonza-Rusumo roads project, in annex, is approved for ratification.

articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Après examen du Protocole d'Accord signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et la Banque Africaine de Développement (BAD), agissant pour le compte du Fonds Fiduciaire Union Européenne-Afrique pour les Infrastructures, relatif au don de vingt millions d'Euros (20.000.000 €) pour le projet multinational Ouganda/Rwanda des routes Busega-Mpigi et Kagitumba-Kayonza-Rusumo ;

ADOPTE :

Article premier: Approbation pour ratification

Le Protocole d'Accord signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et la Banque Africaine de Développement (BAD), agissant pour le compte du Fonds Fiduciaire Union Européenne - Afrique pour les Infrastructures, relatif au don de vingt millions d'Euros (20.000.000 €) pour le projet multinational Ouganda/Rwanda des routes Busega-Mpigi et Kagitumba-Kayonza-Rusumo, en annexe, est approuvé pour ratification.

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

Iri tegeko ryateguve 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 **28/11/2016**

(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 **28/11/2016**

(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 **28/11/2016**

(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'ITEGEKO N°47/2016 RYO
KUWA 28/11/2016 RYEMERA KWEMEZA
BURUNDU AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA, KU WA 13 NYAKANGA 2016,
HAGATI YA REPUBLIKA Y'U RWANDA
NA BANKI NYAFURIKA ITSURA
AMAJYAMBERE (ADB), IHAGARARIYE
IKIGEGA CY'INGOBOKA KU BUFATANYE
BW'UMURYANGO W'IBIHUGU
BY'UBURAYI NA AFURIKA
CY'IBIKORWAREMEZO, YEREKERANYE
N'IMPANO INGANA NA MILIYONI
MAKUMYABIRI Z'AMAYERO (20.000.000 €)
AGENEWE UMUSHINGA MPUZABIHUGU
UGANDA/RWANDA W'IMIHANDA
BUSEGA-MPIGI NA KAGITUMBA-
KAYONZA-RUSUMO

ANNEX TO LAW N°47/2016 OF 28/11/2016
APPROVING RATIFICATION OF THE
PROTOCOL OF AGREEMENT SIGNED
IN KIGALI, RWANDA, ON 13 JULY 2016,
BETWEEN THE REPUBLIC OF
RWANDA AND THE AFRICAN
DEVELOPMENT BANK (ADB), ACTING
FOR THE EUROPEAN UNION-AFRICA
INFRASTRUCTURE TRUST FUND,
RELATING TO THE GRANT OF
TWENTY MILLION EUROS (€ 20,000,000)
FOR THE MULTINATIONAL
UGANDA/RWANDA: BUSEGA-MPIGI
AND KAGITUMBA- KAYONZA-
RUSUMO ROADS PROJECT

ANNEXE A LA LOI N°47/2016 DU 28/11/2016
APPROUVANT LA RATIFICATION DU
PROTOCOLE D'ACCORD SIGNE A
KIGALI, AU RWANDA, LE 13 JUILLET
2016, ENTRE LA REPUBLIQUE DU
RWANDA ET LA BANQUE AFRICAINE DE
DEVELOPPEMENT (BAD), AGISSANT POUR
LE COMPTE DU FONDS FIDUCIAIRE
UNION EUROPEENNE-AFRIQUE POUR
LES INFRASTRUCTURES, RELATIF AU
DON DE VINGT MILLIONS D'EUROS
(20.000.000 €) POUR LE PROJET
MULTINATIONAL OUGANDA/RWANDA
DES ROUTES BUSEGA-MPIGI ET
KAGITUMBA – KAYONZA - RUSUMO



**PROTOCOL OF AGREEMENT
BETWEEN
THE REPUBLIC OF RWANDA
AND
THE AFRICAN DEVELOPMENT BANK**
(ACTING FOR THE EU-AFRICA INFRASTRUCTURE TRUST FUND)

**(MULTINATIONAL: UGANDA / RWANDA: BUSEGA – MPIGI
AND KAGITUMBA – KAYONZA – RUSUMO ROADS PROJECT)**

**PROTOCOL OF AGREEMENT
BETWEEN
THE REPUBLIC OF RWANDA
AND
THE AFRICAN DEVELOPMENT BANK
(ACTING FOR THE EU-AFRICA INFRASTRUCTURE TRUST FUND)**

**(MULTINATIONAL: UGANDA / RWANDA: BUSEGA – MPIGI
AND KAGITUMBA – KAYONZA – RUSUMO ROADS PROJECT)**

**PROJECT ID No : P-Z1-DB0-170
GRANT No : 5580155000501**

This Protocol of Agreement (hereinafter referred to as the "Agreement") is entered into this 13th day of July 2016, between the REPUBLIC OF RWANDA, (hereinafter referred to as the "Recipient") and the AFRICAN DEVELOPMENT BANK (hereinafter referred to as the "Bank"), acting for the EU-Africa Infrastructure Trust Fund, the Recipient and the Bank being hereinafter jointly referred to as the "parties".

1. WHEREAS the Recipient and the Bank have agreed to implement the Multinational: Uganda / Rwanda: Busega – Mpigi and Kagitumba – Kayonza – Rusumo Roads Project (hereinafter the "Project");
2. WHEREAS the Project is being co-financed by the Bank Group by means of a loan (the "ADF Loan") in an amount not exceeding Sixty Six Million Five Hundred and sixty Million Units of Account (UA 66,560,000);
3. WHEREAS the EU-Africa Infrastructure Trust Fund (hereinafter referred to as the "EU-AITF") an instrument of EU-Africa Infrastructure Partnership, was set up in 2007 to promote through grants, infrastructure

projects to national or regional or multinational character in Sub-Saharan Africa;

4. WHEREAS pursuant to a Letter of Intent dated 8 July 2015, the European Investment Bank, acting in its capacity as Manager of the EU-AITF and the ITF Executive Committee have confirmed their intent to provide grant financing to the Bank, as Lead Financier of the Project, in an aggregate amount specified hereunder (the “Grant”), in support of the Project;

5. WHEREAS the Recipient has requested the Bank to support the implementation of the Project by providing the Grant, from the resources of the EU-AITF, to the Recipient in the amount specified hereunder;

6. WHEREAS the Recipient has declared its commitment to the execution of the Project;

7. WHEREAS the Rwanda Transport Development Agency (hereinafter referred to as “RTDA”) shall be the Executing Agency for the Project in Rwanda;

8. WHEREAS the Project is technically feasible, economically viable, socially desirable, environmentally sustainable and constitutes a suitable basis for financing under the activities of the Bank; and

9. WHEREAS the Bank, acting for the EU-Africa Infrastructure Trust Fund, has agreed on the basis, *inter alia*, of the foregoing, to provide the Grant to the Recipient upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I
GENERAL CONDITIONS - DEFINITIONS

Section 1.01. General Conditions. The parties to this Agreement accept all of the provisions of the *General Conditions Applicable to Protocols of Agreements for Grants of the African Development Fund*, as amended from time to time (hereinafter called the "General Conditions"), with the same force and effect as if they were fully set forth herein.

Section 1.02. Definitions. Whenever used in this Agreement, unless the context and the text otherwise require and establish, the several terms defined in the General Conditions shall have the respective meanings set forth therein.

ARTICLE II
THE GRANT

Section 2.01. Amount. The Bank agrees to provide to the Recipient, from the resources granted by EU-AITF, an amount not exceeding Twenty Million Euros (€20,000,000).

Section 2.02. Purpose. The purpose of the Grant is to finance part of the foreign currency costs and part of the local currency costs of the Project as described in Annex I of this Agreement.

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Section 2.03. Allocation. The Grant shall be allocated to various categories of expenditures of the Project in conformity with Annex II of this Agreement.

ARTICLE III

DISBURSEMENTS AND APPLICATION OF

AMOUNTS DISBURSED

Section 3.01. Disbursements. The amount of the Grant shall be disbursed by the Bank, subject to the provisions of this Agreement and the General Conditions, for the purposes set forth in this Agreement.

Section 3.02. Closing Date. **31 December 2020** or such later date as shall be agreed upon in writing between the Recipient and the Bank.

Section 3.03. Application of Disbursements. Amounts disbursed on account of the Grant shall be applied by the Recipient solely for the purposes for which they were disbursed.

ARTICLE IV

CONDITIONS PRECEDENT TO ENTRY INTO FORCE

Section 4.01. Conditions Precedent to Entry into Force. This Agreement shall enter into force on the date of signature by the Recipient and the Bank.

ARTICLE V

CONDITIONS PRECEDENT TO FIRST DISBURSEMENT, OTHER CONDITIONS AND UNDERTAKINGS

Section 5.01. Conditions Precedent to First Disbursement. The obligations of the Bank to make the first disbursement of the Grant shall be conditional upon the entry into force of this Agreement in accordance with Section 4.01 above and the submission by the Recipient of evidence, in form and substance satisfactory to the Bank, of the fulfilment of the following condition:

The Recipient shall provide evidence, in form and substance satisfactory to the Bank, confirming the following:

- a) the submission of an updated Resettlement Action Plan (RAP) for the Rwanda component of the Project in form and substance acceptable to the Bank, together with a Works and Compensation Schedule detailing the sections into which the works will be divided and a timeframe for the compensation and / or relocation / resettlement of all Project Affected Persons (PAPs) in each section; and
- b) the opening of a Special Account denominated in Euros in the National Bank of Rwanda, to receive part of the proceeds of the Grant.

Section 5.02. Other Conditions.

- a) The Recipient will provide evidence in form and substance acceptable to the Bank, confirming that prior to commencement of construction on any



section of the civil works in Rwanda, all Project Affected Persons with respect to such section have been compensated in accordance with the RAP and any updates to the RAP and the Works and Compensation Schedule; and

- b) The Recipient shall provide the Bank with a commitment letter confirming that a 5-year Term Maintenance Contract will be procured using Government of Rwanda resources in the final year of construction under the Project to ensure sustainability, and thereafter the Recipient will allocate maintenance funds for the Project road from the Road Maintenance Fund.

Section 5.03. Undertakings. Under this Agreement, the Recipient makes the following undertakings:

- a) To carry out, and cause their contractors to carry out the Project in accordance with: (i) the Bank's rules and procedures; (ii) national legislation; and (iii) the recommendations, requirements and mitigation measures set forth in the Environmental and Social Management Plan (ESMP) prepared for the Project;
- b) To submit to the Bank the Environment Licence before the commencement of Project implementation;
- c) To submit to the Bank Quarterly ESMP Implementation Reports and Annual ESSMP Reports;

- d) To undertake traffic counts on the Project roads on a bi-annual basis as from the commencement of the civil works, and on the national paved road network every two years;
- e) To provide the Bank with annual reports on measures adopted for the safety of the Project roads;
- f) To submit to the Bank half-yearly reports on the implementation of the RAP and the HIV/AIDS, STI, Malaria and TB awareness and prevention program; and
- g) To provide for the funds required as counterpart financing for the Project in its three years Mid-Term Expenditure Framework and in its annual budgets for all Fiscal Years when the Project is under implementation in Rwanda.

ARTICLE VI

REPORTING AND MONITORING

Section 6.01. Reports.

- a) The Recipient shall maintain proper records of account pursuant to Section 7.07 of the General Conditions, and shall prepare and furnish the Bank with quarterly project implementation report, within forty-five (45) calendar days of the end of each quarter; and

- b) The Recipient shall prepare and furnish the Bank with a Project Completion Report, within six (6) months following project completion.

Section 6.02. Audit. The Recipient shall submit to the Bank, within six (6) months after the end of each financial year, annual audited financial statements together with the auditor's report and management letter. The audit of the annual financial statements shall be conducted by the Office of the Auditor General (OAG) or an independent external auditor acceptable to the Bank, and in accordance with audit terms of reference approved by the Bank.

ARTICLE VII

PROCUREMENT OF WORKS AND SERVICES

Section 7.01. RTDA shall be responsible for the procurement of all works and services for the Project financed by the Grant.

Section 7.02. Procurement of Works.

The procurement of works shall be carried out in accordance with the Procurement Policy for the African Development Bank Group Funded Operations dated October 2015, as amended from time, and as further set out below:

Procurement of civil works for amounts exceeding UA 2.0 million per contract will be carried out under International Competitive Bidding (ICB) using the Bank's Standard Bidding Documents (SBD). Works procured under this

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method would include Lot 1 – Kagitumba - Gabiro (Section 1: Kagitumba – Bugaragara).

Section 7.03. Procurement of Services.

The procurement of consulting services required for the execution of the Project shall be carried out in accordance with the Procurement Policy for the African Development Bank Group Funded Operations dated October 2015, as amended from time, and as further set out below:

- a) Procurement of consultancy services for road studies technical assistance and capacity building will be done on the basis of an International short-list under Quality and Cost Based Selection (QCBS) method;
- b) Consulting services for: (i) road safety audit; and (ii) M & E of the Project socio economic impact will be procured under Quality and Cost Based Selection (QCBS) method;
- c) Consulting services for Support to the T-SWAP secretariat will be procured using the procedures for selection of Individual Consultants;
- d) Short lists of consultants for services estimated to cost less than UA 200,000 or equivalent per contract may be composed entirely of national consultants; and

- e) When the amount of the contract is less than UA 200,000 the Recipient may limit the publication of a Specific Procurement Notice (SPN) requesting for expressions of interest to national or regional newspapers. However, any eligible consultant, being regional or not, may express their desire to be short-listed. For contracts valued at more than UA 200,000 for Firms and UA 50,000 for individuals, advertisement of the procurement must be placed in the United Nations Development Business (UNDB) online and on the Bank's website.

Section 7.04. The Recipient shall ensure that the proceeds of the Grant are used exclusively for the procurement of services supplied from the eligible member states as described in Article 10.1 of *Guidelines for the Administration and Utilization of Grants from The EU-Africa Infrastructure Trust Bank (EU-AITF) version January 2015*, or as maybe amended from time to time.

Section 7.05. The Recipient shall submit to the Bank for the Bank's written approval, a Procurement Plan setting out: (i) the particular contracts for the goods, works, and/or services required to carry out the Project during an initial period of at least eighteen (18) months; (ii) the proposed methods for procurement of each such contract, and (iii) the related Bank review procedures. The Procurement Plan shall be updated during the implementation of the Project to cover each succeeding 18-month period or as otherwise required, in all cases subject to the approval of the Bank. Each update of the Procurement Plan and any proposed revision to a Procurement

Plan shall be submitted to the Bank for its prior written approval. The Recipient shall implement the Procurement Plan as approved by the Bank.

Section 7.06. Except as the Bank shall otherwise determine by notice to the Recipient, the following documents shall be subject to prior review and approval by the Bank: (i) General Procurement Notices; (ii) Specific Procurement Notices; (iii) Bidding Documents for Goods and Requests for Proposals from Consultants; (iv) Bid Evaluation Reports or Reports on Evaluation of Consultants' Proposals, including recommendations for contract awards; and (v) draft contracts, if these have been amended and differ from the drafts included in the tender documents.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Authorized Representatives. The Minister responsible for Finance and Economic Planning of the Recipient or such other person as the Minister may designate in writing shall be the authorized representative, who will, on behalf of the Recipient execute this Agreement and take any action required or permitted to be taken by the Recipient under this Protocol of Agreement.

Section 8.02. Date of the Agreement. For purposes of this Agreement, the date thereof shall be that appearing in the opening sentence of the preamble hereof.

Section 8.03. Addresses. The following addresses are specified for the purposes of giving or making any notice or request under this Protocol of Agreement:

For the Recipient:

Mail Address:

Ministry of Finance and Economic Planning
B. P. 158
Kigali
REPUBLIC OF RWANDA
Tel: (250) 252 575 756
Fax: (250) 252 577 581

For the Bank:

Headquarters Mail Address:

African Development Bank
01 B.P. 1387
Abidjan 01
REPUBLIC OF COTE D'IVOIRE
Tel: (225) 20 26 20 46

Attention:

Division Manager, OITC.2

- 13 -

IN WITNESS WHEREOF the Recipient and the Bank, each acting through its authorized representative, have signed this Agreement in two (2) originals, both in English, on the date first above written.

FOR THE REPUBLIC OF RWANDA



CLAVER GATETE
MINISTER OF FINANCE AND ECONOMIC PLANNING

FOR THE AFRICAN DEVELOPMENT BANK


Alpho Makonnen
NEGATU MAKONNEN
RESIDENT REPRESENTATIVE
RWANDA COUNTRY OFFICE

ANNEX I

PROJECT DESCRIPTION

1. Project Objectives and Outcomes

The sector goal of the Project is to contribute to socio-economic development, poverty reduction and regional integration in Rwanda and Uganda through an improved and sustainable transport system that links centers of economic activity. The Project objectives are two-fold: at regional level (for both countries), the objective is to contribute to improving road transportation and trade facilitation along the Northern Corridor (NC) via Mirama Hills / Kagitumba border, and the Central Corridor (CC) via Rusumo, and improve the traffic congestion between Kampala (Busega) and Mpigi (NC). At the national level, the objective is to contribute to improving transport services in eastern Rwanda (Kagitumba-Kayonza-Rusumo area), and in central Uganda (Kampala, Wakiso and Mpigi Districts) to stimulate and support local economic activities by reducing road maintenance costs, vehicle operating costs and travel time, and improve traffic congestion between Kampala (Busega) and Mpigi.

The expected Project outcomes are reduction in transport costs, increased economic empowerment of women, and improved performance of transport sector institutions. The expected outputs include: (i) construction and rehabilitation of roads, (ii) ancillary activities including sensitization and afforestation; (iii) studies; and (iv) provision of institutional support and capacity building.

2. Project Components

The Project has four main components in Rwanda, as summarized in the table below:

No	Component Name	Component Description
1	Civil works for the rehabilitation of Kagitumba – Kayonza - Rusumo road (208 km) in three lots and cross-cutting issues	<ul style="list-style-type: none">▪ Rehabilitation to a class 2 paved standard with a carriageway width of 7.4 m.
2	Supervision Consultancy services; technical audit	<ul style="list-style-type: none">▪ Design Review and construction supervision;▪ Quality Assurance;▪ Contract management; and Baseline data collection;▪ Technical audits.
3	Studies; Institutional support and ancillary works	<ul style="list-style-type: none">▪ Pipeline road project studies;▪ Cross-border markets near Rusumo and Kagitumba;▪ Capacity building for RTDA and trade facilitation;▪ Technical assistance for RTDA;▪ Training and capacity building for cross-border women traders at Kagitumba and Mirama Hills▪ Support to the Transport Sector Working Group (T-SWAP) secretariat;▪ Road safety audit; and▪ Monitoring-evaluation of project socio-eco impact.
4	Compensation	<ul style="list-style-type: none">▪ Compensation of PAPs

ANNEX II
ALLOCATION OF THE GRANT

This Annex indicates the categories of expenditure to be financed out of the resources of the Grant and the allocation of the resources to each category financed therein.

Categories of Expenditure

Categories of Expenditure	Estimated Costs in Millions of Euros		
	Foreign Currency Costs	Local Currency Costs	Total
Works	13.24	3.31	16.55
Services	2.76	0.69	3.45
Total	16.00	4.00	20.00

ANNEX III

This Annex indicates the details of works and services being financed out of the resources of the Grant:

Categories of Expenditure	Estimated Costs in Millions of Euros		
	Foreign Currency	Local Currency	Total
A. Works:	13.24	3.31	16.55
Lot 1 section 1 – Kagitumba - Bugaragara	13.24	3.31	16.55
B. Services:	2.76	0.69	3.45
Technical Assistance to RTDA	1.31	0.33	1.64
Capacity Building for RTDA	0.33	0.08	0.41
Support to T-SWAP	0.36	0.09	0.45
Road Studies	0.72	0.18	0.90
Monitoring & Evaluation of the Project socio-economic impacts	0.03	0.01	0.04
Road safety audit	0.01	0.00	0.01
Grand Total	16.00	4.00	20.00

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n°47/2016 ryo ku wa 28/11/2016 ryemera kwemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere (ADB), ihagarariye Ikigega cy'Ingoboka ku bufatanye bw'Umuryango w'Ibihugu by'Uburayi na Afurika cy'Ibikorwaremezo, yerekanye n'impano ingana na miliyoni makumyabiri z'Amayero (20.000.000 €) agenewe umushinga mpuzabihugu Uganda/Rwanda w'imihanda Busega-Mpigi na Kagitumba-Kayonza-Rusumo

Seen to be annexed to Law n°47/2016 of 28/11/2016 approving ratification of the Protocol of Agreement signed in Kigali, Rwanda, on 13 July 2016, between the Republic of Rwanda and the African Development Bank (ADB), acting for the European Union-Africa Infrastructure Trust Fund, relating to the grant of twenty million Euros (€ 20,000,000) for the multinational Uganda/Rwanda: Busega-Mpigi and Kagitumba-Kayonza-Rusumo roads project

Vu pour être annexé à la Loi n° 47/2016. du 28/11/2016 approuvant la ratification du Protocole d'Accord signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et la Banque Africaine de Développement (BAD), agissant pour le compte du Fonds Fiduciaire Union Européenne - Afrique pour les Infrastructures, relatif au don de vingt millions d'Euros (20.000.000 €) pour le projet multinational Ouganda/Rwanda des routes Busega-Mpigi et Kagitumba-Kayonza-Rusumo

Kigali, ku wa **28/11/2016**

Kigali, on **28/11/2016**

Kigali, le **28/11/2016**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Minisitiri w'Intebe

(sé)
MUREKEZI Anastase
Prime Minister

(sé)
MUREKEZI Anastase
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya
Repubulika:

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

Seen and sealed with the Seal of the
Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu et scellé du Sceau de la République:

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

ITEKA RYA PEREZIDA N° 25/01 RYO KU WA
05/12/2016 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA KU WA 13
NYAKANGA 2016, HAGATI YA REPUBLIKA Y'U
RWANDA N'IKIGEGA NYAFURIKA GITSURA
AMAJYAMBERE (ADF), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI MIRONGO
ITANDATU N'ESHESHATU N'IBIHUMBI MAGANA
ATANU NA MIRONGO ITANDATU ZA «UNITS OF
ACCOUNT» (66.560.000 UA) AGENEWE UMUSHINGA
MPUZABIHUGU UGANDA/RWANDA W'IMIHANDA
BUSEGA -MPIGI NA KAGITUMBA – KAYONZA -
RUSUMO

PRESIDENTIAL ORDER N°25/01 OF
05/12/2016 RATIFYING THE LOAN
AGREEMENT SIGNED IN KIGALI,
RWANDA, ON 13 JULY 2016, BETWEEN THE
REPUBLIC OF RWANDA AND THE
AFRICAN DEVELOPMENT FUND (ADF),
RELATING TO THE LOAN OF SIXTY SIX
MILLION FIVE HUNDRED SIXTY
THOUSAND UNITS OF ACCOUNT (UA
66,560,000) FOR THE MULTINATIONAL
UGANDA/RWANDA: BUSEGA - MPIGI AND
KAGITUMBA - KAYONZA RUSUMO ROADS
PROJECT

ARRETE PRESIDENTIEL N°25/01 DU
05/12/2016 RATIFIANT L'ACCORD DE PRET
SIGNÉ A KIGALI, AU RWANDA, LE 13
JUILLET 2016, ENTRE LA REPUBLIQUE DU
RWANDA ET LE FONDS AFRICAIN DE
DEVELOPPEMENT (FAD), RELATIF AU
PRET DE SOIXANTE-SIX MILLIONS CINQ
CENT SOIXANTE MILLE UNITES DE
COMPTE (66.560.000 UC) POUR LE PROJET
MULTINATIONAL OUGANDA/RWANDA
DES ROUTES BUSEGA - MPIGI ET
KAGITUMBA – KAYONZA - RUSUMO

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri
teka

Ingingo ya3: Igihe iri teka ritangira gukurikizwa

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**ITEKA RYA PEREZIDA N°25/01 RYO KU WA
05/12/2016 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA KU WA 13 NYAKANGA 2016,
HAGATI YA REPUBLIKA Y'U RWANDA
N'IKIGEGA NYAFURIKA GITSURA
AMAJYAMBERE (ADF), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITANDATU N'ESHESHATU
N'IBIHUMBI MAGANA ATANU NA MIRONGO
ITANDATU ZA «UNITS OF ACCOUNT»
(66.560.000 UA) AGENEWE UMUSHINGA
MPUZABIHUGU UGANDA/RWANDA
W'IMIHANDA BUSEGA -MPIGI NA
KAGITUMBA – KAYONZA - RUSUMO**

**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 n°45/2016 ryo ku wa 28/11/2016 ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekanye n'inguzanyo ingana na miliyoni mirongo itandatu n'esheshatu n'ibihumbi magana atanu na mirongo itandatu za «Units of Account» (66.560.000 UA) agenewe umushinga mpuzabihugu Uganda/Rwanda

**PRESIDENTIAL ORDER N°25/01 OF
05/12/2016 RATIFYING THE LOAN
AGREEMENT SIGNED IN KIGALI,
RWANDA, ON 13 JULY 2016, BETWEEN THE
REPUBLIC OF RWANDA AND THE
AFRICAN DEVELOPMENT FUND (ADF),
RELATING TO THE LOAN OF SIXTY SIX
MILLION FIVE HUNDRED SIXTY
THOUSAND UNITS OF ACCOUNT (UA
66,560,000) FOR THE MULTINATIONAL
UGANDA/RWANDA: BUSEGA - MPIGI AND
KAGITUMBA - KAYONZA RUSUMO ROADS
PROJECT**

**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°45/2016 of 28/11/2016 approving the ratification of the Loan Agreement signed in Kigali, Rwanda, on 13 July 2016, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of sixty six million five hundred sixty thousand Units of Account (UA 66,560,000) for the multinational Uganda/Rwanda: Busega - Mpigi and Kagitumba - Kayonza - Rusumo roads project;

**ARRETE PRESIDENTIEL N°25/01 DU
05/12/2016 RATIFIANT L'ACCORD DE PRET
SIGNÉ A KIGALI, AU RWANDA, LE 13
JUILLET 2016, ENTRE LA REPUBLIQUE DU
RWANDA ET LE FONDS AFRICAIN DE
DEVELOPPEMENT (FAD), RELATIF AU
PRET DE SOIXANTE-SIX MILLIONS CINQ
CENT SOIXANTE MILLE UNITES DE
COMPTE (66.560.000 UC) POUR LE PROJET
MULTINATIONAL OUGANDA/RWANDA
DES ROUTES BUSEGA - MPIGI ET
KAGITUMBA – KAYONZA - RUSUMO**

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

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

Vu la Loi n°45/2016 du 28/11/2016 approuvant la ratification de l'accord de prêt signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de soixante-six millions cinq cent soixante mille Unités de Compte (66.560.000 UC) pour le projet multinational Ouganda/Rwanda des routes Busega - Mpigi et Kagitumba – Kayonza - Rusumo;

w'imihanda Busega - Mpigi na Kagitumba – Kayonza
- Rusumo;

Tumaze kubona amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekanye n'inguzanyo ingana na miliyonu mirongo itandatu n'eshehatu n'ibihumbi magana atanu na mirongo itandatu za «Units of Account» (66.560.000 UA) agenewe umushinga mpuzabihugu Uganda/Rwanda w'imihanda Busega - Mpigi na Kagitumba -Kayonza - Rusumo;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE :

Iningo ya mbere: Kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekanye n'inguzanyo ingana na miliyonu mirongo itandatu n'eshehatu n'ibihumbi magana atanu na mirongo itandatu za «Units of Account» (66.560.000 UA) agenewe umushinga mpuzabihugu Uganda/Rwanda w'imihanda Busega-Mpigi na Kagitumba -Kayonza - Rusumo ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Considering the Loan Agreement signed in Kigali, Rwanda on 13 July 2016, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of sixty six million five hundred sixty thousand Units of Account (UA 66,560,000) for the multinational Uganda/Rwanda: Busega - Mpigi and Kagitumba - Kayonza - Rusumo roads project;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet;

HAVE ORDERED AND HEREBY ORDER:

Considérant l'accord de prêt signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de soixante-six millions cinq cent soixante mille Unités de Compte (66.560.000 UC) pour le projet multinational Ouganda/Rwanda des routes Busega - Mpigi et Kagitumba - Kayonza - Rusumo;

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

Après examen et adoption par le Conseil des Ministres;

AVONS ARRETE ET ARRETONS:

Article premier: Ratification

L'accord de prêt signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de soixante-six millions cinq cent soixante mille Unités de Compte (66.560.000 UC) pour le projet multinational Ouganda/Rwanda des routes Busega - Mpigi et Kagitumba - Kayonza - Rusumo annexé au présent arrêté est ratifié et sort son plein et entier effet.

Iningo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ubebanyi n'Amahanga n'Ubutwererane na Minisitiri w' Ibikorwaremezo bashinzwe gushyira mu bikorwa iri teka.

Iningo ya 3: Igihe iri teka ritangira gukurikizwa

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

Kigali, ku wa **05/12/2016**

(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: 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 and the Minister of Infrastructure 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 **05/12/2016**

(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: 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 et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

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

Kigali, le **05/12/2016**

(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 N° 26/01 RYO KU
WA 05/12/2016 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA , KU WA 13 NYAKANGA 2016, HAGATI
YA REPUBLIKA Y'U RWANDA N'IKIGO
CY'UBUYAPANI GISHINZWE UBTWERERANE
MPUZAMAHANGA (JICA), YEREKERANYE
N'INGUZANYO INGANA NA MILIYARI
ESHESHATU NA MILIYONI MAGANA INANI NA
MIRONGO INANI N'ICYENDA Z'AMAYENI
Y'UBUYAPANI (6.889.000.000 ₣) AGENEWÉ
UMUSHINGA WO GUTUNGANYA UMUHANDA
RUSUMO-KAYONZA

PRESIDENTIAL ORDER N°26/01 OF
05/12/2016 RATIFYING THE LOAN
AGREEMENT SIGNED IN KIGALI,
RWANDA, ON 13 JULY 2016, BETWEEN
THE REPUBLIC OF RWANDA AND THE
JAPAN INTERNATIONAL
COOPERATION AGENCY (JICA),
RELATING TO THE LOAN OF SIX
BILLION EIGHT HUNDRED EIGHTY
NINE MILLION JAPANESE YEN (¥
6,889,000,000) FOR RUSUMO-KAYONZA
ROAD IMPROVEMENT PROJECT

ARRETE PRESIDENTIEL N°26/01 DU
05/12/2016 RATIFIANT L'ACCORD DE
PRET SIGNE A KIGALI, AU RWANDA, LE
13 JUILLET 2016, ENTRE LA REPUBLIQUE
DU RWANDA ET L'AGENCE JAPONAISE
DE COOPERATION INTERNATIONALE
(JICA), RELATIF AU PRET DE SIX
MILLIARDS HUIT CENT QUATRE-VINGT-
NEUF MILLIONS DE YEN JAPONAIS
(6.889.000.000 ₣) POUR LE PROJET
D'AMELIORATION DE LA ROUTE
RUSUMO - KAYONZA

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa
iri teka

Ingingo ya 3: Igihe iri teka ritangira
gukurikizwa

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05/12/2016 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA, KU WA 13 NYAKANGA 2016,
HAGATI YA REPUBLIKA Y'U RWANDA
N'IKIGO CY'UBUYAPANI GISHINZWE
UBUTWERERANE MPUZAMAHANGA
(JICA), YEREKERANYE N'INGUZANYO
INGANA NA MILIYARI ESHESHATU NA
MILYONI MAGANA INANI NA MIRONGO
INANI N'ICYENDA Z'AMAYENI
Y'UBUYAPANI (6.889.000.000 ₣) AGENEWE
UMUSHINGA WO GUTUNGANYA
UMUHANDA RUSUMO-KAYONZA**

**PRESIDENTIAL ORDER N°26/01 OF
05/12/2016 RATIFYING THE LOAN
AGREEMENT SIGNED IN KIGALI,
RWANDA, ON 13 JULY 2016, BETWEEN
THE REPUBLIC OF RWANDA AND THE
JAPAN INTERNATIONAL
COOPERATION AGENCY (JICA),
RELATING TO THE LOAN OF SIX
BILLION EIGHT HUNDRED EIGHTY
NINE MILLION JAPANESE YEN (¥
6,889,000,000) FOR RUSUMO-KAYONZA
ROAD IMPROVEMENT PROJECT**

**ARRETE PRESIDENTIEL N°26/01 DU
05/12/2016 RATIFIANT L'ACCORD DE
PRET SIGNE A KIGALI, AU RWANDA, LE
13 JUILLET 2016, ENTRE LA REPUBLIQUE
DU RWANDA ET L'AGENCE JAPONAISE
DE COOPERATION INTERNATIONALE
(JICA), RELATIF AU PRET DE SIX
MILLIARDS HUIT CENT QUATRE-VINGT-
NEUF MILLIONS DE YEN JAPONAIS
(6.889.000.000 ₣) POUR LE PROJET
D'AMELIORATION DE LA ROUTE
RUSUMO - KAYONZA**

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

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

Dushingiye ku Itegeko n°46/2016 ryo ku wa **28/11/2016** ryemera kwemeza burundi amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'inguzanyo ingana na miliyari esheshatu na milyoni magana inani na mirongo inani n'icyenda z'Amayeni y'Ubuyapani (6.889.000.000 ₣) agenewe

**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;

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

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

Pursuant to Law n° 46/2016 of **28/11/2016** approving the ratification of the loan agreement signed at Kigali, in Rwanda on 13 July 2016, between the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the loan of six billion eight hundred eighty nine million Japanese Yen (¥ 6,889,000,000) for Rusumo - Kayonza road improvement project;

Vu la Loi n°46/2016 du **28/11/2016** approuvant la ratification de l'accord de prêt signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au prêt de six milliards huit cents quatre-vingt-neuf millions de Yen Japonais (6.889.000.000 ₣) pour le projet d'amélioration de la route Rusumo - Kayonza;

umushinga wo gutunganya umuhanda Rusumo - Kayonza;

Tumaze kubona amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekanye n'inguzanyo ingana na miliyari esheshatu na miliyoni magana inani na mirongo inani n'icyenda z'Amayeni y'Ubuyapani (6.889.000.000 ₣) agenewe umushinga wo gutunganya umuhanda Rusumo - Kayonza;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Iningo ya mbere: Kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekanye n'inguzanyo ingana na miliyari esheshatu na miliyoni magana inani na mirongo inani n'icyenda z'Amayeni y'Ubuyapani (6.889.000.000 ₣) agenewe umushinga wo gutunganya umuhanda Rusumo-

Considering the Loan Agreement signed at Kigali, in Rwanda on 13 July 2016, between the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the loan of six billion eight hundred eighty nine million Japanese Yen (¥ 6,889,000,000) for Rusumo-Kayonza road improvement project;

On proposal by the Minister of Finance and Economic Planning;

After consideration and approval by the Cabinet;

HAVE ORDERED AND HEREBY ORDER:

Considérant l'accord de prêt signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au prêt de six milliards huit cent quatre-vingt-neuf millions de Yen Japonais (6.889.000.000 ₣) pour le projet d'amélioration de la route Rusumo - Kayonza;

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

Après examen et adoption par le Conseil des Ministres;

AVONS ARRETE ET ARRETONS:

Article One: Ratification

The Loan Agreement signed in Kigali, Rwanda on 13 July 2016, between the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the loan of six billion eight hundred eighty nine million Japanese Yen (¥ 6,889,000,000) for Rusumo-Kayonza road improvement project annexed to this Order is ratified and becomes fully effective.

Article premier: Ratification

L'accord de prêt signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au prêt de six milliards huit cent quatre-vingt-neuf millions de Yen Japonais (6.889.000.000 ₣) pour le projet d'amélioration de la route Rusumo-Kayonza annexé au présent arrêté est ratifié et sort son plein et entier effet.

Kayonza ari ku mugereka w'iri teka yemejwe burundu kandi atangije gukurikizwa uko yakabaye.

Iningo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ubutwanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwaremezo basabwe kubahiriza iri teka.

Iningo ya 3: Igihe iri teka ritangira gukurikizwa

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

Kigali, ku wa **05/12/2016**

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 and the Minister of Infrastructure 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 **05/12/2016**.

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 et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

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

Kigali, le **05/12/2016**

(sé)
KAGAME Paul
Perezida wa Republika

(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

ITEKA RYA PEREZIDA N° 27/01 RYO KU WA.
05/12/2016 RYEMEZA BURUNDU
AMASEZERANO Y'IMPANO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA, KU WA
13 NYAKANGA 2016, HAGATI YA
REPUBLIKA Y'U RWANDA NA BANKI
NYAFURIKA ITSURA AMAJYAMBERE
(ADB), IHAGARARIYE IKIGEGA
CY'INGOBOKA KU BUFATANYE
BW'UMURYANGO W'IBIHUGU
BY'UBURAYI NA AFURIKA
CY'IBIKORWAREMEZO, YEREKERANYE
N'IMPANO INGANA NA MILIYONI
MAKUMYABIRI Z'AMAYERO (20.000.000 €)
AGENEWE UMUSHINGA MPUZABIHUGU
UGANDA/RWANDA W'IMIHANDA BUSEGA -
MPIGI NA KAGITUMBA - KAYONZA -
RUSUMO

PRESIDENTIAL ORDER N°27/01 OF
5/12/2016 RATIFYING THE PROTOCOL OF
AGREEMENT SIGNED IN KIGALI, RWANDA,
ON 13 JULY 2016, BETWEEN THE REPUBLIC
OF RWANDA AND THE AFRICAN
DEVELOPMENT BANK (ADB), ACTING FOR
THE EUROPEAN UNION - AFRICA
INFRASTRUCTURE TRUST FUND,
RELATING TO THE GRANT OF TWENTY
MILLION EUROS (€ 20,000,000) FOR THE
MULTINATIONAL UGANDA/RWANDA:
BUSEGA - MPIGI AND KAGITUMBA -
KAYONZA -RUSUMO ROADS PROJECT

ARRETE PRESIDENTIEL N°27/01 DU
05/12/2016 RATIFIANT LE PROTOCOLE
D'ACCORD SIGNE A KIGALI, AU RWANDA,
LE 13 JUILLET 2016, ENTRE LA
REPUBLIQUE DU RWANDA ET LA BANQUE
AFRICaine DE DEVELOPPEMENT (BAD),
AGISSANT POUR LE COMPTE DU FONDS
FIDUCIAIRE UNION EUROPEENNE -
AFRIQUE POUR LES INFRASTRUCTURES,
RELATIF AU DON DE VINGT MILLIONS
D'EUROS (20.000.000 €) POUR LE PROJET
MULTINATIONAL OUGANDA/RWANDA DES
ROUTES BUSEGA - MPIGI ET KAGITUMBA -
KAYONZA - RUSUMO

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa
iri teka

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

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ITEKA RYA PEREZIDA N°27/01 RYO KU WA
05/12/2016 RYEMEZA BURUNDU
AMASEZERANO Y'IMPANO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA, KU WA
13 NYAKANGA 2016, HAGATI YA
REPUBLIKA Y'U RWANDA NA BANKI
NYAFURIKA ITSURA AMAJYAMBERE
(ADB), IHAGARARIYE IKIGEGA
CY'INGOBOKA KU BUFATANYE
BW'UMURYANGO W'IBIHUGU
BY'UBURAYI NA AFURIKA
CY'IBIKORWAREMEZO, YEREKERANYE
N'IMPANO INGANA NA MILIYONI
MAKUMYABIRI Z'AMAYERO (20.000.000 €)
AGENEWE UMUSHINGA MPUZABIHUGU
UGANDA/RWANDA W'IMIHANDA BUSEGA -
MPIGI NA KAGITUMBA - KAYONZA -
RUSUMO

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 n° 47/2016 ryo ku wa 28/11/2016 ryemera kwemeza burundu amasezerano y'impango yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere (ADB), ihagarariye Ikigega cy'Ingoboka ku bufatanye bw'Umuryango

PRESIDENTIAL ORDER N°27/01 OF
05/12/2016 RATIFYING THE PROTOCOL OF
AGREEMENT SIGNED IN KIGALI, RWANDA,
ON 13 JULY 2016, BETWEEN THE REPUBLIC
OF RWANDA AND THE AFRICAN
DEVELOPMENT BANK (ADB), ACTING FOR
THE EUROPEAN UNION - AFRICA
INFRASTRUCTURE TRUST FUND,
RELATING TO THE GRANT OF TWENTY
MILLION EUROS (€ 20,000,000) FOR THE
MULTINATIONAL UGANDA/RWANDA:
BUSEGA - MPIGI AND KAGITUMBA -
KAYONZA -RUSUMO ROADS PROJECT

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° 47/2016.of 28/11/2016 approving the ratification of the Protocol of Agreement signed in Kigali, Rwanda, on 13 July 2016, between the Republic of Rwanda and the African Development Bank (ADB), acting for the European Union - Africa Infrastructure Trust Fund, relating to the grant of twenty million Euros (€ 20,000,000) for the

ARRETE PRESIDENTIEL N°27/01 DU
05/12/2016 RATIFIANT LE PROTOCOLE
D'ACCORD SIGNE A KIGALI, AU RWANDA,
LE 13 JUILLET 2016, ENTRE LA
REPUBLIQUE DU RWANDA ET LA BANQUE
AFRICaine DE DEVELOPPEMENT (BAD),
AGISSANT POUR LE COMPTE DU FONDS
FIDUCIAIRE UNION EUROPEENNE -
AFRIQUE POUR LES INFRASTRUCTURES,
RELATIF AU DON DE VINGT MILLIONS
D'EUROS (20.000.000 €) POUR LE PROJET
MULTINATIONAL OUGANDA/RWANDA DES
ROUTES BUSEGA - MPIGI ET KAGITUMBA -
KAYONZA - RUSUMO

Nous, KAGAME Paul,
Président de la République;

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

Vu la Loi n°.47/2016.du 28/11/2016 approuvant la ratification du Protocole d'Accord signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et la Banque Africaine de Développement (BAD), agissant pour le compte du Fonds Fiduciaire Union Européenne - Afrique pour les Infrastructures, relatif au don de vingt millions d'Euros (20.000.000 €)

w'Ibihugu by'Uburayi na Afurika cy'Ibikorwaremezo, yerekeranye n'impano ingana na miliyon i makumyabiri z'Amayero (20.000.000 €) agenewe umushinga mpuzabihugu Uganda/Rwanda w'imihanda Busega - Mpigi na Kagitumba - Kayonza -Rusumo;

Tumaze kubona amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere (ADB), ihagarariye Ikigega cy'Ingoboka ku bufatanye bw'Umuryango w'Ibihugu by'Uburayi na Afurika cy'Ibikorwaremezo, yerekeranye n'impano ingana na miliyon i makumyabiri z'Amayero (20.000.000 €) agenewe umushinga mpuzabihugu Uganda/Rwanda w'imihanda Busega - Mpigi na Kagitumba - Kayonza -Rusumo;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Iningo ya mbere: Kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda, ku wa 13 Nyakanga 2016, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere (ADB), ihagarariye Ikigega cy'Ingoboka ku bufatanye bw'Umuryango w'Ibihugu by'Uburayi na Afurika

multinational Uganda/Rwanda: Busega - Mpigi and Kagitumba - Kayonza - Rusumo roads project;

pour le projet multinational Ouganda/Rwanda des routes Busega - Mpigi et Kagitumba – Kayonza - Rusumo ;

Considering the Protocol of Agreement signed in Kigali, Rwanda, on 13 July 2016, between the Republic of Rwanda and the African Development Bank (ADB), acting for the European Union - Africa Infrastructure Trust Fund, relating to the grant of twenty million Euros (€ 20,000,000) for the multinational Uganda/Rwanda: Busega - Mpigi and Kagitumba - Kayonza - Rusumo roads project;

Considérant le Protocole d'Accord signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et la Banque Africaine de Développement (BAD), agissant pour le compte du Fonds Fiduciaire Union Européenne - Afrique pour les Infrastructures, relatif au don de vingt millions d'Euros (20.000.000 €) pour le projet multinational Ouganda/Rwanda des routes Busega - Mpigi et Kagitumba – Kayonza - Rusumo;

On proposal by the Minister of Finance and Economic Planning;

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

After consideration and adoption by the Cabinet;

Après examen et adoption par le Conseil des Ministres;

HAVE ORDERED AND HEREBY ORDER:

Article One: Ratification

The Protocol of Agreement signed in Kigali, Rwanda, on 13 July 2016, between the Republic of Rwanda and the African Development Bank (ADB), acting for the European Union - Africa Infrastructure Trust Fund, relating to the grant of twenty million Euros (€ 20,000,000) for the multinational

AVONS ARRETE ET ARRETONS:

Article premier: Ratification

Le Protocole d'Accord signé à Kigali, au Rwanda, le 13 juillet 2016, entre la République du Rwanda et la Banque Africaine de Développement (BAD), agissant pour le compte du Fonds Fiduciaire Union Européenne - Afrique pour les Infrastructures, relatif au don de vingt millions d'Euros (20.000.000 €) pour

cy'Ibikorwaremezo, yerekanye n'impano ingana na miliyon i makumyabiri z'Amayero (20.000.000 €) agenewe umushinga mpuzabihugu Uganda/Rwanda w'imihanda Busega - Mpigi na Kagitumba - Kayonza -Rusumo ari ku mugereka w'iri teka yemejwe burundi kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Uubanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwaremezo bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

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

Kigali, ku wa **05/12/2016**

Uganda/Rwanda: Busega - Mpigi and Kagitumba - Kayonza - Rusumo roads project annexed to this Order is 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 and the Minister of Infrastructure 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 **05/12/2016**

le projet multinational Ouganda/Rwanda des routes Busega - Mpigi et Kagitumba – Kayonza - Rusumo 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 et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

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

Kigali, le **05/12/2016**

(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