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RW'IMIYOBORERE RIKANAGENA
INSHINGANO, IMITUNGANYIRIZE
N'IMIKORERE BYARWO

LAW N°56/2016 OF 16/12/2016 ESTABLISHING
THE RWANDA GOVERNANCE BOARD AND
DETERMINING ITS MISSION, ORGANISATION
AND FUNCTIONING

LOI N°56/2016 DU 16/12/2016 PORTANT
CREATION DE L'OFFICE RWANDAIS DE LA
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**ITEGEKO N°56/2016 RYO KU WA 16/12/2016
RISHYIRAHU URWEGO RW'IGIHUGU
RW'IMIYOBORERE RIKANAGENA
INSHINGANO, IMITUNGANYIRIZE
N'IMIKORERE BYARWO**

**LAW N°56/2016 OF 16/12/2016 ESTABLISHING
THE RWANDA GOVERNANCE BOARD AND
DETERMINING ITS MISSION, ORGANISATION
AND FUNCTIONING**

**LOI N°56/2016 DU 16/12/2016 PORTANT
CREATION DE L'OFFICE RWANDAIS DE LA
GOUVERNANCE ET DETERMINANT SA
MISSION, SON ORGANISATION ET SON
FONCTIONNEMENT**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 16
Ugushyingo 2016;

The Chamber of Deputies, in its session of 16
November 2016;

La Chambre des Députés, en sa séance du 16 novembre
2016;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u
Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane
cyane mu ngingo zaryo, iya 58, iya 64, iya 69, iya 70,
iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 139
n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda
of 2003 revised in 2015, especially in Articles 58, 64,
69, 70, 88, 90, 91, 93, 106, 120, 139 and 176;

Vu la Constitution de la République du Rwanda de 2003
révisée en 2015, spécialement en ses articles 58, 64, 69,
70, 88, 90, 91, 93, 106, 120, 139 and 176;

Isubiye ku Itegeko n° 41/2011 ryo ku wa 30/09/2011
rishyiraho Ikigo cy'Igihugu Gishinzwe Imiyoborere
rikanagena inshingano, imiterere n'imikorere byacyo;

Having reviewed Law n° 41/2011 of 30/09/2011
establishing the Rwanda Governance Board and
determining its mission, organisation and functioning;

Revu la Loi n° 41/2011 du 30/09/2011 portant création
de l'Office Rwandais de la Gouvernance et déterminant
sa mission, son organisation et son fonctionnement ;

YEMEJE:

ADOPTS:

ADOPTE:

UMUTWE WA MBERE: INGINGO RUSANGE

Ingingo ya mbere: Icyo iri tegeko rigamije

Iri tegeko rishyiraho Urwego rw'Igihugu rw'Imiyoborere rwitwa "RGB" mu magambo ahinnye y'Icyongereza, rikanagena inshingano, ububasha, imitunganyirize n'imikorere byarwo.

Ingingo ya 2: Ishyirwaho ry'Urwego rw'Igihugu rw'Imiyoborere

Hashyizweho Urwego rw'Igihugu rw'Imiyoborere rufite ubuzimagatozi n'ubwisanzure mu miyoborere no mu micungire y'umutungo n'abakozi barwo.

Ingingo ya 3: Ubwigenge bwa RGB

RGB irigenga. Mu kurangiza inshingano zayo, RGB ntihabwa amabwiriza n'urundi rwego.

Ingingo ya 4: Icyicaro cya RGB

RGB ifite icyicaro mu Mujyi wa Kigali, umurwa mukuru wa Repubulika y'u Rwanda. Gishobora kwimurirwa ahandi hose mu Gihugu igihe bibaye ngombwa.

UMUTWE WA II: INSHINGANO N'UBUBASHA BYA RGB

Ingingo ya 5: Inshingano za RGB

RGB ifite inshingano zikurikira:

CHAPTER ONE: GENERAL PROVISIONS

Article one: Purpose of this Law

This Law establishes the Rwanda Governance Board, abbreviated as "RGB" and determines its mission, powers, organisation and functioning.

Article 2: Establishment of Rwanda Governance Board

There is established the Rwanda Governance Board which has legal personality and enjoys administrative and financial autonomy.

Article 3: Independence of RGB

RGB is independent. In the exercise of its mission, RGB shall not receive instructions from any other institution.

Article 4: Head Office of RGB

The Head Office of RGB is located in the City of Kigali, the Capital City of the Republic of Rwanda. It may be transferred elsewhere in the country if considered necessary.

CHAPTER II: MISSION AND POWERS OF RGB

Article 5: Mission of RGB

RGB has the following mission:

CHAPITRE PREMIER: DISPOSITIONS GENERALES

Article premier: Objet de la présente loi

La présente loi porte création de l'Office Rwandais de la Gouvernance dénommé "RGB" en sigle anglais et détermine sa mission, ses pouvoirs, son organisation et son fonctionnement.

Article 2: Création de l'Office Rwandais de la Gouvernance

Il est créé l'Office Rwandais de la Gouvernance doté d'une personnalité juridique et jouissant d'une autonomie administrative et financière.

Article 3: Indépendance de RGB

RGB est indépendant. Dans l'exercice de sa mission, RGB ne reçoit d'instructions d'aucune autre institution.

Article 4: Siège de RGB

Le siège de RGB est établi dans la Ville de Kigali, Capitale de la République du Rwanda. Il peut être transféré en tout autre lieu du territoire national en cas de besoin.

CHAPITRE II: MISSION ET POUVOIRS DE RGB

Article 5: Mission de RGB

RGB a la mission suivante:

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- | | | |
|--|--|---|
| 1° kugenzura mu buryo buhoraho imitangire ya serivisi n'iyubahirizwa ry'amahame y'imiyoborere myiza mu nzego za Leta, iz'abikorera n'imiryango itari iya Leta ; | 1° to regularly monitor the service delivery and the compliance with the principles of good governance in public and private sector as well as in non-governmental organisations; | 1° surveiller régulièrement la prestation des services et le respect des principes de bonne gouvernance dans le secteur public et privé ainsi qu'au sein des organisations non-gouvernementales ; |
| 2° gukora ubushakashatsi ku miyoborere mu Rwanda, kugaragaza uko abaturatione babona ibibakorerwa no kubimenyekanisha; | 2° to conduct research on governance in Rwanda, explore citizens' perception with service delivery and disseminate the findings; | 2° mener des recherches sur la gouvernance au Rwanda, examiner la perception des citoyens sur la prestation des services et en diffuser les résultats; |
| 3° gusigasira, kurinda no guteza imbere uburyo bw'umwimerere bwo kwishakamo ibisubizo mu Rwanda no gushyiraho uburyo bwabyazwa umusaruro; | 3° to preserve, protect and promote the use of home-grown solutions in Rwanda and devise strategies meant for applying them efficiently; | 3° préserver, protéger et promouvoir le recours aux solutions endogènes au Rwanda et en arrêter les stratégies en vue d'une exploitation efficace ; |
| 4° gutanga uburenganzira bw'ibanze no gukurikirana inyigo n'ubushakashatsi bikorerwa mu Rwanda ku miyoborere n'uburyo bw'umwimerere nyarwanda bwo kwishakamo ibisubizo byaba bikorwa n'umunyarwanda cyangwa umunyamahanga; | 4° to give pre-authorization and follow up studies and research carried out in Rwanda on governance and home grown solutions whether by Rwandan or foreigner; | 4° donner l'autorisation préliminaire et faire le suivi des études et des recherches menées au Rwanda sur la gouvernance et sur le recours aux solutions endogènes menées soit par le Rwandais soit par l'étranger; |
| 5° kugira Leta inama ku ishyirwa mu bikorwa rya politiki yo kwegereza ubushobozi n'ubuyobozi abaturatione no gutanga inama ku bikorwa byo kongerera ubushobozi inzego z'ibanze; | 5° to advise the Government on the implementation of the decentralization and capacity development policy and on activities meant for building the capacity of decentralized entities; | 5° conseiller le Gouvernement sur la mise en œuvre de la politique de décentralisation et de renforcement des capacités et fournir des conseils en ce qui concerne les activités visant le renforcement des capacités des entités décentralisées; |
| 6° guteza imbere amahame y'imiyoborere myiza, demokarasi, imikorere n'imitangire ya serivisi zinoze no kubigiramo inama Guverinoma n'izindi nzego bireba; | 6° to promote principles of good governance, democracy, performance and quality services delivery and advise the Government and other concerned institutions thereof; | 6° promouvoir les principes de la bonne gouvernance, de la démocratie, du fonctionnement et de la prestation de services de qualité et en conseiller le Gouvernement et d'autres institutions concernées; |
| 7° kugira inama Leta ku birebana na politiki n'ingamba bfitanye isano no kwimakaza | 7° to advise the Government on policies and strategies related to the promotion of excellent | 7° conseiller l'Etat sur des politiques et stratégies relatives au bon fonctionnement et à la bonne |

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imikorere n'imiyoborere myiza biteza imbere Igihugu;	performance and good governance that enhance the country's development;	gouvernance ayant pour objectif le développement du pays;
8° gutanga ibitekerezo ibisabwe cyangwa ibyibwirije mu nzego z'ubuyobozi ku mategeko akurikizwa mu Gihugu no ku mishinga y'amategeko kugira ngo byubahirize amahame shingiro ajyanye n'imiyoborere;	8° to provide views, upon request or at its own initiative, to administrative organs on laws that are in force in the country or on draft laws so as to ensure compliance with governance fundamental principles;	8° donner des avis aux organes administratifs, sur demande ou de sa propre initiative sur les lois en vigueur dans le pays ainsi que sur les projets des lois en vue d'assurer le respect des principes fondamentaux de la gouvernance ;
9° gushyiraho ingamba zo gukangurira abaturage kugira uruhare mu bibakorerwa no kubigaragarizwa;	9° to put in place strategies to mobilize the citizens on their participation to interventions meant for them and accountability in respect thereof;	9° mettre en place des stratégies de sensibilisation des citoyens à leur participation aux interventions qui leur sont destinées et à la reddition des comptes y relative;
10°kwandika, gutanga ubuzimagatozi ku miryango nyarwanda itari iya Leta n'imiryango ishingiyeye ku myemerere no gukurikirana ko imikorere yayo ikurikiza amategeko;	10° to register, grant legal personality to local non-governmental organisations and faith-based organisations and to monitor whether their operations comply with the law;	10° enregistrer les organisations non-gouvernementales nationales et les organisations confessionnelles, leur donner la personnalité juridique et surveiller que leurs activités sont conformes à la loi;
11°kwandika imiryango mvamahanga itari iya Leta no gukurikirana imikorere yayo;	11° to register international non-governmental organisations and to monitor their operations;	11° enregistrer les organisations internationales non gouvernementales et faire le suivi de leurs activités ;
12°kwandika Imitwe ya politiki no gukurikirana imikorere yayo;	12° to register political organisations and to monitor their operations;	12° enregistrer les formations politiques et faire le suivi de leurs activités ;
13° guteza imbere itangazamakuru no gutanga inama ku mikorere yayo;	13° to promote the media sector and provide advice on its operations;	13° promouvoir le secteur des médias et donner des conseils en matière de son fonctionnement ;
14° guhuza no gukurikirana ibikorwa by'Ihuriro ry'Abafatanyabikorwa mu Iterambere ;	14° to coordinate and follow up the Joint Action Development Forum activities;	14° assurer la coordination et le suivi des activités du Forum d'Action Conjointe pour le Développement;

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15° gukorana n’abantu, ibigo n’amashyirahamwe byo mu gihugu ndetse n’ibyo mu mahanga bikora imirimo imwe;

16° gushyikiriza buri mwaka Perezida wa Repubulika n’Inteko Ishinga Amategeko Imitwe Yombi gahunda na raporo z’ibikorwa byayo no guha kopi izindi nzego za Leta zivugwa muri iri tegeko;

17° gushyiraho imirongo ngenderwaho mu iyandikwa ry’imiryango itari iya Leta n’imiryango ishingiyeye ku myemerere.

15° to collaborate with individuals, institutions and associations operating at local and international levels with similar missions;

16° to annually submit to the President of the Republic and to the Parliament, both Chambers, its action plan and activity report with a copy thereof to other public institutions provided for under this Law;

17° to put in place guidelines governing the registration of non-governmental organisations and faith based organisations.

15° collaborer avec les individus, les institutions et les associations opérant au niveau local et international ayant les mêmes missions ;

16° soumettre chaque année au Président de la République et au Parlement, les deux Chambres, le plan d’action et le rapport d’activités et en réserver une copie aux autres institutions publiques prévues par la présente loi ;

17° mettre en place des lignes directrices régissant l’enregistrement des organisations non gouvernementales et des organisations de confessions religieuses.

Ingingo ya 6: Ububasha bwa RGB

RGB ifite ububasha bukurikira:

1° gusaba ibisobanuro ku byerekeye imiyoborere, imikorere n’imitangire ya serivisi mu nzego za Leta n’iz’abikorera no gusabira ibihano byo mu rwego rw’ubutegetsi inzego cyangwa abakozi bagaragaweho imikorere mibi;

2° gusaba ibisobanuro, guhagarika by’agateganyo icyemezo cy’iyandikwa cyangwa kwambura ubuzimagatozi imiryango itari iya Leta cyangwa imiryango ishingiyeye ku myemerere;

3° guhagarika by’agateganyo cyangwa burundu uburenganzira bwo gukorera mu Rwanda ku miryango mvamahanga itari iya Leta;

Article 6: Powers of RGB

RGB has the following powers:

1° to request for explanations relating to governance, performance and service delivery in public and private institutions and to request for administrative sanctions against defaulting institutions or staff members;

2° to request for explanations, suspend registration certificate or revoke the legal personality to non-governmental organisations or faith-based organisations;

3° to suspend or terminate the authorization of an international non-governmental institution to operate in Rwanda;

Article 6: Pouvoirs de RGB

RGB a les pouvoirs suivants:

1° demander des explications sur la gouvernance, le fonctionnement et la prestation des services, aux institutions publiques et privées et requérir des sanctions administratives à l’endroit des institutions ou membres du personnel fautifs ;

2° demander des explications, suspendre le certificat d’inscription ou révoquer la personnalité juridique aux organisations non-gouvernementales ou aux organisations de confessions religieuses;

3° suspendre ou annuler l’autorisation d’une organisation internationale non-gouvernementale d’opérer au Rwanda ;

- | | | |
|--|---|--|
| 4° gufatira ibyemezo Umutwe wa politiki utubahirije ibiteganywa n'amategeko; | 4° to take actions against any political organisation which fails to comply with the law; | 4° prendre des mesures à l'endroit d'une formation politique qui viole la loi ; |
| 5° kwemeza ko uburyo bukoreshwa mu Rwanda ari umwimerere nyarwanda wo kwishakamo ibisubizo no gukurikirana ubukoresha nabi cyangwa ubukoresha atabifitiye uburenganzira. | 5° to certify that the means being used in Rwanda genuinely belong to home-grown solutions and hold accountable the person misusing it or using it without authorisation. | 5° certifier que les moyens utilisés au Rwanda sont véritablement des solutions endogènes et tenir responsable celui qui les exploite mal ou qui les exploite sans autorisation. |

Ingingo ya 7: Amahame RGB igenderaho

Mu gushyira mu bikorwa inshingano zayo, RGB igendera ku mahame akurikira:

- 1° kwimakaza imiyoborere n'imitangire myiza ya serivisi mu byo RGB ikora ;
- 2° gushyira imbere umuturage mu bikorwa byose bimukorerwa kandi agiramo uruhare nk'umugenerwabikorwa;
- 3° kurangwa n'ubushishozi n'ubunararibonye mu kuzuza inshingano;
- 4° guteza imbere ubumwe n'ubwiyunge mu banyarwanda;
- 5° kwimakaza umuco wo guhanga udushya mu mikorere no mu miyoborere;
- 6° gukorera muri demokarasi, mu mucyo, kujya no kugisha inama mu mikorere yayo;

Article 7: Guiding principles of RGB

To fulfil its mission, RGB observes the following principles:

- 1° to promote good governance and quality service delivery in all of the operations of RGB;
- 2° to promote citizen centeredness;
- 3° to be characterized by diligence and expertise in the exercise of its mission;
- 4° to promote unity and reconciliation among Rwandans;
- 5° to promote a culture of home-grown innovations in performance and governance;
- 6° to work through democracy, transparency, dialogue and consultation in the exercise of its mission;

Article 7: Principes directeurs de RGB

Pour accomplir sa mission, RGB est guidé par les principes suivants:

- 1° promouvoir la bonne gouvernance et la prestation des services de qualité dans toutes les activités de RGB;
- 2° promouvoir un système axé sur le citoyen ;
- 3° être caractérisé par le discernement et l'expertise dans l'exercice de sa mission ;
- 4° promouvoir l'unité et la réconciliation entre les Rwandais;
- 5° promouvoir une culture d'innovations endogènes en matière de performance et de gouvernance ;
- 6° œuvrer dans la démocratie, la transparence, le dialogue et la consultation dans l'exercice de sa mission ;

7° guteza imbere umuco wo gukorera ku ntego kandi ku gihe;

8° kurangwa n'ubudakemwa n'ubuziranenge mu mikorere yayo .

7° to promote a culture of excellence and time management;

8° to be characterized by integrity and high standards in its functioning.

7° promouvoir une culture d'excellence et de gestion du temps ;

8° être caractérisé par l'intégrité et le respect des normes élevées dans son fonctionnement.

UMUTWE WA III: IMITUNGANYIRIZE YA RGB

CHAPTER III: ORGANISATION OF RGB

CHAPITRE III: ORGANISATION DE RGB

Icyiciro cya mbere: Inzego z'Ubuyobozi za RGB

Section One: Management organs of RGB

Section première : Organes de direction de RGB

Ingingo ya 8: Inzego z'ubuyobozi za RGB

Article 8: Management organs of RGB

Article 8: Organes de direction de RGB

Inzego z'ubuyobozi za RGB ni izi zikurikira:

The management organs of RGB are :

Les organes de direction de RGB sont:

1° Ubuyobozi Bukuru;

1° the Senior Management;

1° la Direction Générale;

2° Ubunyamabanga Bukuru.

2° the General Secretariat.

2° le Secrétariat Général.

Akiciro ka mbere: Ubuyobozi Bukuru bwa RGB

Subsection One: Senior Management of RGB

Sous-section première: Direction Générale

Ingingo ya 9: Ubuyobozi Bukuru bwa RGB

Article 9: Senior Management of RGB

Article 9: Direction Générale de RGB

Ubuyobozi Bukuru bwa RGB ni rwo rwego rukuru mu byerekeye imiyoborere yayo no gufata ibyemezo biyifasha kugera ku nshingano zayo.

The Senior Management of RGB is the supreme organ regarding the management and decision-making enabling RGB to fulfil its mission.

La Direction Générale de RGB est l'organe suprême d'administration et de prise de décisions permettant à RGB de remplir sa mission.

Ingingo ya 10: Abagize Ubuyobozi Bukuru

Article 10: Members of the Senior Management

Article 10: Membres de la Direction Générale

Ubuyobozi Bukuru bwa RGB bugizwe n'Abayobozi bakurikira:

The Senior Management of RGB is composed of the following authorities:

La Direction Générale de RGB est composée par les autorités suivantes:

1° Umukuru w'Urwego;

1° the Chief Executive Officer;

1° le Directeur Général en Chef;

2° Umukuru w'Urwego Wungirije.

2° the Deputy Chief Executive Officer.

2° le Directeur Général en Chef Adjoint.

Ingingo ya 11: Inshingano z'Ubuyobozi Bukuru

Article 11: Responsibilities of the Senior Management

Article 11: Attributions de la Direction Générale

Ubuyobozi Bukuru bwa RGB bushinzwe ibi bikurikira:

The Senior Management of RGB has the following responsibilities:

La Direction Générale de RGB a les attributions suivantes:

1° gufata ibyemezo byose bijyanye no guteza imbere amahame y'imiyoborere myiza n'imitangire ya serivisi nziza;

1° to make all decisions that reflect the promotion of good governance principles and quality service delivery;

1° prendre toutes les décisions qui reflètent à la promotion des principes de bonne gouvernance et la prestation des services de qualité;

2° kwemeza igenamigambi na gahunda y'ibikorwa bya RGB mbere y'uko byoherezwa inzego bireba;

2° to approve the strategic plan and action plan of RGB before their submission to the relevant authorities;

2° approuver le plan stratégique et le plan d'action de RGB avant leur soumission aux autorités compétentes;

3° kwemeza imbanzirizamushinga y'ingengo y'imari ya RGB ya buri mwaka mbere yo kuyishyikiriza inzego bireba;

3° to approve the draft annual budget proposal of RGB before its submission to the relevant authorities;

3° approuver l'avant-projet de budget annuel de RGB avant sa soumission aux autorités compétentes;

4° gusuzuma no kwemeza raporo y'ibikorwa by'umwaka n'iy'imikoreshereze y'ingengo y'imari bya RGB mbere y'uko bishyikirizwa inzego bireba;

4° to consider and adopt RGB's annual activity report and budget execution report before their submission to the relevant authorities;

4° examiner et adopter le rapport d'activités annuel et le rapport d'exécution budgétaire de RGB avant leur soumission aux autorités compétentes;

5° kwemeza amategeko ngengamikorere ya RGB;

5° to adopt the Internal Rules and Regulations of RGB;

5° adopter le Règlement d'Ordre Intérieur de RGB;

6° kwemeza inkunga, impano n'indagano hakurikijwe amategeko abigenga;

6° to approve subsidies, donations and bequests in accordance with relevant laws;

6° approuver les subventions, les dons et legs conformément à la législation en la matière;

7° gushaka no gushyira mu myanya abakozi ba RGB hakurikijwe amategeko abigenga;

7° to recruit and approve the appointment of staff of RGB in accordance with relevant laws;

7° recruter et approuver la nomination du personnel de RGB conformément à la législation en la matière;

8° gufata ibyemezo byose byatuma imikorere ya RGB irushaho kugenda neza.

8° to make all decisions that enable the smooth running of RGB operations.

8° prendre toutes les décisions permettant le bon déroulement des activités de RGB.

Ingingo ya 12: Ishyirwaho ry'Umukuru n'Umukuru Wungirije ba RGB na manda yabo

Guverinoma ishyikiriza Sena amazina n'imyirondoro by'abakandida ku mwanya w'Umukuru n'Umukuru Wungirije ba RGB bemejwe n'Inama y'Abaminisitiri kugira ngo ibemeze.

Iteka rya Perezida rishyiraho abemejwe kandi bakora ku buryo buhoraho mu gihe cya manda yabo.

Umukuru n'Umukuru wungirije ba RGB bafite manda y'imyaka itanu (5) ishobora kongerwa inshuro imwe (1) gusa.

Ingingo ya 13: Ibisabwa ku mwanya w'Umukuru n'Umukuru Wungirije ba RGB

Kugira ngo umuntu abe umwe mu bagize Ubuyobozi Bukuru bwa RGB agomba kuba yujuje ibi bikurikira:

- 1° kuba ari Umunyarwanda;
- 2° kuba ari inyangamugayo;
- 3° kuba azwiho kugira ubushishozi n'ubushobozi bukenewe bwo kurangiza neza inshingano ze;
- 4° kuba atarakatiwe burundu igihano cy'igifungo kingana cyangwa kirenze amezi atandatu (6);

Article 12: Appointment of the Chief Executive Officer and the Deputy Chief Executive Officer of RGB and their term of office

The Government submits to the Senate the names and identities of candidates to the post of the Chief Executive Officer and the Deputy Chief Executive Officer of RGB approved by the Cabinet for approval.

A Presidential Order appoints approved candidates who work on a permanent basis throughout their term.

The Chief Executive Officer and the Deputy Chief Executive Officer of RGB serve a five (5) year term which may be renewable only once.

Article 13: Requirements for the position of the Chief Executive Officer and the Deputy Chief Executive Officer of RGB

For a person to be a member of the Senior Management of RGB, he/she must fulfil the following requirements:

- 1° to be a Rwandan national;
- 2° to be a person of integrity;
- 3° to be known for diligence and competence necessary to discharge his/her duties;
- 4° not to have been definitively sentenced to an imprisonment equal to or exceeding six (6) months;

Article 12: Nomination du Directeur Général en Chef et du Directeur Général en Chef Adjoint de RGB et leur mandat

Le Gouvernement soumet au Sénat les noms et les renseignements biographiques des candidats aux postes de Directeur Général en Chef et de Directeur Général en Chef Adjoint de RGB approuvés par le Conseil des Ministres pour approbation.

Un arrêté présidentiel nomme les candidats approuvés qui travaillent de manière permanente tout au long de leur mandat.

Le Directeur Général en Chef et le Directeur Général en Chef Adjoint de RGB sont nommés pour un mandat de cinq (5) ans qui peut être renouvelé une seule fois.

Article 13: Exigences pour le poste de Directeur Général en Chef et de Directeur Général en Chef Adjoint de RGB

Pour être membre de la Direction Générale de RGB, il faut remplir les conditions suivantes:

- 1° être de nationalité rwandaise;
- 2° être une personne intègre;
- 3° être connu pour le discernement et avoir les compétences nécessaires pour exercer ses fonctions;
- 4° n'avoir pas été condamné définitivement à une peine d'emprisonnement égale ou supérieure à six (6) mois;

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5° kuba atarahamijwe n'inkiko ku buryo bwa burundu icyaha cya Jenocide, ibyaha byibasiye inyoko muntu n'icyaha cy'ingengabitekerezo ya Jenocide.

5° not to have been definitively convicted of the crime of genocide, crimes against humanity and the crime of genocide ideology.

5° n'avoir pas été définitivement condamné pour crime de génocide, crime contre l'humanité et crime de l'idéologie du génocide.

Ingingo ya 14: Ibitabangikanywa no kuba Umukuru cyangwa Umukuru Wungirije ba RGB

Article 14: Incompatibilities with the position of the Chief Executive Officer or the Deputy Chief Executive Officer of RGB

Article 14 : Incompatibilités avec la fonction de Directeur Général en Chef ou de Directeur Général en Chef Adjoint de RGB

Umukuru cyangwa Umukuru Wungirije ba RGB ntibagomba :

The Chief Executive Officer or the Deputy Chief Executive Officer of RGB shall not:

Le Directeur Général en Chef ou le Directeur Général en Chef Adjoint de RGB ne doivent pas:

1° kugira akandi kazi gahemberwa bakora;

1° to hold any other function for which they are remunerated;

1° occuper toute autre fonction pour laquelle ils sont rémunérés;

2° gushora imari cyangwa kugira amasezerano ku buryo ubwo aribwo bwose bwabangamira akazi bakora;

2° to make investments or enter into contracts that may in any way jeopardize their function;

2° faire des investissements ou conclure des contrats qui pourraient compromettre à leur fonction;

3° gupiganirwa amasoko ya Leta haba ku giti cyabo, ibigo cyangwa amasosiyete bafitemo imigabane.

3° either individually or companies in which they are shareholders, bid for public contracts.

3° soit individuellement, soit des sociétés dont ils sont actionnaires, soumissionner aux marchés publics.

Ingingo ya 15: Kurahira k'Umukuru n'Umukuru Wungirije ba RGB

Article 15: Taking oath of office by the Chief Executive Officer and the Deputy Chief Executive Officer of RGB

Article 15: Prestation de serment du Directeur Général en Chef et du Directeur Général en Chef Adjoint de RGB

Mbere yo gutangira imirimo yabo, Umukuru n'Umukuru Wungirije ba RGB barahirira mu ruhamwe imbere ya Perezida wa Repubulika indahiro iteganywa n'Itegeko Nshinga.

Before taking office, the Chief Executive Officer and The Deputy Chief Executive Officer of RGB publicly take the oath of office provided for under the Constitution, before the President of the Republic.

Avant d'entrer en fonction, le Directeur Général en Chef et le Directeur Général en Chef Adjoint de RGB prêtent publiquement, devant le Président de la République, le serment prévu par la Constitution.

Ingingo ya 16: Inshingano z'Umukuru wa RGB

Umukuru wa RGB ashinzwe ibi bikurikira:

- 1° kuyobora no guhuza imirimo yose ya RGB;
- 2° gutumira no kuyobora inama za RGB;
- 3° gutanga raporo za RGB mu nzego ziteganyijwe muri iri tegeko;
- 4° gukurikirana imirimo ijyanye n'iyandikwa ry'Imitwe ya politiki n'imikorere yayo;
- 5° guhagararira RGB imbere y'amategeko;
- 6° gukurikirana no gushaka icyateza imbere itangazamakuru no kujya inama zatuma rirushaho gukora neza;
- 7° gukurikirana ibikorwa birebana n'iyandikwa ry'imiryango nyarwanda itari iya Leta n'imiryango mvamahanga itari iya Leta ndetse n'imiryango ishingiyeye ku myemerere;
- 8° kumenyesha ibyemezo bya RGB abo bigenewe;

Article 16: Responsibilities of the Chief Executive Officer

The Chief Executive Officer of RGB has the following responsibilities:

- 1° to lead and coordinate all the activities of RGB;
- 2° to convene and chair the meetings of RGB;
- 3° to submit reports of RGB to the institutions provided for by this Law;
- 4° to follow-up the performance of duties related to the registration and functioning of political organisations;
- 5° to serve as the legal representative of RGB;
- 6° to pursue and search for mechanisms likely to contribute to the development of the media sector and provide advice on how to improve its functioning;
- 7° to make a follow-up on activities related to the registration of national non-governmental organisations, international non-governmental organisations and faith-based organisations;
- 8° to notify those concerned of the decisions made by RGB;

Article 16: Attributions du Directeur Général en Chef

Le Directeur Général en Chef de RGB a les attributions suivantes:

- 1° diriger et coordonner toutes les activités de RGB ;
- 2° convoquer et présider les réunions de RGB ;
- 3° transmettre les rapports de RGB aux institutions prévues par la présente loi;
- 4° faire le suivi de l'exercice des fonctions relatives à l'enregistrement et au fonctionnement des formations politiques ;
- 5° être le représentant légal de RGB ;
- 6° poursuivre et chercher des mécanismes susceptibles de contribuer au développement du secteur des medias et fournir des conseils sur la manière d'assurer son meilleur fonctionnement;
- 7° faire le suivi des activités relatives à l'enregistrement des organisations non gouvernementales nationales, des organisations internationales non gouvernementales et des organisations de confessions religieuses;
- 8° notifier aux intéressés les décisions prises par RGB;

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9° kwemeza no gukurikirana ishyirwa mu bikorwa ry'imihigo y'Ubunyamabanga Bukuru bwa RGB.

9° to approve and make follow-up on the execution of the performance contract of the General Secretariat of RGB.

9° approuver l'exécution du contrat de performance du Secrétariat Général de RGB et en assurer le suivi.

Ingingo ya 17: Inshingano z'Umukuru Wungirije wa RGB

Article 17: Responsibilities of the Deputy Chief Executive Officer of RGB

Article 17: Attributions du Directeur Général en Chef Adjoint de RGB

Umukuru Wungirije wa RGB ashinzwe ibi bikurikira:

The Deputy Chief Executive Officer of RGB has the following responsibilities:

Le Directeur Général en Chef Adjoint de RGB a les attributions suivantes:

1° kunganira Umukuru w'Urwego no kumusimbura igihe adahari;

1° to assist the Chief Executive Officer and deputize for him/her in case of absence;

1° assister le Directeur Général en Chef et le remplacer en cas d'absence;

2° gukurikirana ibikorwa na gahunda z'ubushakashatsi, ubugenzuzi bwa serivisi na gahunda zirebana n'uburyo bw'umwimerere nyarwanda bwo kwishakamo ibisubizo;

2° to follow-up RGB's activities and research programs, service delivery monitoring and programs related to home-grown solutions;

2° faire le suivi des activités et des programmes de recherche de RGB, de l'évaluation de la prestation des services et des programmes relatifs aux solutions endogènes ;

3° gutegura amahugurwa ahabwa abatwaga kugira ngo bamenyere kugira uruhare mu miyoborere myiza;

3° to prepare training sessions for the population so that they may develop the culture of participating in good governance;

3° préparer des sessions de formation pour la population afin qu'elle puisse développer la culture de participation à la bonne gouvernance;

4° gutegura ibiganiro bihabwa abakozi ba Leta ndetse n'ab'inze zitari iza Leta, kugira ngo imiyoborere myiza n'imitangire ya serivisi byimakazwe;

4° to prepare seminars for public servants and for staff of non-governmental bodies so as to promote the culture of governance and quality of service delivery;

4° préparer des séminaires pour les agents de l'Etat et le personnel des organes non gouvernementaux afin d'instaurer la culture de bonne gouvernance et de prestation des services de qualité;

5° gukurikirana ishyirwa mu bikorwa ry'ibyemezo byafashwe na RGB ku birebana n'imitangire ya serivisi n'imiyoborere myiza;

5° to follow-up the implementation of RGB's decisions related to service delivery and good governance;

5° faire le suivi de la mise en œuvre des décisions de RGB relatives à la prestation des services et à la bonne gouvernance;

6° gukurikirana ibikorwa biyanye n'ihuriro ry'Abafatanyabikorwa mu iterambere;

6° to follow-up activities related to the Joint Action Development Forum;

6° faire le suivi des activités relatives au Forum d'Action Conjointe pour le Développement ;

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7° gukora izindi nshingano yahabwa n’Umukuru wa RGB zijyanye n’ishingano zayo.

7° to perform such other duties falling within the mission of RGB as may be assigned by the Chief Executive Officer.

7° s’acquitter d’autres tâches relevant de la mission de RGB que pourrait lui confier le Directeur Général en Chef.

Ingingo ya 18: Kuva ku murimo k’Umukuru n’Umukuru Wungirije ba RGB

Article 18: Termination of office of the Chief Executive Officer and the Deputy Chief Executive Officer of RGB

Article 18: Cessation de fonctions du Directeur Général en Chef et du Directeur Général en Chef Adjoint de RGB

Umukuru n’Umukuru Wungirije ba RGB bava ku murimo kubera imwe mu mpamvu zikurikira:

The Chief Executive Officer and the Deputy Chief Executive Officer of RGB cease to hold office due to one of the following grounds :

Le Directeur Général en Chef et le Directeur Général en Chef Adjoint de RGB cessent leurs fonctions pour l’une des raisons suivantes:

1° yeguye ku mirimo ku bushake cyangwa ahinduriwe imirimo;

1° voluntary resignation or assignment to another position;

1° démission volontaire ou affectation à un autre poste;

2° arangije manda ye ya mbere ntiyongere kwemezwa;

2° non-renewal of the term of office after expiry of the first term;

2° non-renouvellement du mandat après l’expiration du premier mandat;

3° atagishoboye gukora imirimo ye kubera ubumuga bw’umubiri cyangwa uburwayi bwo mu mutwe, byemejwe n’akanama k’abaganga batatu (3) bemewe na Leta;

3° physical or mental disability certified by a medical committee composed of three (3) recognized medical doctors;

3° incapacité physique ou mentale certifiée par un comité médical composé de trois (3) médecins agréés;

4° yananiwe umurimo we, atakiri inyangamugayo cyangwa atagifite umurava, ubushishozi n’ubushobozi byashingiweho ashyirwaho;

4° failure to discharge his/her duties, he/she is no longer a person of integrity or unable to show dedication, discernment and competence having served as the basis for his/her appointment;

4° incapacité à remplir ses fonctions, manque d’intégrité ou manque de dévouement, de discernement et de compétence ayant servi de base pour sa nomination;

5° arangije manda ze ebyiri (2);

5° completion of two (2) terms of office;

5° accomplissement de deux (2) mandats;

6° 6° apfuye.

6° death.

6° décès.

Icyemezo cyo kuvana Umukuru cyangwa Umukuru Wungirije ba RGB ku mirimo yabo kubera imwe mu mpamvu zivugwa mu gace ka 4° k’igika cya mbere

The decision to remove the Chief Executive Officer or the Deputy Chief Executive Officer of RGB from office due to one of the grounds mentioned in item 4° of

La décision de révoquer le Directeur Général en Chef ou le Directeur Général en Chef Adjoint de RGB pour l’une des raisons prévues au point 4° de l’alinéa premier

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cy'iyi ngingo gifatwa hakurikijwe inzira ikoreshwa mu kubashyiraho.	Paragraph One of this Article is taken in the same procedure as used for their appointment.	du présent article est prise selon la même procédure suivie pour leur nomination.
Kwegura ku mirimo k'Umukuru cyangwa Umukuru Wungirije ba RGB bigezwa kuri Perezida wa Repubulika mu nyandiko, Sena ikagenerwa kopi.	The resignation of the Chief Executive Officer or the Deputy Chief Executive Officer of RGB is tendered in writing to the President of the Republic with a copy to the Senate.	La démission du Directeur Général en Chef ou du Directeur Général en Chef Adjoint de RGB est remise par écrit au Président de la République et une copie est réservée au Sénat.
Kuvanwa ku mirimo bishingiye ku gace ka 3° k'igika cya mbere cy'iyi ngingo bikorwa binyuze mu Iteka rya Perezida, bikamenyeshwa Sena.	Removal from office on the basis of item 3° of Paragraph One of this Article is done through a Presidential Order and notified to the Senate.	La cessation de fonctions conformément au point 3° de l'alinéa premier du présent article se fait par un arrêté présidentiel, et le Sénat en est informé.
Umukuru cyangwa Umukuru Wungirije ba RGB uvuye ku mirimo, ku mpamvu iyo ariyo yose, asimburwa mu gihe kitarenze amezi atatu (3) avuyeho. Umusimbuye atangira manda ye.	The Chief Executive Officer or the Deputy Chief Executive Officer of RGB who ceases to hold office on any ground is replaced in a period not exceeding three (3) months from cessation of duties. His/her replacement starts a new separate term of office.	Le Directeur Général en Chef ou le Directeur Général en Chef Adjoint de RGB qui quitte ses fonctions pour une raison quelconque est remplacé dans un délai ne dépassant pas trois (3) mois à compter du moment où il quitte ses fonctions. Son remplaçant commence un nouveau mandat distinct du mandat interrompu.
<u>Ingingo ya 19:</u> Ibigenyerwa abagize Ubuyobozi Bukuru bwa RGB	<u>Article 19:</u> Benefits allocated to members of the Senior Management of RGB	<u>Article 19:</u> Avantages alloués aux membres de Direction Générale de RGB
Ibigenyerwa abagize Ubuyobozi Bukuru bwa RGB bigenwa n'Iteka rya Perezida.	Benefits allocated to members of the Senior Management of RGB are determined by a Presidential Order.	Les avantages alloués aux membres de la Direction Générale de RGB sont déterminés par un arrêté présidentiel.
<u>Akiciro ka 2:</u> Ubunyamabanga Bukuru bwa RGB	<u>Subsection 2:</u> General Secretariat of RGB	<u>Sous-section 2:</u> Secrétariat Général de RGB
<u>Ingingo ya 20:</u> Abagize Ubunyamabanga Bukuru bwa RGB	<u>Article 20:</u> Members of the General Secretariat of RGB	<u>Article 20:</u> Membres du Secrétariat Général de RGB
Ubunyamabanga Bukuru bwa RGB bugizwe n'Umunyamabanga Mukuru n'abakozi ba RGB.	The General Secretariat of RGB comprises the Secretary General and the staff of RGB.	Le Secrétariat Général de RGB est composé par le Secrétaire Général et le personnel de RGB.

Ingingo ya 21: Inshingano z'Umunyamabanga Mukuru wa RGB

Umunyamabanga Mukuru wa RGB ashinzwe:

- 1° gukurikirana no guhuza ibikorwa by'Ubunyamabanga Bukuru;
- 2° gukurikirana imicungire y'abakozi ba RGB;
- 3° gukurikirana imikorere ya RGB;
- 4° gucunga ingengo y'imari ya RGB;
- 5° gutegura imbanzirizamushinga y'ingengo y'imari;
- 6° kuba umwanditsi w'inama z'Ubuyobozi Bukuru bwa RGB;
- 7° gutegura gahunda y'ibikorwa yemezwa n'Ubuyobozi Bukuru;
- 8° gutegura amasezerano y'imihigo yemezwa n'Ubuyobozi Bukuru;
- 9° gukusanya no gusesengura amategeko afitanye isano n'inshingano za RGB mu mikorere n'imikoranire yayo ya buri munsu n'izindi nzego;

Article 21: Responsibilities of the Secretary General of RGB

The Secretary General of RGB has the following responsibilities:

- 1° to make a follow-up and coordinate the activities of the General Secretariat;
- 2° to make a follow-up of the management of RGB staff;
- 3° to monitor the performance of RGB;
- 4° to manage the budget of RGB;
- 5° to prepare the draft budget proposal;
- 6° to serve as the rapporteur of the meetings of RGB Senior Management;
- 7° to prepare the action plan to be approved by the Senior Management;
- 8° to prepare the performance contract to be approved by the Senior Management;
- 9° to collect and analyse laws relating to responsibilities of RGB regarding its functioning and its day-to-day collaboration with other institutions;

Article 21: Attributions du Secrétaire Général de RGB

Le Secrétaire Général de RGB a les attributions suivantes:

- 1° assurer le suivi et la coordination des activités du Secrétariat Général;
- 2° faire le suivi de la gestion du personnel de RGB;
- 3° faire le suivi de la performance de RGB;
- 4° gérer le budget de RGB ;
- 5° préparer l'avant-projet de budget ;
- 6° être le rapporteur des réunions de la Direction Générale de RGB ;
- 7° élaborer le plan d'action à soumettre à l'approbation de la Direction Générale ;
- 8° préparer le contrat de performance à soumettre à l'approbation de la Direction Générale;
- 9° collecter et analyser les lois relatives aux attributions de RGB concernant son fonctionnement et sa collaboration au quotidien avec d'autres institutions;

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10° kuzuza izindi nshingano ahawe n'Umukuru wa RGB.	10° to perform such other duties as may be assigned to him/her by the Chief Executive Officer of RGB.	10° s'acquitter d'autres tâches lui confiées par le Directeur Général en Chef de RGB.
<u>Ingingo ya 22: Ishyirwaho ry'Umunyamabanga Mukuru n'abakozi ba RGB</u>	<u>Article 22: Appointment of the Secretary General and staff of RGB</u>	<u>Article 22: Nomination du Secrétaire Général et du personnel de RGB</u>
Umunyamabanga Mukuru wa RGB ashwirwaho n'Iteka rya Perezida.	The Secretary General of RGB is appointed by a Presidential Order.	Le Secrétaire Général de RGB est nommé par un arrêté présidentiel.
Abakozi ba RGB bashwirwaho kandi bakagengwa na sitati yihariye ishyirwaho n'Iteka rya Perezida.	The staff of RGB is appointed and governed by special statutes established by a Presidential Order.	Le personnel de RGB est nommé et régi par un statut particulier établi par un arrêté présidentiel.
<u>Ingingo ya 23: Imiterere y'inzego z'imirimo za RGB</u>	<u>Article 23: Organisational structure of RGB</u>	<u>Article 23 : Cadre organique de RGB</u>
Iteka rya Minisitiri w'Intebe rigena imiterere y'inzego z'imirimo za RGB.	A Prime Minister's Order determines the organisational structure of RGB.	Un arrêté du Premier Ministre détermine le cadre organique de RGB.
<u>Icyiciro cya 2: Ihuriro Ngishwanama ku Miyoborere</u>	<u>Section 2: Governance Advisory Forum</u>	<u>Section 2: Forum Consultatif sur la Gouvernance</u>
<u>Ingingo ya 24: Ihuriro Ngishwanama ku Miyoborere</u>	<u>Article 24: Governance Advisory Forum</u>	<u>Article 24: Forum Consultatif sur la Gouvernance</u>
Hashyizweho Ihuriro Ngishwanama ku Miyoborere rishinzwe gutanga inama ku rwego rw'Ubuyobozi Bukuru bwa RGB zigamije kurufasha kuzuza neza inshingano zarwo.	There is established a Governance Advisory Forum in charge of advising the Senior Management of RGB in order to help it properly discharge its responsibilities.	Il est créé un Forum Consultatif sur la Gouvernance chargé de donner des conseils à la Direction Générale de RGB pour l'aider à bien s'acquitter de ses attributions.
Ihuriro Ngishwanama ku Miyoborere rigizwe n'abantu b'ingeri zinyuranye b'inararibonye bashwirwaho n'Iteka rya Perezida.	The Governance Advisory Forum is composed of wise persons of different categories appointed by a Presidential Order.	Le Forum Consultatif sur la Gouvernance est composé des personnes sages de différentes catégories nommées par un arrêté présidentiel.
Abagize ihuriro Ngishwanama ku Miyoborere bashobora kuba ari Abanyarwanda n'abanyamahanga.	Members of the Governance Advisory Forum may be Rwandan and foreign nationals.	Les membres du Forum Consultatif sur la Gouvernance peuvent être des ressortissants rwandais et étrangers.

Iteka rya Perezida rigena umubare w'abagize Ihuriro Ngishwanama ku Miyoborere n'inzego baturukamo.

Ingingo ya 25: Itumizwa n'iterana ry'inama y'Ihuriro Ngishwanama ku Miyoborere

Inama y'Ihuriro Ngishwanama ku Miyoborere iterana nibura rimwe mu mwaka n'igihe cyose bibaye ngombwa. Inama y'Ihuriro Ngishwanama ku Miyoborere itumizwa kandi ikanayoborwa n'Umukuru wa RGB.

Iteka rya Perezida rigena ibindi byerekeye imiterere n'imikorere by'Ihuriro Ngishwanama ku Miyoborere.

UMUTWE WA IV: IMIKORERE N'IMIKORANIRE YA RGB N'IZINDI NZEGO

Icyiciro cya mbere: Imikorere ya RGB

Ingingo ya 26: Amasezerano y'imihigo

Mu rwego rwo kwimakaza imiyoborere igamiye iterambere, hagati y'Ubuyobozi Bukuru n'Ubunyamabanga Bukuru bwa RGB hakorwa amasezerano y'imihigo ya buri mwaka agaragaza ku buryo burambuye umusaruro uteganywa kugerwaho ndetse n'ingamba zo kuwugeraho.

A Presidential Order determines the number of members to the Governance Advisory Forum and institutions they come from.

Article 25: Convening and holding of the meeting of the Governance Advisory Forum

The meeting of the Governance Advisory Forum is held at least once a year and whenever considered necessary. The meeting of the Governance Advisory Forum is convened and chaired by the Chief Executive Officer of RGB.

A Presidential Order determines other issues related to the organisation and functioning of the Governance Advisory Forum.

CHAPTER IV: FUNCTIONING OF RGB AND ITS RELATIONSHIP WITH OTHER INSTITUTIONS

Section One: Functioning of RGB

Article 26: Performance contract

In order to promote governance for production, there is concluded between the Senior Management of RDB and its General Secretariat, an annual performance contract detailing expected results and strategies to achieve them.

Un arrêté présidentiel détermine le nombre des membres du Forum Consultatif sur la Gouvernance et leurs institutions de provenance.

Article 25: Convocation et tenue de la réunion du Forum Consultatif sur la Gouvernance

La réunion du Forum Consultatif sur la Gouvernance se tient au moins une fois par an et chaque fois que de besoin. La réunion du Forum Consultatif sur la Gouvernance est convoquée et présidée par Le Directeur Général en Chef de RGB.

Un arrêté présidentiel détermine d'autres questions relatives à l'organisation et au fonctionnement du Forum Consultatif sur la Gouvernance.

CHAPITRE IV: FONCTIONNEMENT DE RGB ET SES RELATIONS AVEC D'AUTRES INSTITUTIONS

Section première : Fonctionnement de RGB

Article 26: Contrat de performance

Pour promouvoir une gouvernance orientée vers le développement, il est conclu entre la Direction Générale de RGB et son Secrétariat Général, un contrat annuel de performance indiquant, en détail, les résultats escomptés ainsi que les stratégies de leur réalisation.

Ingingo ya 27: Imikorere y'inzego za RGB

Amategeko Ngengamikorere ya RGB ateganya uburyo bw'imikorere n'imikoranire by'inzego zayo.

Ingingo ya 28: Imikoranire n'izindi nzego

Mu rwego rwo kurangiza inshingano zarwo, Urwego rukorana n'izindi nzego, ntirwivanga mu mikorere yazo ya buri muni. Ntirunafata ibyemezo mu mwanya wazo.

Urwego rushyikiriza inzego bireba ibibazo by'imiyoborere n'imitangire ya serivisi mu gihe cyagenwe. Izo nzego zigomba kuraha igisubizo.

Iyo igisubizo kitabonetse mu gihe cyagenwe, Urwego rwibutsa inshuro imwe gusa kandi rukerekana ibigomba gukorwa kugira ngo ibibazo byagaragajwe bikemurwe.

Ingingo ya 29: Gutanga raporo na gahunda y'ibikorwa bya RGB

Mu mezi atatu (3) ya mbere ya buri mwaka w'ingengo y'imari, RGB igeza kuri Perezida wa Repubulika no ku Nteko Ishinga Amategeko, Imitwe yombi iteranye, raporo ikubiyemo ibikorwa by'Urwego by'umwaka uheruka na gahunda y'ibikorwa by'umwaka ukurikira. Kopi y'iyi raporo ihabwa Perezida w'Urukiko rw'Ikirenga na Minisitiri w'Intebe.

Inzego zagenzuwe zihabwa kopi y'igice cya raporo kizerekeye.

Article 27: Functioning of the organs of RGB

The Internal Rules and Regulations of RGB determine the functioning of organs of RGB and the relationships between them.

Article 28: Relationship with other institutions

In order to fulfil its mission, RGB collaborates with other institutions but does not interfere with their daily functioning. It does not either make decisions on their behalf.

RGB submits to relevant organs issues related to governance and service delivery. These organs must provide response about these issues.

If such issues are not addressed within the prescribed time limit, RGB reminds the concerned organ, only once, to address the issues and specifies what action to take to address issues identified.

Article 29: Submitting the report and action plan of RGB

Within the first three (3) months of every fiscal year, RGB submits to the President of the Republic and Parliament, both Chambers in a joint sitting, the activity report for the previous year and the action plan for the following year.

A copy of this report is submitted to the President of the Supreme Court and to the Prime Minister.

Institutions having been monitored receive a copy of their respective part of the report.

Article 27: Fonctionnement des organes de RGB

Le Règlement d'Ordre Intérieur de RGB détermine le fonctionnement des organes de RGB ainsi que les relations entre ces organes.

Article 28: Relations avec d'autres institutions

Pour accomplir sa mission, RGB collabore avec d'autres institutions mais n'entre pas dans leur fonctionnement quotidien. Il ne prend pas non plus des décisions à leur place.

RGB fait part aux organes concernés des questions liées à la gouvernance et à la prestation des services. Ces organes doivent y donner suite.

S'il n'est pas donné suite à ces questions dans les délais impartis, RGB rappelle une seule fois à l'organe concerné d'y donner suite et indique les mesures devant être prises pour régler les questions identifiées.

Article 29: Présentation du rapport et du plan d'action de RGB

Au cours des trois (3) premiers mois de chaque exercice budgétaire, RGB présente au Président de la République et au Parlement, les deux Chambres réunies en séance commune, son rapport d'activités de l'année précédente et le plan d'action pour l'année suivante.

Une copie de ce rapport est transmise au Président de la Cour Suprême et au Premier Ministre.

Les institutions ayant fait l'objet d'évaluation reçoivent une copie de la partie du rapport qui les concerne.

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Inteko Ishinga Amategeko isesengura raporo kandi ikayifataho imyanzuro ishyikirizwa Guverinoma mu gihe kitarenze amezi atandatu (6).

Ingingo ya 30: Isakaza rya raporo za RGB

RGB isakaza raporo yayo y'umwaka Inteko Ishinga Amategeko imaze kuyakira.

UMUTWE WA V: UMUTUNGO N'IMARI BYA RGB

Ingingo ya 31: Inkomoko y'umutungo wa RGB

Umutungo wa RGB ugizwe n'ibintu byimukanwa n'ibitimukanwa.

Ukomoka kuri ibi bikurikira:

- 1° ingengo y'imari igenerwa na Leta;
- 2° inkunga za Leta cyangwa iz'abafatanyabikorwa;
- 3° inguzanyo zihabwa RGB zemewe na Minisitiri ufite imari mu nshingano ze;
- 4° impano n'indagano.

Ingingo ya 32: Imikoreshereze, imicungire n'imigenzurire by'umutungo

Imikoreshereze, imicungire n'imigenzurire by'umutungo wa RGB bikorwa hakurikijwe amategeko abigenga.

The Parliament considers the report and makes recommendations that it submits to the Cabinet within six (6) months.

Article 30: Dissemination of the report of RGB

RGB disseminates its annual report after tabling before Parliament.

CHAPTER V: PROPERTY AND FINANCE OF RGB

Article 31: Sources of the property of RGB

The property of RGB is composed of movable and immovable assets.

It derives from the following:

- 1° State budget allocations;
- 2° subsidies and grants from government or partners;
- 3° loans granted to RGB approved by the Minister in charge of finance;
- 4° donations and bequests.

Article 32: Use, management and audit of RGB property

The use, management and audit of RGB property are carried out in accordance with relevant laws.

Le Parlement examine le rapport et émet les recommandations qu'il adresse au Gouvernement dans un délai de six (6) mois.

Article 30: Diffusion du rapport de RGB

RGB diffuse son rapport annuel après l'avoir présenté au Parlement.

CHAPITRE V: PATRIMOINE ET FINANCES DE RGB

Article 31: Sources du patrimoine de RGB

Le patrimoine de RGB comprend les biens meubles et immeubles.

Il provient de ce qui suit :

- 1° les allocations budgétaires de l'Etat;
- 2° les subventions et dons de l'Etat ou des partenaires;
- 3° les prêts accordés à RGB approuvés par le Ministre ayant les finances dans ses attributions;
- 4° les dons et legs.

Article 32: Utilisation, gestion et audit du patrimoine de RGB

L'utilisation, la gestion et l'audit du patrimoine de RGB sont effectués conformément à la législation en la matière.

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Ubugenzuzi bushinzwe igenzura rya buri munsu ry'imikoreshereze y'umutungo wa RGB buha raporo Ubuyobozi Bukuru bwa RGB, bukagera kopi Umunyamabanga Mukuru wa RGB.

Ingingo ya 33: Raporo y'imari

RGB igenerwa ingengo y'imari ya Leta. Raporo y'imikoreshereze yayo igezwa ku rwego rubifitiye ububasha.

UMUTWE WA VI: INGINGO Z'INZIBACYUHO N'IZISOZA

Ingingo ya 34: Igihe cy'inzibacyuho

Imirimo yakozwe na RGB hashingiwe ku Itegeko n° 41/2011 ryo ku wa 30/09/2011 rishyiraho Ikigo cy'Igihugu Gishinzwe Imiyoborere rikanagena inshingano, imiterere n'imikorere byacyo igumana agaciro kayo.

RGB ishyizweho n'iri tegeko ihawe igihe kitarenze amezi atandatu (6) uhaye umunsi iri tegeko ritangarijwe mu Igazeti ya Leta ya Repubulika y'u Rwanda kugira ngo ibe yahuje imirimo yakorwaga n'iy'ikigo cy'Igihugu gishinzwe Imiyoborere hakurikijwe ibiteganywa n'iri tegeko.

Ingingo ya 35: Kwegurirwa abakozi n'umutungo

Abakozi, amasezerano, imitungo yimukanwa n'itimukanwa n'imyenda byari ibya RGB yashyizweho n'Itegeko n° 41/2011 ryo ku wa 30/09/2011 rishyiraho

The internal audit of RGB submits report to the Senior Management of RGB and gives a copy to the Secretary General of RGB.

Article 33: Financial report

RGB receives State budget allocations. Its budget execution report is submitted to the competent authority.

CHAPTER VI: TRANSITIONAL AND FINAL PROVISIONS

Article 34: Transitional period

Acts performed by RGB by virtue of Law n° 41/2011 of 30/09/2011 establishing the Rwanda Governance Board and determining its mission, organisation and functioning remain valid.

RGB established under this Law has a period not exceeding six (6) months from the date of publication of this Law in the Official Gazette of the Republic of Rwanda to harmonize its activities with those that were carried out by the Rwanda Governance Board in accordance with the provisions of this Law.

Article 35: Transfer of the staff and property

The Staff, contracts, movable and immovable assets as well as liabilities previously owned by RGB established by Law n° 41/2011 of 30/09/2011 establishing the

Le service d'audit interne de RGB transmet son rapport à la Direction Générale de RGB et réserve une copie au Secrétaire Général de RGB.

Article 33: Rapport financier

RGB bénéficie des allocations budgétaires de l'Etat. Son rapport d'exécution budgétaire est soumis à l'autorité compétente.

CHAPITRE VI: DISPOSITIONS TRANSITOIRES ET FINALES

Article 34: Période transitoire

Les actes ayant été posés par RGB en vertu de la Loi n° 41/2011 du 30/09/2011 portant création de l'Office Rwandais de la Gouvernance et déterminant sa mission, son organisation et son fonctionnement restent valables.

RGB créé en vertu de la présente loi dispose d'un délai ne dépassant pas six (6) mois à compter de la date de publication de la présente loi au Journal Officiel de la République du Rwanda pour harmoniser ses activités avec celles qui étaient assurées par l'Office Rwandais de la Gouvernance conformément aux dispositions de la présente loi.

Article 35: Transfert du personnel et du patrimoine

Le personnel, les contrats, les biens meubles et immeubles ainsi que le passif qui appartenaient à RGB créé par la Loi n° 41/2011 du 30/09/2011 portant

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Ikigo cy'Igihugu Gishinzwe Imiyoborere rikanagena inshingano, imiterere n'imikorere byacyo byeguriwe RGB ishyizweho n'iri tegeko.

Rwanda Governance Board and determining its mission, organisation and functioning are transferred to RGB established under this Law.

création de l'Office Rwandais de la Gouvernance et déterminant sa mission, son organisation et son fonctionnement sont transférés à RGB créé en vertu de la présente loi.

Ingingo ya 36: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Article 36: Drafting, consideration and adoption of this Law

Article 36: Initiation, examen et adoption de la présente loi

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

This Law was drafted, considered and adopted in Kinyarwanda.

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

Ingingo ya 37: Ivanwaho ry'itegeko n'ingingo z'amategeko zinyuranyije n'iri tegeko

Article 37: Repealing provision

Article 37: Disposition abrogatoire

Itegeko n° 41/2011 ryo ku wa 30/09/2011 rishyiraho Ikigo cy'Igihugu Gishinzwe Imiyoborere rikanagena inshingano, imiterere n'imikorere byacyo n'izindi ingingo zose z'amategeko abanziriza iri kandi zinyuranyije na ryo bivanyweho.

Law n° 41/2011 of 30/09/2011 establishing Rwanda Governance Board and determining its mission and organisation and all other prior legal provisions contrary to this Law are repealed.

La Loi n° 41/2011 du 30/09/2011 portant création de l'Office Rwandais de la Gouvernance et déterminant sa mission, son organisation et son fonctionnement et toutes les autres dispositions légales antérieures contraires à la présente loi sont abrogées.

Ingingo ya 38: Igihe iri tegeko ritangira gukurikizwa

Article 38: Commencement

Article 38: Entrée en vigueur

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

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

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

Kigali, ku wa **16/12/2016**

Kigali, on **16/12/2016**

Kigali, le **16/12/2016**

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(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

**ITEGEKO N°57/2016 RYO KU WA
19/12/2016 RYEMERA KWEMEZA
BURUNDU AMASEZERANO
Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI, MU RWANDA KU
WA 03 UGUSHYINGO 2016, HAGATI YA
REPUBULIKA Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITANDATU N'UMUNANI
N'IBIHUMBI MAGANA ABIRI
Z'AMADETESI (68.200.000 DTS) AGENEWE
UBURYO BWO KURENGERA
ABATISHOBOYE - ICYICIRO CYA III**

**LAW N°57/2016 OF 19/12/2016
APPROVING THE RATIFICATION OF
THE FINANCING AGREEMENT SIGNED
IN KIGALI, RWANDA ON 03 NOVEMBER
2016, BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF SIXTY
EIGHT MILLION TWO HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 68,200,000) FOR THE
SOCIAL PROTECTION SYSTEM - PHASE
III**

**LOI N°57/2016 DU 19/12/2016
APPROUVANT LA RATIFICATION DE
L'ACCORD DE FINANCEMENT SIGNE A
KIGALI, AU RWANDA LE 03 NOVEMBRE
2016, ENTRE LA REPUBLIQUE DU
RWANDA ET L'ASSOCIATION
INTERNATIONALE DE
DEVELOPPEMENT (IDA), RELATIF AU
CREDIT DE SOIXANTE-HUIT MILLIONS
DEUX CENT MILLE DROITS DE TIRAGE
SPECIAUX (68.200.000 DTS) POUR LE
SYSTEME DE PROTECTION SOCIALE -
PHASE III**

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**ITEGEKO N°57/2016 RYO KU WA
19/12/2016 RYEMERA KWEMEZA
BURUNDU AMASEZERANO
Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI, MU RWANDA
KUWA 03 UGUSHYINGO 2016, HAGATI YA
REPUBULIKA Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITANDATU N'UMUNANI
N'IBIHUMBI MAGANA ABIRI
Z'AMADETESI (68.200.000 DTS) AGENEWE
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ABATISHOBOYE - ICYICIRO CYA III**

**LAW N°57/2016 OF 19/12/2016
APPROVING THE RATIFICATION OF
THE FINANCING AGREEMENT SIGNED
IN KIGALI, RWANDA ON 03 NOVEMBER
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RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF SIXTY
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SOCIAL PROTECTION SYSTEM - PHASE
III**

**LOI N°57/2016 DU 19/12/2016
APPROUVANT LA RATIFICATION DE
L'ACCORD DE FINANCEMENT SIGNE A
KIGALI, AU RWANDA LE 03 NOVEMBRE
2016, ENTRE LA REPUBLIQUE DU
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INTERNATIONALE DE
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CREDIT DE SOIXANTE-HUIT MILLIONS
DEUX CENT MILLE DROITS DE TIRAGE
SPECIAUX (68.200.000 DTS) POUR LE
SYSTEME DE PROTECTION SOCIALE -
PHASE III**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 5
Ukuboza 2016;

The Chamber of Deputies, in its session of 5
December 2016;

La Chambre des Députés, en sa séance du 5
décembre 2016 ;

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

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

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

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cyane cyane mu ngingo zaryo iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

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

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

Imaze gusuzuma Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 03 Ugushyingo 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mironko itandatu n'umunani n'ibihunbi magana abiri z'amadetsi (68.200.000 DTS) agenewe uburyo bwo kurengera abatishoboye - icyiciro cya III;

After consideration of the Financing Agreement signed in Kigali, Rwanda on 03 November 2016, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty eight million two hundred thousand Special Drawing Rights (SDR 68,200,000) for the social protection system - Phase III;

Après examen de l'Accord de financement signé à Kigali, au Rwanda le 03 novembre 2016, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-huit millions deux cent mille Droits de Tirage Spéciaux (68.200.000 DTS) pour le système de protection sociale - Phase III;

YEMEJE:

ADOPTS:

ADOpte :

Ingingo ya mbere : Kwemera kwemeza burundu

Article One : Approval for ratification

Article premier: Approbation pour ratification

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 03 Ugushyingo 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mironko itandatu n'umunani n'ibihunbi magana abiri z'amadetsi (68.200.000 DTS) agenewe uburyo bwo kurengera abatishoboye - icyiciro cya III, ari ku mugereka, yemerewe kwemezwa burundu.

The Financing Agreement signed in Kigali, Rwanda on 03 November 2016, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty eight million two hundred thousand Special Drawing Rights (SDR 68,200,000) for the social protection system - Phase III, in annex, is hereby approved for ratification.

L'Accord de financement signé à Kigali, au Rwanda le 03 novembre 2016, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-huit millions deux cent mille Droits de Tirage Spéciaux (68.200.000 DTS) pour le système de protection sociale - Phase III, en annexe, est approuvé pour ratification.

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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 munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.

Kigali, ku wa **19/12/2016**

(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: 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 **19/12/2016**

(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 : 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 **19/12/2016**

(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

**ITEGEKO N°58/2016 RYO KU WA 19/12/2016
RYEMERA KWEMEZA BURUNDU
AMASEZERANO YASHYIRIWEHO
UMUKONO I ROMA MU BUTALIYANI KU
WA 04 UGUSHYINGO 2016, HAGATI YA
REPUBLICA Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA KIGAMIJE GUTEZA
IMBERE UBUHINZI (IFAD),
YEREKERANYE N'INGUZANYO INGANA
NA MILIYONI MIRONGO ITATU N'IMWE
N'IBIHUMBI MAGANA ATATU NA
MIRONGO ITANU Z'AMADETESI
(31.350.000 DTS) N'IMPANO INGANA
N'IBIHUMBI MAGANA ARINDWI NA
MIRONGO CYENDA Z'AMADETESI
(790.000 DTS) AGENEWE UMUSHINGA WO
GUTEZA IMBERE UMUKAMO W'AMATA
MU RWANDA**

**LAW N°58/2016 OF 19/12/2016
APPROVING THE RATIFICATION OF
THE FINANCING AGREEMENT SIGNED
IN ROME, ITALY ON 4 NOVEMBER 2016,
BETWEEN THE REPUBLIC OF RWANDA
AND THE INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT
(IFAD), RELATING TO THE LOAN OF
THIRTY ONE MILLION THREE
HUNDRED AND FIFTY THOUSAND
SPECIAL DRAWING RIGHTS (SDR
31,350,000) AND THE GRANT OF SEVEN
HUNDRED AND NINETY THOUSAND
SPECIAL DRAWING RIGHTS (SDR
790,000) FOR THE RWANDA DAIRY
DEVELOPMENT PROJECT**

**LOI N°58/2016 DU 19/12/2016
APPROUVANT LA RATIFICATION DE
L'ACCORD DE FINANCEMENT SIGNE A
ROME, EN ITALIE LE 04 NOVEMBRE
2016, ENTRE LA REPUBLIQUE DU
RWANDA ET LE FONDS
INTERNATIONAL POUR LE
DEVELOPPEMENT AGRICOLE (FIDA),
RELATIF AU PRET DE TRENTE ET UN
MILLIONS TROIS CENT CINQUANTE
(31.350.000 DTS) ET AU DON DE SEPT
CENT QUATRE-VINGT-DIX MILLE
DROITS DE TIRAGE SPECIAUX (790.000
DTS) POUR LE PROJET DE
DEVELOPPEMENT LAITIER AU
RWANDA**

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**Ingingo ya mbere: Kwemera kwemeza
burundu**

**Ingingo ya 2: Itegurwa, isuzumwa n'itorwa
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**Ingingo ya 3: Igihe iri tegeko ritangira
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**ITEGEKO N°58/2016 RYOKU WA 19/12/2016
RYEMERA KWEMEZA BURUNDU
AMASEZERANO YASHYIRIWEHO
UMUKONO I ROMA MU BUTALIYANI KU
WA 04 UGUSHYINGO 2016, HAGATI YA
REPUBLICA Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA KIGAMIJE GUTEZA
IMBERE UBUHINZI (IFAD),
YEREKERANYE N'INGUZANYO INGANA
NA MILIYONI MIRONGO ITATU N'IMWE
N'IBIHUMBI MAGANA ATATU NA
MIRONGO ITANU Z'AMADETESI
(31.350.000 DTS) N'IMPANO INGANA
N'IBIHUMBI MAGANA ARINDWI NA
MIRONGO CYENDA Z'AMADETESI
(790.000 DTS) AGENEWE UMUSHINGA WO
GUTEZA IMBERE UMUKAMO W'AMATA
MU RWANDA**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 5
Ukubozwa 2016;

**LAW N°58/2016 OF 19/12/2016
APPROVING THE RATIFICATION OF
THE FINANCING AGREEMENT SIGNED
IN ROME, ITALY ON 4 NOVEMBER 2016,
BETWEEN THE REPUBLIC OF RWANDA
AND THE INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT
(IFAD), RELATING TO THE LOAN OF
THIRTY ONE MILLION THREE
HUNDRED AND FIFTY THOUSAND
SPECIAL DRAWING RIGHTS (SDR
31,350,000) AND THE GRANT OF SEVEN
HUNDRED AND NINETY THOUSAND
SPECIAL DRAWING RIGHTS (SDR
790,000) FOR THE RWANDA DAIRY
DEVELOPMENT PROJECT**

We, KAGAME Paul,
President of the Republic;

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

THE PARLIAMENT:

The Chamber of Deputies, in its session of 05
December 2016;

**LOI N°58/2016 DU 19/12/2016
APPROUVANT LA RATIFICATION DE
L'ACCORD DE FINANCEMENT SIGNE A
ROME, EN ITALIE LE 04 NOVEMBRE
2016, ENTRE LA REPUBLIQUE DU
RWANDA ET LE FONDS
INTERNATIONAL POUR LE
DEVELOPPEMENT AGRICOLE (FIDA),
RELATIF AU PRET DE TRENTE ET UN
MILLIONS TROIS CENT CINQUANTE
(31.350.000 DTS) ET AU DON DE SEPT
CENT QUATRE-VINGT-DIX MILLE
DROITS DE TIRAGE SPECIAUX (790.000
DTS) POUR LE PROJET DE
DEVELOPPEMENT LAITIER AU
RWANDA**

Nous, KAGAME Paul,
Président de la République;

**LE PARLEMENT A ADOPTE ET NOUS
SANCTIONNONS, PROMULGUONS LA
LOI DONT LA TENUEUR 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 05
décembre 2016;

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

Imaze gusuzuma Amasezerano yashyiriweho umukono i Roma mu Butaliyani ku wa 04 Ugushyingo 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Kigamije Guteza Imbere Ubuhinzi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'imwe n'ibihumbi magana atatu na mirongo itanu z'amadetsi (31.350.000 DTS) n'impano ingana n'ibihumbi magana arindwi na mirongo cyenda z'amadetsi (790.000 DTS) agenewe umushinga wo guteza imbere umukamo w'amata mu Rwanda;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano yashyiriweho umukono i Roma mu Butaliyani ku wa 04 Ugushyingo 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Kigamije Guteza Imbere Ubuhinzi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'imwe n'ibihumbi magana atatu na mirongo itanu z'amadetsi (31.350.000 DTS) n'impano ingana n'ibihumbi magana arindwi na mirongo cyenda z'amadetsi (790.000 DTS) agenewe umushinga wo guteza imbere umukamo

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

After consideration of the Financing Agreement signed in Rome, Italy on 4 November 2016, between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of thirty one million three hundred and fifty thousand Special Drawing Rights (SDR 31,350,000) and the grant of seven hundred and ninety thousand Special Drawing Rights (SDR 790,000) for the Rwanda dairy development project;

ADOPTS:

Article one: Approval for ratification

The Financing Agreement signed in Rome, Italy on 4 November 2016, between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of thirty one million three hundred and fifty thousand Special Drawing Rights (SDR 31,350,000) and the Grant of seven hundred and ninety thousand Special Drawing Rights (SDR 790,000) for the Rwanda dairy development project, in annex, is approved for ratification.

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

Après examen de l'Accord de financement signé à Rome, en Italie le 04 novembre 2016, entre la République du Rwanda et le Fonds International pour le Développement Agricole (FIDA), relatif au prêt de trente et un millions trois cent cinquante mille Droits de Tirage Spéciaux (31.350.000 DTS) et au Don de sept cent quatre-vingt-dix mille Droits de Tirage Spéciaux (790.000 DTS) pour le projet de développement laitier au Rwanda;

ADOpte:

Article premier: Approbation pour ratification

L'Accord de financement signé à Rome, en Italie le 04 novembre 2016, entre la République du Rwanda et le Fonds International pour le Développement Agricole (FIDA), relatif au prêt de trente et un millions trois cent cinquante mille Droits de Tirage Spéciaux (31.350.000 DTS) et au Don de sept cent quatre-vingt-dix mille Droits de Tirage Spéciaux (790.000 DTS) pour le projet de développement laitier au Rwanda, en annexe, est approuvé pour ratification.

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w'amata mu Rwanda, ari ku mugereka, yemerewe kwemezwa burundu.

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 ukurikizwa

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

Kigali, ku wa 19/12/2016

(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: 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 19/12/2016

(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: 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 19/12/2016

(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° 28/01 RYO KU WA 19/12/2016 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA KU WA 03 UGUSHYINGO 2016, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'UMUNANI N'IBIHUMBI MAGANA ABIRI Z'AMADETESI (68.200.000 DTS) AGENEWE UBURYO BWO KURENGERA ABATISHOBOYE-ICYICIRO CYA III

PRESIDENTIAL ORDER N°28/01 OF 19/12/2016 RATIFYING THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA ON 03 NOVEMBER 2016, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF SIXTY EIGHT MILLION TWO HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 68,200,000) FOR THE SOCIAL PROTECTION SYSTEM - PHASE III

ARRETE PRESIDENTIEL N°28/01 DU 19/12/2016 RATIFIANT L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA LE 03 NOVEMBRE 2016, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE SOIXANTE-HUIT MILLIONS DEUX CENT MILLE DROITS DE TIRAGE SPECIAUX (68.200.000 DTS) POUR LE SYSTEME DE PROTECTION SOCIALE - PHASE III

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**ITEKA RYA PEREZIDA N° 28/01 RYO KU
WA 19/12/2016. RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA KUWA 03 UGUSHYINGO
2016, HAGATI YA REPUBULIKA Y'U
RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITANDATU N'UMUNANI
N'IBIHUMBI MAGANA ABIRI
Z'AMADETESI (68.200.000 DTS)
AGENEWE UBURYO BWO KURENGERA
ABATISHOBOYE - ICYICIRO CYA III**

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'ya 176;

Dushingiye ku Itegeko n° 57/2016 ryo ku wa 19/12/2016 ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda kuwa 03 Ugushyingo 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'umunani n'ibihumbi magana abiri z'Amadetes (68.200.000 DTS) agenewe uburyo bwo kurengera abatishoboye - icyiciro cya III;

**PRESIDENTIAL ORDER N°28/01 OF
19/12/2016 RATIFYING THE
FINANCING AGREEMENT SIGNED IN
KIGALI, RWANDA ON 03 NOVEMBER
2016, BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF SIXTY
EIGHT MILLION TWO HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 68,200,000) FOR THE
SOCIAL PROTECTION SYSTEM -
PHASE III**

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° 57/2016 of 19/12/2016 approving the ratification of the Financing Agreement signed in Kigali, Rwanda on 03 November 2016, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty eight million two hundred thousand Special Drawing Rights (SDR 68,200,000) for the Social Protection System - Phase III;

**ARRETE PRESIDENTIEL N°28/01 DU
19/12/2016 RATIFIANT L'ACCORD DE
FINANCEMENT SIGNE A KIGALI, AU
RWANDA LE 03 NOVEMBRE 2016,
ENTRE LA REPUBLIQUE DU RWANDA
ET L'ASSOCIATION INTERNATIONALE
DE DEVELOPPEMENT (IDA), RELATIF
AU CREDIT DE SOIXANTE-HUIT
MILLIONS DEUX CENT MILLE DROITS
DE TIRAGE SPECIAUX (68.200.000 DTS)
POUR LE SYSTEME DE PROTECTION
SOCIALE - PHASE III**

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° 57/2016 du 19/12/2016 approuvant la ratification de l'Accord de Financement signé à Kigali, au Rwanda le 03 Novembre 2016, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-huit millions deux cent mille Droits de Tirage Spéciaux (68.200.000 DTS) pour le Système de Protection Sociale - Phase III;

Official Gazette n° 51bis of 19/12/2016

Tumaze kubona amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 03 Ugushyingo 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'umunani n'ibihumbi magana abiri z'Amadetsi (68.200.000 DTS) agenewe uburyo bwo kurengera abatishoboye - icyiciro cya III;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE :

Ingingo ya mbere : Kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 03 Ugushyingo 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'umunani n'ibihumbi magana abiri z'Amadetsi (68.200.000 DTS) agenewe uburyo bwo kurengera abatishoboye - icyiciro cya III ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Considering the Financing Agreement signed in Kigali, Rwanda on 03 November 2016, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty eight million two hundred thousand Special Drawing Rights (SDR 68,200,000) for the Social Protection System - Phase III;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet;

HAVE ORDERED AND HEREBY ORDER:

Article One : Ratification

The Financing Agreement signed in Kigali, Rwanda on 03 November 2016, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty eight million two hundred thousand Special Drawing Rights (SDR 68,200,000) for the Social Protection System - Phase III annexed to this Order is ratified and becomes fully effective.

Considérant l'Accord de Financement signé à Kigali, au Rwanda le 03 Novembre 2016, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-huit millions deux cent mille Droits de Tirage Spéciaux (68.200.000 DTS) pour le Système de Protection Sociale - Phase III;

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 Financement signé à Kigali, au Rwanda le 03 Novembre 2016, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-huit millions deux cent mille Droits de Tirage Spéciaux (68.200.000 DTS) pour le Système de Protection Sociale - Phase III annexé au présent arrêté est ratifié et sort son plein et entier effet.

Official Gazette n° 51bis of 19/12/2016

Ingingo ya 2 : Abashinzwe gushyira mu bikorwa iri teka

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

Ingingo ya 3 : Igihe iteka ritangira gukurikizwa

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

Kigali, ku wa **19/12/2016**

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 Local Government 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 **19/12/2016**

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 de l'Administration locale 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 **19/12/2016**

Official Gazette n° 51bis of 19/12/2016

(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:**

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

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

**UMUGEREKA W'ITEKA RYA PEREZIDA
N°28/01 RYO KU WA 19/12/2016
RYEMEZA BURUNDU AMASEZERANO
Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI, MU RWANDA KU
WA 03 UGUSHYINGO 2016, HAGATI YA
REPUBULIKA Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITANDATU N'UMUNANI
N'IBIHUMBI MAGANA ABIRI
Z'AMADETESI (68.200.000 DTS)
AGENEWE UBURYO BWO KURENGERA
ABATISHOBOYE - ICYICIRO CYA III;**

**ANNEX TO PRESIDENTIAL ORDER
N°28/01 OF 19/12/2016 RATIFYING THE
FINANCING AGREEMENT SIGNED IN
KIGALI, RWANDA ON 03 NOVEMBER
2016, BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF SIXTY
EIGHT MILLION TWO HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 68,200,000) FOR THE
SOCIAL PROTECTION SYSTEM -
PHASE III**

**ANNEXE A L'ARRETE PRESIDENTIEL
N°28/01 DU 19/12/2016 RATIFIANT
L'ACCORD DE FINANCEMENT SIGNE
A KIGALI, AU RWANDA LE 03
NOVEMBRE 2016, ENTRE LA
REPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE
DE DEVELOPPEMENT (IDA),
RELATIF AU CREDIT DE SOIXANTE-
HUIT MILLIONS DEUX CENT MILLE
DROITS DE TIRAGE SPECIAUX
(68.200.000 DTS) POUR LE SYSTEME
DE PROTECTION SOCIALE - PHASE
III**

CREDIT NUMBER 5910-RW

Financing Agreement

(Third Social Protection System Development Policy Financing)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated November 3, 2016

FINANCING AGREEMENT

AGREEMENT dated November 3, 2016, entered into between REPUBLIC OF RWANDA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, inter alia, of (a) the actions which the Recipient has already taken under the Program and which are described in Section I.A of Schedule 1 to this Agreement, and (b) the Recipient's maintenance of an adequate macroeconomic policy framework. The Recipient and the Association therefore hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to sixty eight million two hundred thousand Special Drawing Rights (SDR 68,200,000) (variously, "Credit" and "Financing").
- 2.02. The Recipient may withdraw the proceeds of the Financing in support of the Program in accordance with Section II of Schedule 1 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%).
- 2.05. The Payment Dates are February 15 and August 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.07. The Payment Currency is Dollars.

ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end:
- (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient's macroeconomic policy framework and the progress achieved in carrying out the Program;
 - (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
 - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

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

ARTICLE V — EFFECTIVENESS; TERMINATION

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

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

6.02. The Recipient's Address is:

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

Facsimile: + 250-252-57-75-81

6.03. The Association's Address is:

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

Cable address:

Telex:

Facsimile:

INDEVAS
Washington, D.C.

248423(MCI)

1-202- 477-6391

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

REPUBLIC OF RWANDA

By:



Authorized Representative

Name: Honorable Claver Gatete

Title: Minister of Finance and Economic Planning

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:



Authorized Representative

Name: Yasser El-Gammal

Title: Country Manager

SCHEDULE 1

Program Actions; Availability of Financing Proceeds

Section I. Actions under the Program

A. Actions Taken Under the Program. The actions taken by the Recipient under the Program include the following:

1. The Recipient has updated the Ubudehe Database and the said database has a fully functional interface with the National Identification Agency database.
2. The Recipient has established a structure for the National Social Protection Registry with web-based graphical interfaces for communication across social protection programs and has developed protocols on staffing, roles and responsibilities for the use and maintenance of the integrated Social Protection Management Information System.
3. The Recipient has implemented a pilot of the Minimum Package for Graduation in thirty (30) Sectors which, *inter alia*, harmonizes income generating activities across Selected Social Protection Programs.
4. The Recipient has implemented a citizen appeals and complaints system, including a web based and a Short Message System, to process and monitor appeals and complaints in the delivery of social protection programs.
5. The Recipient has adopted a plan and committed budgetary resources in the national budget for the Fiscal Year 2016/17 to finance the Vision 2020 Umurenge Program's ("VUP") direct support activities in all the four hundred and sixteen (416) Sectors, and to expand public works and financial services activities from two hundred and ten (210) Sectors to two hundred and forty (240) Sectors, and from two hundred and forty (240) Sectors to two hundred and seventy (270) Sectors, respectively.
6. The Recipient has approved a revised VUP designed to ensure better alignment with the needs of poor and vulnerable populations.
7. The Recipient has approved the National Early Childhood Development Policy, which *inter alia*, articulates the role for social protection in the delivery of early childhood services.

Section II. Availability of Financing Proceeds

- A. General.** The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.
- B. Allocation of Financing Amounts.** The Financing is allocated in a single withdrawal tranche, from which the Recipient may make withdrawals of the Financing. The allocation of the amounts of the Financing to this end is set out in the table below:

Allocations	Amount of the Credit Allocated (expressed in SDR)
Single Withdrawal Tranche	68,200,000
TOTAL AMOUNT	68,200,000

C. Withdrawal Tranche Release Conditions.

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

D. Deposits of Financing Amounts.

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

Account with an indication of the exchange rate applied. All amounts withdrawn from the Local Currency Deposit Account shall be used exclusively for budgeted public expenditures and in compliance with Section F below.

- E. Audit.** Upon the Association's request, the Recipient shall:
1. have both Deposit Accounts audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;
 2. furnish to the Association as soon as available, but in any case not later than four (4) months after the date of the Association's request for such audit, a certified copy of the report of such audit, of such scope and in such detail as the Association shall reasonably request, and make such report publicly available in a timely fashion and in a manner acceptable to the Association; and
 3. furnish to the Association such other information concerning the Deposit Accounts and their audit as the Association shall reasonably request.
- F. Excluded Expenditures.** The Recipient undertakes that the proceeds of the Financing shall not be used to finance Excluded Expenditures. If the Association determines at any time that an amount of the Financing was used to make a payment for an Excluded Expenditure, the Recipient shall, promptly upon notice from the Association, refund an amount equal to the amount of such payment to the Association. Amounts refunded to the Association upon such request shall be cancelled.
- G. Closing Date.** The Closing Date is December 31, 2017.

SCHEDULE 2

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15, commencing February 15, 2023 to and including August 15, 2054	1.5625%

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

APPENDIX

Section I. Definitions

1. “*Banque Nationale du Rwanda*” or “National Bank of Rwanda” means the central bank of the Recipient, established and operating pursuant to the Recipient’s Law No. 55/2007 of July 30, 2007.
2. “Deposit Accounts” means both the Foreign Currency Deposit Account and the Local Currency Deposit Account.
3. “Excluded Expenditure” means any expenditure:
 - (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Association or the Bank has financed or agreed to finance, or which the Association or the Bank has financed or agreed to finance under another credit, grant or loan;
 - (b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Association by notice to the Recipient:

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

718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

- (c) for goods intended for a military or paramilitary purpose or for luxury consumption;
 - (d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Recipient or international agreements to which the Recipient is a party);
 - (e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
 - (f) with respect to which the Association determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or other recipient of the Financing proceeds, without the Recipient (or other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.
4. "Foreign Currency Deposit Account" means the account referred to in Part D. 1 (a).of Section II of Schedule 1to this Agreement.
 5. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010 with the modifications set forth in Section II of this Appendix.
 6. "Local Currency Deposit Account" means the account referred to in Part D. 1(b) of Section II of Schedule 1 to this Agreement.
 7. "Minimum Package for Graduation" means a set of concrete actions to be taken in the context of social protection to strengthen the livelihoods of households or recipients

in order to enable them to maintain themselves out of extreme poverty in the medium to long term without support from social protection programs.

8. “National Early Childhood Development Policy” means the Recipient’s policy approved by the Recipient’s cabinet on May 25, 2016 defining the policy and strategy for the promotion of early childhood development services.
9. “National Identification Agency” means the Recipient’s agency responsible for national population registration and the issuance of national identification cards, established and operating pursuant to the Recipient’s law N° 43/2011 of 31/10/2011.
10. “National Social Protection Registry” means a database of individuals and households enrolled in social protection programs, and their associated benefit details, cross-referenced using their national identification numbers.
11. “Program” means the program of actions, objectives and policies designed to promote growth and achieve sustainable reductions in poverty and set forth or referred to in the letter dated September 15, 2016 from the Recipient to the Association declaring the Recipient’s commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution.
12. “Sector” means an administrative subdivision of the Recipient, established pursuant to its Organic Law No. 29/2005 of December 31, 2005.
13. “Selected Social Protection Programs” means the social protection programs that include VUP Programs and the livestock asset transfer programs of the Recipient’s Ministry of Agriculture and Animal Husbandry.
14. “Single Withdrawal Tranche” means the amount of the Financing allocated to the category entitled “Single Withdrawal Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.
15. “Social Protection Management Information System” means the system created through the establishment of a National Social Protection Registry linked to analytics and reporting software that allows the automated production of progress and performance reports using data from multiple program-level management information systems.
16. “Ubudehe Database” means a national database containing household socioeconomic information and poverty categorizations.
17. “Vision 2020 Umurenge Program” or “VUP” means an integrated local development program of the Recipient inaugurated in 2007 which aims at accelerating poverty reduction, rural growth and social protection by supporting the vulnerable and poor in society through provision of direct support cash transfers, engagement in labor intensive public works and provision of microcredit financial services.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

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

“Section 4.06. *Plans; Documents; Records*

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

“Section 4.07. *Program Monitoring and Evaluation*

- (c) The Recipient shall prepare, or cause to be prepared, and furnish to the Association not later than six months after the Closing Date, a report of such scope and in such detail as the Association shall reasonably request, on the execution of the Program, the performance by the Recipient and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing.”

7. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:
- (a) The definition of the term “Eligible Expenditure” is modified to read as follows:

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

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

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Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n°28/01 ryo ku wa 19/12/2016 ryemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 03 Ugushyingo 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'umunani n'ibihumbi magana abiri z'Amadetesi (68.200.000 DTS) agenewe uburyo bwo kurengera abatishoboye - icyiciro cya III;

Kigali, ku wa 19/12/2016.

(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

Seen to be annexed to Presidential Order n°28/01 of 19/12/2016 ratifying the Financing Agreement signed in Kigali, Rwanda on 03 November 2016, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty eight million two hundred thousand Special Drawing Rights (SDR 68,200,000) for the Social Protection System - Phase III

Kigali, on 19/12/2016

(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

Vu pour être annexé à l'Arrêté Présidentiel n°28/01 du 19/12/2016 ratifiant l'Accord de Financement signé à Kigali, au Rwanda le 03 Novembre 2016, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-huit millions deux cent mille Droits de Tirage Spéciaux (68.200.000 DTS) pour le Système de Protection Sociale - Phase III

Kigali, le 19/12/2016

(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° 29/01 RYO KU WA 19/12/2016 RYEMEZA BURUNDU AMASEZERANO YASHYIRIWEHO UMUKONO IROMAMUBUTALIYANIKU WA 04 UGUSHYINGO 2016, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA KIGAMIJE GUTEZA IMBERE UBUNZU (IFAD), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITATU N'IMWE N'IBIHUMBI MAGANA ATATU NA MIRONGO ITANU Z'AMADETESI (31.350.000 DTS) N'IMPANO INGANA N'IBIHUMBI MAGANA ARINDWINA MIRONGO CYENDA Z'AMADETESI (790.000 DTS) AGENEWE UMUSHINGA WO GUTEZA IMBERE UMUKAMO W'AMATA MU RWANDA

PRESIDENTIAL ORDER N°29/01 OF 19/12/2016 RATIFYING THE FINANCING AGREEMENT SIGNED IN ROME, ITALY ON 4 NOVEMBER 2016, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT (IFAD), RELATING TO THE LOAN OF THIRTY ONE MILLION THREE HUNDRED AND FIFTY THOUSAND SPECIAL DRAWING RIGHTS (SDR 31,350,000) AND THE GRANT OF SEVEN HUNDRED AND NINETY THOUSAND SPECIAL DRAWING RIGHTS (SDR 790,000) FOR THE RWANDA DAIRY DEVELOPMENT PROJECT

ARRETE PRESIDENTIEL N°29/01 DU 19/12/2016 RATIFIANT L'ACCORD DE FINANCEMENT SIGNE A ROME, EN ITALIE LE 04 NOVEMBRE 2016, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS INTERNATIONAL POUR LE DEVELOPPEMENT AGRICOLE (FIDA), RELATIF AU PRET DE TRENTE ET UN MILLIONS TROIS CENT CINQUANTE MILLE DROITS DE TIRAGE SPECIAUX (31.350.000 DTS) ET AU DON DE SEPT CENT QUATRE-VINGT-DIX MILLE DROITS DE TIRAGE SPECIAUX (790.000 DTS) POUR LE PROJET DE DEVELOPPEMENT LAITIER AU RWANDA

ISHAKIRO

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ITEKA RYA PEREZIDA N°29/01 RYO KU WA 19/12/2016. RYEMEZA BURUNDU AMASEZERANO YASHYIRIWEHO UMUKONO I ROMA MU BUTALIYANI KU WA 04 UGUSHYINGO 2016, HAGATI YA REPUBULIKA Y’U RWANDA N’IKIGEGA MPUZAMAHANGA KIGAMIJE GUTEZA IMBERE UBUHINZI (IFAD), YEREKERANYE N’INGUZANYO INGANA NA MILIYONI MIRONGO ITATU N’IMWE N’IBIHUMBI MAGANA ATATU NA MIRONGO ITANU Z’AMADETESI (31.350.000 DTS) N’IMPANO INGANA N’IBIHUMBI MAGANA ARINDWI NA MIRONGO CYENDA Z’AMADETESI (790.000 DTS) AGENEWE UMUSHINGA WO GUTEZA IMBERE UMUKAMO W’AMATA MU RWANDA

Twabwwe, KAGAME Paul,
Perezida wa Repubulika;

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

Dushingiye ku Itegeko n° 58/2016 ryo ku wa 19/12/2016 ryemera kwemeza burundu Amasezerano yashyiriweho umukono i Roma mu Butaliyani ku wa 04 Ugushyingo 2016, hagati ya Repubulika y’u Rwanda n’Ikigega Mpuzamahanga kigamije Guteza imbere

PRESIDENTIAL ORDER N°29/01 OF 19/12/2016 RATIFYING THE FINANCING AGREEMENT SIGNED IN ROME, ITALY ON 4 NOVEMBER 2016, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT (IFAD), RELATING TO THE LOAN OF THIRTY ONE MILLION THREE HUNDRED AND FIFTY THOUSAND SPECIAL DRAWING RIGHTS (SDR 31,350,000) AND THE GRANT OF SEVEN HUNDRED AND NINETY THOUSAND SPECIAL DRAWING RIGHTS (SDR 790,000) FOR THE RWANDA DAIRY DEVELOPMENT 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°58/2016 of 19/12/2016 approving the ratification of the Financing Agreement signed in Rome, Italy on 4 November 2016, between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to

ARRETE PRESIDENTIEL N°29/01 DU 19/12/2016 RATIFIANT L’ACCORD DE FINANCEMENT SIGNE A ROME, EN ITALIE LE 04 NOVEMBRE 2016, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS INTERNATIONAL POUR LE DEVELOPPEMENT AGRICOLE (FIDA), RELATIF AU PRET DE TRENTE ET UN MILLIONS TROIS CENT CINQUANTE MILLE DROITS DE TIRAGE SPECIAUX (31.350.000 DTS) ET AU DON DE SEPT CENT QUATRE-VINGT-DIX MILLE DROITS DE TIRAGE SPECIAUX (790.000 DTS) POUR LE PROJET DE DEVELOPPEMENT LAITIER AU RWANDA

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°58/2016 du 19/12/2016 approuvant la ratification de l’Accord de financement signé à Rome, en Italie le 04 novembre 2016, entre la République du Rwanda et le Fonds International pour le Développement Agricole (FIDA), relatif au

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Ubuhinzi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'imwe n'ibihumbi magana atatu na mirongo itanu z'Amadetsi (31.350.000 DTS) n'impano ingana n'ibihumbi magana arindwi na mirongo cyenda z'Amadetsi (790.000 DTS) agenewe umushinga wo Guteza imbere Umukamo w'Amata mu Rwanda;

Tumaze kubona Amasezerano yashyiriweho umukono i Roma mu Butaliyani ku wa 04 Ugushyingo 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga kigamije Guteza imbere Ubuhinzi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'imwe n'ibihumbi magana atatu na mirongo itanu z'Amadetsi (31.350.000 DTS) n'impano ingana n'ibihumbi magana arindwi na mirongo cyenda z'Amadetsi (790.000 DTS) agenewe umushinga wo guteza imbere Umukamo w'Amata mu Rwanda;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere : Kwemeza burundu

Amasezerano yashyiriweho umukono i Roma mu Butaliyani ku wa 04 Ugushyingo 2016,

the loan of thirty one million three hundred and fifty thousand Special Drawing Rights (SDR 31,350,000) and the grant of seven hundred and ninety thousand Special Drawing Rights (SDR 790,000) for the Rwanda Dairy Development Project;

Considering the Financing Agreement signed in Rome, Italy on 4 November 2016, between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of thirty one million three hundred and fifty thousand Special Drawing Rights (SDR 31,350,000) and the grant of seven hundred and ninety thousand Special Drawing Rights (SDR 790,000) for the Rwanda Dairy Development Project;

On proposal by the Minister of Finance and Economic Planning;

After consideration and approval by the Cabinet;

HAVE ORDERED AND HEREBY ORDER:

Article One : Ratification

The Financing Agreement signed in Rome, Italy on 4 November 2016, between the Republic of

prêt de trente et un millions trois cent cinquante mille Droits de Tirage Spéciaux (31.350.000 DTS) et au don de sept cent quatre-vingt-dix mille Droits de Tirage Spéciaux (790.000 DTS) pour le projet de Développement Laitier au Rwanda;

Considérant l'Accord de financement signé à Rome, en Italie le 04 novembre 2016, entre la République du Rwanda et le Fonds International pour le Développement Agricole (FIDA), relatif au prêt de trente et un millions trois cent cinquante mille Droits de Tirage Spéciaux (31.350.000 DTS) et au don de sept cent quatre-vingt-dix mille Droits de Tirage Spéciaux (790.000 DTS) pour le projet de Développement Laitier au Rwanda;

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 financement signé à Rome, en Italie le 04 novembre 2016, entre la

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hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga kigamije Guteza imbere Ubuhinzi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'imwe n'ibihumbi magana atatu na mirongo itanu z'Amadetsi (31.350.000 DTS) n'impano ingana n'ibihumbi magana arindwi na mirongo cyenda z'Amadetsi (790.000 DTS) agenewe umushinga wo guteza imbere Umukamo w'Amata mu Rwanda ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe kubahiriza iri teka

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

Ingingo ya 3 : Igihe iteka ritangira gukurikizwa

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

Kigali, ku wa 19/12/2016

Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of thirty one million three hundred and fifty thousand Special Drawing Rights (SDR 31,350,000) and the grant of seven hundred and ninety thousand Special Drawing Rights (SDR 790,000) for the Rwanda Dairy Development 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 Agriculture and Animal Resources 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 19/12/2016

République du Rwanda et le Fonds International pour le Développement Agricole (FIDA), relatif au prêt de trente et un millions trois cent cinquante mille Droits de Tirage Spéciaux (31.350.000 DTS) et au don de sept cent quatre-vingt-dix mille Droits de Tirage Spéciaux (790.000 DTS) pour le projet de Développement Laitier au Rwanda 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 de l'Agriculture et des Ressources Animales 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 19/12/2016

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(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

KAGAME Paul
President of the Republic

(sé)

KAGAME Paul
Président de la République

(sé)

MUREKEZI Anastase
Minisitiri w'Intebe

(sé)

MUREKEZI Anastase
Prime Minister

(sé)

MUREKEZI Anastase
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)

BUSINGYE Johnston
Ministre de la Justice/ Garde des Sceaux

UMUGEREKA KU ITEKA RYA
PEREZIDA N°29/01 RYO KU WA
19/12/2016 RYEMEZA BURUNDU
AMASEZERANO YASHYIRIWEHO
UMUKONO I ROMA MU BUTALIYANI KU WA
04 UGUSHYINGO 2016, HAGATI YA
REPUBULIKA Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA KIGAMIJE GUTEZA
IMBERE UBUHINZI (IFAD), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITATU N'IMWE N'IBIHUMBI
MAGANA ATATU NA MIRONGO ITANU
Z'AMADETESI (31.350.000 DTS) N'IMPANO
INGANA N'IBIHUMBI MAGANA ARINDWI NA
MIRONGO CYENDA Z'AMADETESI (790.000
DTS) AGENEWE UMUSHINGA WO GUTEZA
IMBERE UMUKAMOW'AMATA MURWANDA

ANNEX TO PRESIDENTIAL ORDER
N°29/01 OF 19/12/2016 RATIFYING THE
FINANCING AGREEMENT SIGNED IN
ROME, ITALY ON 4 NOVEMBER 2016,
BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
FUND FOR AGRICULTURAL
DEVELOPMENT (IFAD), RELATING TO
THE LOAN OF THIRTY ONE MILLION
THREE HUNDRED AND FIFTY
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 31,350,000) AND THE
GRANT OF SEVEN HUNDRED AND
NINETY THOUSAND SPECIAL
DRAWING RIGHTS (SDR 790,000) FOR
THE RWANDA DAIRY DEVELOPMENT
PROJECT

ANNEXE A L'ARRETE PRESIDENTIEL
N°29/01 DU 19/12/2016 RATIFIANT
L'ACCORD DE FINANCEMENT SIGNE A
ROME, EN ITALIE LE 04 NOVEMBRE
2016, ENTRE LA REPUBLIQUE DU
RWANDA ET LE FONDS
INTERNATIONAL POUR LE
DEVELOPPEMENT AGRICOLE (FIDA),
RELATIF AU PRET DE TRENTE ET UN
MILLIONS TROIS CENT CINQUANTE
MILLE DROITS DE TIRAGE SPECIAUX
(31.350.000 DTS) ET AU DON DE SEPT
CENT QUATRE-VINGT-DIX MILLE
DROITS DE TIRAGE SPECIAUX (790.000
DTS) POUR LE PROJET DE
DEVELOPPEMENT LAITIER AU
RWANDA

LOAN NO. 2000001642
GRANT NO. 2000001641

FINANCING AGREEMENT

Rwanda Dairy Development Project (RDDP)

between the

REPUBLIC OF RWANDA

and the

INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT

Signed in Rome, Italy

on 4 November 2016

FINANCING AGREEMENT

Loan Number: 2000001642
Grant Number: 2000001641

Project Title: Rwanda Dairy Development Project (RDDP) ("RDDP" or "the Project")

The Republic of Rwanda (the "Borrower/Recipient")

and

The International Fund for Agricultural Development (the "Fund" or "IFAD")

(each a "Party" and both of them collectively the "Parties")

HEREBY agree as follows:

Section A

1. The following documents collectively form this Agreement: this document, the Project Description and Implementation Arrangements (Schedule 1), and the Allocation Table (Schedule 2).
2. The Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, amended as of April 2014, and as may be amended hereafter from time to time (the "General Conditions") are annexed to this Agreement, and all provisions thereof shall apply to this Agreement. For the purposes of this Agreement the terms defined in the General Conditions shall have the meanings set forth therein.
3. The Fund shall provide a Loan and a Grant to the Borrower/Recipient (the "Financing"), which the Borrower/Recipient shall use to implement the Project in accordance with the terms and conditions of this Agreement.

Section B

1.
 - A. The amount of the Loan is thirty one million, three hundred and fifty thousand Special Drawing Rights (SDR 31 350 000).
 - B. The amount of the Grant is seven hundred and ninety thousand Special Drawing Rights (SDR 790 000).
2. The Loan shall be free of interest but bear a service charge of three fourths of one per cent (0.75 percent) per annum and have a maturity period of forty (40) years, including a grace period of ten (10) years.
3. The Loan Service Payment Currency shall be US dollar.
4. The first day of the applicable Fiscal Year shall be July 1st.

5. Payments of principal and service charge shall be payable on each 15 February and 15 August.

6. There shall be one Designated Account denominated in USD (referred to as the "Designated Account") opened by the Borrower/Recipient in the National Bank of Rwanda, through which the proceeds of the Financing shall be channelled. The Borrower/Recipient shall inform the Fund of the officials authorized to operate the Designated Account.

7. There shall be one Project Operations Account denominated in Rwandan francs (RWF) (the "Operations Account") opened by the Lead Project Agency in the National Bank of Rwanda to receive and hold the proceeds of the financing transferred from the Designated Account. The Borrower/Recipient shall inform the Fund of the officials authorized to operate the Project Operations Account.

8. There shall be a Project Counterpart Account denominated in RWF and opened by the Lead Project Agency in the National Bank of Rwanda to receive the Borrower's counterpart funds. The Borrower/Recipient shall provide counterpart financing for the Project in an approximate amount of three million, eight hundred and sixty-three thousand and nine hundred US dollars (USD 3 863 900). The counterpart financing provided by the Borrower/Recipient shall cover the payment of duties and taxes related to the Financing.

Section C

1. The Lead Project Agency shall be the Borrower/Recipient's Ministry of Agriculture and Animal Resources (MINAGRI).

2. The following are designated as additional Project Parties: the Rwanda Agriculture Board (RAB), the Rwanda Council of Veterinary Doctors (RCVD), the Rwanda Cooperative Agency (RCA), Heifer International, and any other parties deemed necessary by the Lead Project Agency (LPA).

3. The Project Completion Date shall be the sixth anniversary of the date of entry into force of this Agreement.

Section D

The Loan will be administered and the Project supervised by IFAD.

Section E

1. The following are designated as additional grounds for suspension of this Agreement:

- (a) The Project Implementation Manual ("PIM"), or any provision thereof, has been waived, suspended, terminated, amended or modified without the prior consent of the Fund, and the Fund has determined that such waiver, suspension, termination, amendment or modification has had, or is likely to have, a material adverse effect on the Project.

- (b) The SPIU Coordinator, the RDDP Programme Manager and/or the SPIU Director of Administration and Finance (DAF) are appointed, transferred or removed from the SPIU without the prior concurrence of the Fund.
2. The following are designated as additional general conditions precedent to withdrawal:
- (a) The Borrower/Recipient and HPI have entered into the HPI Co-Financing Agreement as outlined in section 8.2 of Schedule 1 to this Agreement, in form and substance satisfactory to the Fund;
 - (b) The Borrower/Recipient has duly opened the Designated Account and the Project Operations Account;
 - (c) The Borrower/Recipient has prepared the revised PIM, in form and substance satisfactory to the Fund;
 - (d) The Borrower/Recipient has established the Project Steering Committee in accordance with section II.A.6 of Schedule 1 to this Agreement; and
 - (e) The Borrower/Recipient has appointed the RDDP Programme Manager with terms of reference and qualifications acceptable to the Fund.
3. This Agreement is subject to ratification by the Borrower/Recipient.
4. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Borrower/Recipient:

Minister for Finance and Economic Planning
of the Republic of Rwanda
Ministry of Finance and Economic Planning
P.O. Box 158
Kigali, the Republic of Rwanda

For the Fund:

President
International Fund for Agricultural development
Via Paolo di Dono 44
00142 Rome, Italy

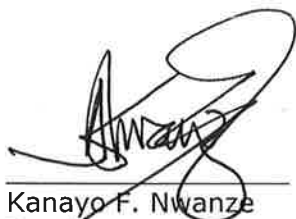
This Agreement has been prepared in the English language in two (2) original copies, one (1) for the Fund and one (1) for the Borrower/Recipient.

THE REPUBLIC OF RWANDA



Jacques Kabale Nyangezi
Ambassador
Permanent Representative of
the Republic of Rwanda to IFAD

INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT



Kanayo F. Nwanze
President

Schedule 1

I. Project Description

1. *Target Population.* The Project shall benefit about 100,000 resource-poor rural households, of whom 80,000 will be involved in dairy farming and 20,000 in off-farm activities along the dairy value chain. The Project comprises initially 12 districts in the East, North, West and South Provinces of Rwanda. Selection of the targeted districts was based on: (i) current cattle population and level of milk production; (ii) current and projected market development potential, including investments in milk collection centres (MCCs), dairy processing plants and animal feed factories; and (iii) levels of poverty, food insecurity and malnutrition ("Project Area"). With an estimated population of 4.6 million, poverty in the project area is higher than the national average.

2. *Goal.* The goal of the Project is to contribute to pro-poor national economic growth and improve the livelihoods of resource-poor rural households. This will be achieved by focusing on food security and nutrition, empowering women and youth, increasing smallholder dairy farmers' incomes and developing a climate-resilient dairy value chain.

3. *Objectives.* The objective of the Project is to increase the dairy sector's competitiveness and profitability through the provision of quality products from small-scale producers to domestic and regional consumers, thus improving their livelihoods, food security and nutrition while building overall resilience. The specific objectives will aim at the following:

- Sustainably intensify dairy production and increase productivity among participating smallholder farmers. This shall be achieved through: the promotion of improved climate-smart dairy-farming practices and access to quality dairy inputs; extension services including veterinary and artificial insemination services; green technologies; and business and financial services, following a hub-model approach.
- Increase incomes among participating smallholder farmers from dairy farming through the combined effects of increased milk production and improved market access. This shall be achieved through the development of dairy hubs; establishment and strengthening of dairy farmers' organizations; and facilitation of linkages to markets and dairy value-chain actors such as milk collectors, processors, transporters, traders and investors in milk quality through public-private-producer partnerships.

4. *Components.* The Project shall consist of the following Components:

Component 1: Climate-smart dairy production intensification

This component aims at increasing the capacity of smallholder dairy farmers and farm assistants to sustainably produce and supply higher volumes of quality milk to the dairy market, through: (i) enhancing the capacity of smallholder dairy farmers and farm assistants to improve their knowledge, attitudes and behaviours for increased milk productivity and quality; (ii) providing smallholder dairy farmers with sustainable access to public and private livestock services and inputs; and (iii) supporting resource-poor households without cattle to acquire dairy assets so that they can begin dairy farming through the *Girinka* programme and increase their capacity to implement climate-smart investments aimed at sustainably improving milk productivity and quality, as well as increasing household-level milk consumption.

Component 2: Producer organization and value chain development

This component is designed to enable farmers to capitalize on productivity gains realized through investments made under component 1 and to increase their earnings through: (i) organization and capacity-building of dairy-farmer cooperatives for improved service delivery to farmers in milk collection and marketing, input supply, animal-health services and financial services under the hub model; (ii) investment in climate-resilient milk collection, processing and marketing infrastructure aimed at reducing post-production losses and enhancing the supply of quality milk in the domestic and regional markets; and (iii) leveraging financing for climate-resilient dairy enterprise development aimed at catalysing growth in all segments of the dairy value chain.

Component 3: Institutional and policy development

This Component aims to facilitate the establishment of an evidence-based, inclusive policy framework and institutional structure for the Rwandan dairy sector, through: (i) formulation of a national dairy policy and legislation necessary for improving the regulatory environment of the sector; (ii) policy implementation and institutional strengthening; and (iii) policy-related analysis and technical assistance.

II. Implementation Arrangements

A. Organization and Management

5. Lead Project Agency ("LPA")

5.1. The LPA shall be MINAGRI, who shall have the overall responsibility for Project implementation.

6. Project Steering Committee ("PSC")

6.1. *Establishment and Composition.* The Borrower/Recipient, through MINAGRI, shall establish the PSC, with structure, functions and responsibilities in accordance with the PIM and acceptable to the Fund. The PSC shall be chaired by MINAGRI's Permanent Secretary and comprise representatives as indicated in the PIM. The PSC shall meet at least twice a year and the SPIU shall act as PSC's secretariat.

6.2. *Responsibilities.* The PSC is responsible for Project oversight and strategic guidance, as detailed in the PIM, including (i) provision of strategic guidance to Project management; (ii) approval of the AWPB and of the initial Procurement Plan and of financial and technical progress reports; (ii) vigilance over full transparency and accountability in Project management; (iii) review and follow-up of supervision and audit recommendations; (iv) promotion of cooperation with all development partners; and (v) identification of policy issues for attention by the Borrower/Recipient and initiation of follow-up action on lessons and findings from the Project.

7. Single Project Implementation Unit ("SPIU")

7.1. *Composition.* The MINAGRI shall keep the SPIU with the structure, functions and responsibilities acceptable to the Fund and in accordance with the PIM. Additional qualified staff shall be selected according to the Borrower/Recipient's applicable procedures acceptable to the Fund and their recruitment shall be subject to the Fund's no-objection.

7.2. *Responsibilities.* The SPIU is responsible for overall Project management and coordination, including, *inter alia*: (i) preparation of the AWPB; (ii) financial management; (iii) procurement; (iv) Project monitoring and evaluation (M&E);

(v) knowledge management; (vi) preparation and consolidation of SOEs, financial statements and withdrawal applications; (vii) Project reporting; and (viii) coordination of all Project implementing partners.

B. Implementation of Components

8.1. *Supporting Agencies.* Within MINAGRI, the day-to-day operations of the Project will be carried out by the SPIU, which will report to the Director General of the RAB, the main implementing partner. The RCVD, the RCA, Rwanda's Business Development Fund ("BDF"), the Rwanda National Dairy Platform and/or any other relevant institution selected by the LPA will be responsible for supporting implementation of core Project activities. To this end, the SPIU shall amend and/or sign implementation conventions with RAB, RCVD, RCA, BDF or any other parties deemed necessary by the LPA, which shall outline the activities to be undertaken, expected outcomes, the obligations and rights of each party, time frames, deadlines for submitting reports and indicators for monitoring and evaluation.

8.2. *Co-Financing Agreement.* The Borrower/Recipient and Heifer International will enter into the Co-Financing Agreement for a total co-financing by Heifer International of USD 4 000 000. The Co-Financing Agreement will establish the terms and conditions of the co-financing as well as the implementation of activities under components 1 and 2 by Heifer International, including detailed description of activities financed solely by Heifer International and those to be financed by IFAD in the amount of USD 4 000 000.

8.3. *Partnership Agreements.* Project implementation will be structured around performance-based Memoranda of Understanding ("MOUs") with key government agencies, partnership agreements with implementation partners, and service contracts with recruited service providers. Collaboration will also be forged with the Food and Agriculture Organization of the United Nations (FAO) for technical support, including on-the-job training in: (i) prospective study on demand and supply for feed and GHG emissions; and (ii) conceptualization and preparation of a breeding programme for smallholder dairy cows including the development of an Animal Identification and Performance Recording System (AIPRS) for dairy cattle.

8.4. *Service Providers.* Service providers shall be contracted through competitive government procedures and based on renewable performance based service contracts. These contracts shall specify the activities to be undertaken, expected outcomes, the obligations and rights of each party, time frames, deadlines for submitting reports and indicators for monitoring and evaluation. To ensure uninterrupted service delivery during implementation, the LPA will enter into multi-year agreements with all partners, but provide annual reviews to ensure the achievement of results. All service contracts for multi-year engagement will be issued on an annual basis, and will be renewable only upon achievement of clearly set performance targets. The LPA shall enter into a service contract with Heifer International for the Project activities to be financed by the Fund and implemented by Heifer International.

8.5. *Mid-Term Review.* (a) The LPA and the Fund shall jointly carry out a review of Project implementation no later than the end of the third year of the Project (the "Mid-Term Review") based on terms of reference prepared by the Borrower/Recipient and approved by the Fund. Amongst other things, the Mid-Term Review shall consider the achievement of Project objectives and the constraints thereon, and recommend such reorientations as may be required to achieve such objectives and remove such constraints.

(b) The Borrower/Recipient shall ensure that the agreed recommendations resulting from the Mid-Term Review are implemented within the agreed time frame and to the satisfaction of the Fund. Such recommendations may result in modifications to the Project.

8.6. *Monitoring and Evaluation (M&E).* The Project will set up a participatory learning system integrating planning, monitoring and evaluation and knowledge management. The LPA will establish an M&E system by no later than the end of the first year of the Project. The M&E system shall be based on a baseline study that shall be undertaken by the LPA within the first six months of Project implementation. The M&E system of the Project shall be participatory and shall be used as a management tool. Interim monitoring reports shall be sent to the Fund. These reports shall contribute to the certification of the work completed by implementation partners, service providers and SPIU Project staff in order to assess their performance and decide whether or not to renew their contracts. The M&E system shall collect and analyze the necessary information concerning the:

- (a) quantitative and qualitative performance of Project activities,
- (b) technical and financial implementation of Project activities,
- (c) financial appraisal of investment costs,
- (d) participation of beneficiaries, and
- (e) data management and update.

C. Project Implementation Manual ("PIM")

9.1. *Preparation.* The Borrower/Recipient shall prepare, in accordance with terms of reference acceptable to the Fund, a PIM, which shall include, among other arrangements: (i) institutional coordination and day-to-day execution of the Project; (ii) Project budgeting, disbursement, financial management, procurement monitoring, evaluation, reporting and related procedures; (iii) detailed description of implementation arrangements for each Project components; and (v) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

9.2. *Approval and Adoption.* The LPA, shall forward the draft PIM to the Fund for comments and approval. The LPA shall adopt the PIM, substantially in the form approved by the Fund, and the LPA shall promptly provide copies thereof to the Fund. The Borrower/Recipient shall carry out the Project in accordance with the PIM and shall not amend, abrogate, waive or permit to be amended, abrogated, or waived, the aforementioned manual, or any provision thereof, without the prior written consent of the Fund.

Schedule 2

Allocation Table

1. *Allocation of Loan and Grant Proceeds.* (a) The Table below sets forth the Categories of Eligible Expenditures to be financed by the Loan and the Grant and the allocation of the amounts of the Loan and the Grant to each Category and the percentages of expenditures for items to be financed in each Category:

Category	Loan Amount Allocated (expressed in SDR)	Grant Amount Allocated (expressed in SDR)
I. Works	330 000	
II. Goods, Services and Inputs	9 700 000	370 000
III. Consultancies	3 700 000	350 000
IV. Training & Workshops	6 300 000	
V. Grants & Subsidies	5 030 000	
VI. Salaries and Allowances	2 420 000	
VII. Operating Costs	780 000	
Unallocated	3 090 000	70 000
TOTAL	31 350 000	790 000

(b) In all cases the percentage of expenditures to be financed will be 100% net of taxes and financing and co-financing from beneficiaries, national financial institutions and the private sector.

(c) The terms used in the Table above are defined as follows:

"Grants and Subsidies" comprises financial incentives and transfers to support incremental costs related to business plan investments in low-carbon energy supplies and post-harvest equipment, infrastructure, climate-resilient buildings and associated training to develop the dairy hubs' capacity to establish and operate such investments and improve their efficiency and sustainability. These Grants and Subsidies will be administered by the SPIU and/or BDF and/or any financial service provider identified by the Borrower/Recipient and acceptable to the Fund.

"Goods, Services and Inputs" also comprises vehicles, equipment and materials.

2. *Start-up Costs.* Withdrawals in respect of expenditures for start-up costs incurred before the satisfaction of the general conditions precedent to withdrawal shall not exceed an aggregate amount of SDR 100 000.

GENERAL CONDITIONS FOR AGRICULTURAL DEVELOPMENT FINANCING

(as amended April 2014)¹

ARTICLE I - APPLICATION

Section 1.01. Application of General Conditions

These General Conditions apply to all Financing Agreements. They apply to other agreements only if the agreement expressly so provides.

ARTICLE II - DEFINITIONS

Section 2.01. General Definitions

The following terms have the following meanings wherever used in these General Conditions:

"Agreement" means a Financing Agreement or other agreement subject to these General Conditions.

"Annual Workplan and Budget" or "AWPB" means the annual workplan and budget for carrying out a Project during a particular Project Year, which includes the Procurement Plan.

"Borrower" means the party designated as such in an Agreement.

"Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

"Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

"Cooperating Institution" means an institution designated as such in a Financing Agreement as responsible for the administration of the Financing and/or the supervision of the implementation of the Project.

"Cooperation Agreement" means an agreement or agreements between the Fund and a Cooperating Institution by which a Cooperating Institution agrees to act as such.

"Corrupt practice" means offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.

"Currency" of a State or a territory means the currency that is legal tender for the payment of public and private debts in such State or territory.

¹ These General Conditions for Agricultural Development Financing were adopted by IFAD's Executive Board on 29 April 2009. Sections 2.01, 4.08(a) and 5.01 were amended by decision of the Executive Board on 17 September 2010. Section 5.01 was further amended in 2013 further to GC Resolution 178/XXXVI. In April 2014, the Executive Board approved additional amendments to Sections 1.01, 2.01, 4.01, 4.09, 5.01, 5.02, 5.04, 6.01, 6.02, 6.03, 7.02, 7.03, 8.02, 11.02, 14.04, 14.05, 15.05. These General Conditions, as amended, apply to all Financing Agreements for projects and programmes approved by the Executive Board during and subsequent to its 112th session in September 2014.

"Denomination Currency" means, with respect to a Loan or Grant, the currency (which may also be the SDR) in which such Loan or Grant is denominated, as specified in the Financing Agreement.

"Designated Account" means an account designated for advance withdrawals by the Borrower/Recipient in accordance with Section 4.04(d).

"Eligible Expenditure" means an expenditure that complies with Section 4.08.

"Euro" or "EUR" each means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union.

"Financing" means a Loan, a Grant, or a combination thereof.

"Financing Agreement" means a Project Financing Agreement or Programme Financing Agreement, pursuant to which the Fund agrees to extend Financing to the Borrower/Recipient.

"Financing Closing Date" means the date on which the right of the Borrower/Recipient to request withdrawals from the Loan Account and/or Grant Account ends, which is six (6) months after the Project Completion Date or such later date as the Fund may designate by notice to the Borrower/Recipient.

"Fiscal Year" means the twelve-month period designated as such in an Agreement.

"Fraudulent practice" means any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

"Freely convertible currency" means any currency so designated by the Fund at any time.

"Fund" means the International Fund for Agricultural Development.

"Grant" means a grant extended to a Recipient pursuant to a Financing Agreement or other Agreement.

"Grant Account" means the account in the books of the Fund opened in the name of the Recipient to which the amount of the Grant is credited.

"Guarantee Agreement" means an agreement between a Member State and the Fund by which such Member State guarantees the performance of another Agreement.

"Guarantor" means any Member State designated as such in a Guarantee Agreement.

"IFAD Procurement Guidelines" means the *Procurement Guidelines* approved by the Fund's Executive Board in December 2004 (for Financing approved by the Fund's Executive Board prior to September 2010) or the *Project Procurement Guidelines* approved by the Fund's Executive Board in September 2010 (for Financing approved by the Fund's Executive Board after September 2010) as such guidelines may be amended by the Fund.

"IFAD Reference Interest Rate" means the rate determined per its reference rate for the computation of interest on its Loans.

"Lead Project Agency" means the entity designated as such in an Agreement, which has overall responsibility for the execution of a Project.

"Loan" means a loan extended by the Fund to the Borrower pursuant to a Financing Agreement.

"Loan Account" means the account in the books of the Fund opened in the name of the Borrower to which the amount of a Loan is credited.

"Loan Service Payment" means any payment required or permitted to be made by the Borrower or the Guarantor to the Fund under a Financing Agreement, including (but not limited to) any payment of the principal of, or interest or service charge on any Loan.

"Loan Service Payment Currency" means the freely convertible currency defined as such in a Financing Agreement.

"Member State" means any Member State of the Fund.

"Pound sterling" or "GBP" means the currency of the United Kingdom of Great Britain and Northern Ireland.

"Procurement Plan" means the Borrower/Recipient's Procurement Plan covering the initial eighteen (18) month period of Project implementation, as the same shall be updated to cover succeeding twelve (12) month periods.

"Project" means the agricultural development project or programme described in an Agreement and financed, in whole or in part, by the Financing.

"Project Account" means an account for Project operations as described in Section 7.02(b).

"Project Agreement" means any agreement between the Fund and any Project Party relating to the implementation of all or any part of a Project.

"Project Completion Date" means the date specified in an Agreement on which the implementation of the Project is to be completed, or such later date as the Fund may designate by notice to the Borrower/Recipient.

"Project Implementation Period" means the period during which the Project is to be carried out, beginning on the date of entry into force of the Agreement and ending on the Project Completion Date.

"Project Member State" means the Member State in which the Project is carried out.

"Project Party" means each entity responsible for the implementation of the Project or any part thereof. The term "Project Party" includes (but is not limited to) the Lead Project Agency and any entity designated as a Project Party in an Agreement.

"Project Year" means (i) the period beginning on the date of entry into force of an Agreement and ending on the last day of the then-current Fiscal Year, and (ii) each period thereafter beginning on the first day of the Fiscal Year and ending on the last day thereof, provided, however, that if the date of entry into force of the Agreement falls after the midpoint of the Fiscal Year, Project Year 1 shall continue through the following Fiscal Year.

"Recipient" means the party designated as such in an Agreement.

"Special Drawing Rights" or "SDR" mean special drawing rights as valued from time to time by the International Monetary Fund in accordance with its Articles of Agreement.

"Subsidiary Agreement" means any agreement or arrangement by which (i) the whole or part of the proceeds of the Financing are made available to a Project Party and/or (ii) a Project Party undertakes to carry out the Project, in whole or in part.

"Target Population" means the group of people intended to benefit from a Project.

"Taxes" means all imposts, levies, fees, tariffs and duties of any kind imposed, levied, collected, withheld or assessed by the Project Member State or any political subdivision thereof at any time.

"US dollar" or "USD" means the currency of the United States of America.

"Value Date" means, in respect of any withdrawal from the Loan Account, the date on which such withdrawal is deemed made in accordance with Section 4.06 and, in respect of any Loan Service Payment, the date on which such Loan Service Payment is deemed made in accordance with Section 5.04.

"Yen" or "JPY" means the currency of Japan.

Section 2.02. Use of Terms

As used in these General Conditions and any Agreement, except as the context otherwise requires, terms in the singular include the plural, terms in the plural include the singular, and masculine pronouns include the feminine.

Section 2.03. References and Headings

Unless otherwise indicated, references in these General Conditions to Articles or Sections refer to Articles or Sections of these General Conditions. The headings of the Articles and Sections and in the Table of Contents of these General Conditions are given for convenience of reference only and do not form an integral part of these General Conditions.

ARTICLE III - THE COOPERATING INSTITUTION

Section 3.01. Appointment of the Cooperating Institution

A Financing Agreement may provide that a Cooperating Institution will be appointed to administer the Financing and supervise the Project.

Section 3.02. Responsibilities of the Cooperating Institution

If appointed, the Cooperating Institution shall be responsible for:

- (a) facilitating Project implementation by assisting the Borrower/Recipient and the Project Parties in interpreting and complying with the Financing Agreement;
- (b) reviewing the Borrower/Recipient's withdrawal applications to determine the amounts which the Borrower/Recipient is entitled to withdraw from the Loan and/or Grant Account;
- (c) reviewing and approving on a no-objection basis the procurement of goods, civil works and services for the Project financed by the Financing;

- (d) monitoring compliance with the Financing Agreement, bringing any substantial non-compliance to the attention of the Fund and recommending remedies therefor; and
- (e) carrying out such other functions to administer the Financing and supervise the Project as may be set forth in the Cooperation Agreement.

Section 3.03. Cooperation Agreement

If a Cooperating Institution is appointed, the Fund shall enter into a Cooperation Agreement with the Cooperating Institution setting forth the terms and conditions of its appointment.

Section 3.04. Actions by the Cooperating Institution

Any action by the Cooperating Institution in accordance with a Cooperation Agreement shall be regarded and treated by the Borrower/Recipient, the Guarantor and the Project Parties as an action taken by the Fund.

Section 3.05. Cooperation by the Borrower/Recipient and the Project Parties

The Borrower/Recipient, the Guarantor and the Project Parties shall take all necessary or appropriate steps to enable the Cooperating Institution to carry out its responsibilities smoothly and effectively.

ARTICLE IV - LOAN ACCOUNT AND WITHDRAWALS

Section 4.01. Loan and Grant Accounts

Upon the entry into force of a Financing Agreement, the Fund shall open a Loan Account and/or a Grant Account denominated in the Denomination Currency in the name of the Borrower/Recipient and credit the principal amount of the Loan and/or the amount of the Grant, respectively thereto.

Section 4.02. Withdrawals from the Loan and Grant Accounts

- (a) Between the date of entry into force of the Agreement and the Financing Closing Date, the Borrower/Recipient may request withdrawals from the Loan Account and/or Grant Account of amounts paid or to be paid for Eligible Expenditures. The Fund shall notify the Borrower/Recipient of the minimum amount for withdrawals.
- (b) No withdrawal shall be made from the Loan and/or Grant Accounts until the first AWPB has been approved by the Fund and the Fund has determined that all other conditions specified in the Financing Agreement as additional general conditions precedent to withdrawal have been fulfilled. The Financing Agreement may also establish additional specific conditions precedent to withdrawal applicable to particular categories or activities. Withdrawals to meet the costs of starting up the Project may be made from the date of entry into force of the Agreement, subject to any limits established in the Financing Agreement.

Section 4.03. Special Commitments

Upon the Borrower/Recipient's request, the Fund may agree to make an irrevocable commitment to pay amounts necessary to guarantee a Letter of Credit used to finance Eligible Expenditures (a "Special Commitment") on such terms and conditions as the Borrower/Recipient and the Fund may agree.

Section 4.04. Applications for Withdrawal, or Special Commitment

- (a) When the Borrower/Recipient wishes to request a withdrawal from the Loan and/or Grant Accounts or a Special Commitment, the Borrower/Recipient shall deliver to the Fund an application in the form specified therefor by the Fund, together with such documents and other evidence in support of such application as the Fund shall reasonably request.
- (b) The Borrower/Recipient shall furnish to the Fund satisfactory evidence of the authority of the person or persons authorised to sign such applications and the authenticated specimen signature of each such person.
- (c) Each such application, and the accompanying documents and other evidence, must be sufficient to satisfy the Fund that the Borrower/Recipient is entitled to such withdrawal or Special Commitment.
- (d) If the Borrower/Recipient requests a withdrawal from the Loan and/or Grant Accounts for amounts to be paid thereafter for Eligible Expenditures, the Fund may, before transferring such amount to the Borrower/Recipient, require that the Borrower/Recipient provide evidence satisfactory to the Fund showing that previous withdrawals have been properly spent for Eligible Expenditures. The Fund may place reasonable limits on the amount that the Borrower/Recipient may withdraw in advance or the overall balance of such advance withdrawals, and may require that such amounts be held in a freely convertible currency and/or be held in an account designated for that purpose in a bank acceptable to the Fund.

Section 4.05. Transfer by the Fund

Upon receipt of an authenticated and satisfactory application for withdrawal from the Borrower/Recipient, the Fund shall transfer to the account specified by the Borrower/Recipient the amount specified therein.

Section 4.06. Value Dates of Withdrawals

A withdrawal shall be deemed made as of the day on which the relevant financial institution debits the account of the Fund chosen for the purpose of disbursing such withdrawal.

Section 4.07. Allocations and Reallocations of Financing Proceeds

- (a) A Financing Agreement may allocate the amount of the Financing to categories of Eligible Expenditures and specify the percentages of such Eligible Expenditures to be financed by the Financing.
- (b) The Fund shall monitor the uses of the Financing in order to determine when the allocation to a category has been depleted or is about to be depleted.
- (c) If the Fund determines that the amount of the Financing allocated in the Financing Agreement to a category of Eligible Expenditures is or will be insufficient, the Fund may, by notice to the Borrower/Recipient:
 - (i) reallocate to such category amounts of the Financing allocated to another category to the extent required to meet the estimated shortfall; and/or
 - (ii) if such reallocation will not fully meet the estimated shortfall, reduce the percentage of such Eligible Expenditures to be financed by the Financing.

Section 4.08. Eligible Expenditures

- (a) The Financing shall be used exclusively to finance expenditures meeting each of the following eligibility requirements:
 - (i) The expenditure shall meet the reasonable cost of goods, works and services required for the Project and covered by the relevant AWPB and procured in conformity with the Fund's Procurement Guidelines.
 - (ii) The expenditure shall be incurred during the Project Implementation Period, except that expenditures to meet the costs of winding up the Project may be incurred after the Project Completion Date and before the Financing Closing Date.
 - (iii) The expenditure shall be incurred by a Project Party.
 - (iv) If the Agreement allocates the amount of the Financing to categories of Eligible Expenditures and specifies the percentages of such Eligible Expenditures to be financed by the Financing, the expenditure must relate to a category whose allocation has not been depleted, and shall be eligible only up to the percentage applicable to such category.
 - (v) The expenditure shall be otherwise eligible in accordance with the terms of the Financing Agreement.
- (b) The Fund may from time to time exclude certain types of expenditure from eligibility.
- (c) Any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, shall not be eligible for financing by the Financing.
- (d) Any payments to a person or an entity, or for any goods, works or services, if making or receiving such payment constitutes a coercive, collusive, corrupt or fraudulent practice by any representative of the Borrower/Recipient or any Project Party, shall not be eligible for financing by the Financing.

Section 4.09. Refund of Withdrawals

If the Fund determines that any amount withdrawn from the Loan and/or Grant Accounts was used to finance an expenditure other than an Eligible Expenditure or will not be needed thereafter to finance Eligible Expenditures, the Borrower/Recipient shall promptly refund such amount to the Fund upon instruction by the Fund.

Except as the Fund shall otherwise agree, such refund shall be made in the currency used by the Fund to disburse such withdrawal. The Fund shall credit the Loan and/or Grant Accounts with the amount so refunded.

ARTICLE V - LOAN SERVICE PAYMENTS

Section 5.01. Lending Terms

- (a) Loans provided by the Fund shall be extended on the terms specified in the Financing Agreement and determined in accordance with the applicable lending policies of the Fund.

- (b) Interest and service charge shall accrue on the outstanding principal amount of the Loan and shall be computed on the basis of a 360-day year of twelve (12) 30-day months. The Fund shall provide the Borrower with a statement of interest and/or service charge due generated on the billing due dates specified in the Financing Agreement and the Borrower shall effect payment within thirty (30) days of such date.
- (c) The Fund shall publish the IFAD Reference Interest Rate applicable in each interest period.
- (d) During the grace period, interest and/or service charge shall accrue on the outstanding principal amount of the Loan and shall be payable semi-annually on the billing due dates, but no payments of principal shall be due.

Section 5.02. Repayments and Prepayments of Principal

- (a) The Borrower shall repay the aggregate principal amount of the Loan withdrawn from the Loan Account in semi-annual instalments, calculated on the basis of the total principal amount over the maturity period minus the grace period. The Fund shall inform the Borrower of the dates and amounts of the payments as soon as possible after the start of the period of maturity of the Loan. If the total principal amount of the Loan is not fully disbursed, upon cancellation of the undisbursed principal amount the schedule of repayments shall be recalculated on the basis of the amount actually disbursed minus principal repayments already received by the Fund.
- (b) The Borrower shall have the right to prepay all or any part of the principal amount of the Loan, provided that the Borrower pays all accrued and unpaid interest and/or service charges on the amount to be prepaid as of the prepayment date. All prepayments shall be credited against the remaining Loan instalments in such manner as the Borrower and the Fund shall agree.

Section 5.03. Manner and Place of Payment

All Loan Service Payments shall be paid to such account or accounts in such bank or other financial institution as the Fund may designate by notice to the Borrower.

Section 5.04. Value Dates of Loan Service Payments

Loan Service Payments shall be deemed made as of the day on which the account of the Fund designated therefor is properly credited with such amount. If the amount is credited within the period indicated in Section 5.01(b), the value date of payment shall be the billing due date. If the amount is credited after the period indicated in Section 5.01(b), the value date of payment shall be the day the amount is credited.

ARTICLE VI - CURRENCY PROVISIONS

Section 6.01. Currencies for Withdrawals

- (a) Withdrawals from the Loan and/or Grant Accounts shall be made in the respective currencies in which expenditures to be financed out of the proceeds of the Financing have been paid or are payable, or in such currency or currencies as the Fund may select.
- (b) The Loan and/or Grant Accounts shall be debited by the amount withdrawn in the Denomination Currency or, if the amount so withdrawn is disbursed in another

currency, its equivalent in the Denomination Currency as of the value date of withdrawal.

Section 6.02. Loan Service Payment Currency

All Loan Service Payments shall be made in the Loan Service Payment Currency specified in the Financing Agreement. The amount of any Loan Service Payment shall be converted into the Denomination Currency, if necessary, at the rate applicable on the value date of payment in accordance with the provisions of Section 6.03.

Section 6.03. Valuation of Currencies

The rate of conversion from one currency to another, or from a currency to Special Drawing Rights, shall be the published rate of the International Monetary Fund available to the Fund on the value date of payment or withdrawal, as the case may be, or such other rate as the Fund may notify to the Borrower/Recipient.

ARTICLE VII - IMPLEMENTATION OF THE PROJECT

Section 7.01. Project Implementation

- (a) The Borrower and each of the Project Parties shall carry out the Project:
 - (i) with due diligence and efficiency;
 - (ii) in conformity with appropriate administrative, engineering, financial, economic, operational, environmental and agricultural development practices (including rural development practices) and good governance;
 - (iii) in accordance with plans, design standards, specifications, procurement and work schedules and construction methods agreed by the Borrower/Recipient and the Fund;
 - (iv) in accordance with the provisions of the relevant Agreement, the AWPBs, and the Procurement Plan;
 - (v) in accordance with the policies, criteria and regulations relating to agricultural development financing laid down from time to time by the Governing Council and Executive Board of the Fund; and
 - (vi) so as to ensure the sustainability of its achievements over time.
- (b)
 - (i) Projects shall be implemented on the basis of an Annual Workplan and Budget (AWPB). The Lead Project Agency shall prepare a draft Project AWPB for each Project based, to the extent appropriate, on the draft AWPBs prepared by the various Project Parties. Each draft Project AWPB shall include, among other things, a detailed description of planned Project activities during the coming Project Year, a Procurement Plan, and the sources and uses of funds.
 - (ii) Before each Project Year, the Lead Project Agency shall, if required, submit the draft Project AWPB to the oversight body designated by the Borrower/Recipient for its review. When so reviewed, the Lead Project Agency shall submit the draft Project AWPB to the Fund for comments no later than sixty (60) days before the beginning of the relevant Project Year. If the Fund does not comment on the draft Project AWPB within thirty (30) days of receipt, the AWPB shall be deemed acceptable to the Fund.

- (iii) The Lead Project Agency shall adopt the Project AWPB in the form accepted by the Fund.
- (iv) The Lead Project Agency may propose adjustments in the Project AWPB during the relevant Project Year, which shall become effective after acceptance by the Fund.

Section 7.02. Availability of Financing Proceeds

- (a) The Borrower/Recipient shall make the proceeds of the Financing available to the Project Parties upon terms and conditions specified in the Financing Agreement or otherwise approved by the Fund for the purpose of carrying out the Project.
- (b) The Financing Agreement may provide that the Borrower/Recipient open and maintain (i) one or more Project Account(s) for Project operations in a bank acceptable to the Fund, and/or (ii) one or more Designated Account(s) to receive advances in accordance with Section 4.04(d). The Borrower/Recipient shall identify the Project Party responsible for operating such account or accounts. Unless otherwise specified in the Financing Agreement, such accounts, shall be operated in accordance with the applicable rules and regulations of the Project Party responsible therefor.

Section 7.03. Availability of Additional Resources

In addition to the proceeds of the Financing, the Borrower/Recipient shall make available to the Project Parties such funds, facilities, services and other resources as may be required to carry out the Project in accordance with Section 7.01.

Section 7.04. Coordination of Activities

In order to ensure that the Project is carried out in accordance with Section 7.01, the Borrower/Recipient shall ensure that the relevant activities of its ministries, departments and agencies, and those of each Project Party, are conducted and coordinated in accordance with sound administrative policies and procedures.

Section 7.05. Procurement

- (a) Procurement of goods, works and services financed by the Financing shall be carried out in accordance with the provisions of the Borrower/Recipient's procurement regulations, to the extent such are consistent with the IFAD Procurement Guidelines. Each Procurement Plan shall identify procedures which must be implemented by the Borrower/Recipient in order to ensure consistency with the IFAD Procurement Guidelines.
- (b) By notice to the Borrower/Recipient, the Fund may require that all bidding documents and contracts for procurement of goods, works and services financed by the Financing include provisions requiring bidders, suppliers, contractors, sub-contractors and consultants to:
 - (i) allow full inspection by the Fund of all bid documentation and related records;
 - (ii) maintain all documents and records related to the bid or contract for three years after completion of the bid or contract; and
 - (iii) cooperate with agents or representatives of the Fund carrying out an audit or investigation.

Section 7.06. Use of Goods and Services

All goods, services and buildings financed by the Financing shall be used exclusively for the purposes of the Project.

Section 7.07. Maintenance

The Borrower/Recipient shall ensure that all facilities and civil works used in connection with the Project shall at all times be properly operated and maintained and that all necessary repairs of such facilities shall be made promptly as needed.

Section 7.08. Insurance

- (a) The Borrower/Recipient or the Lead Project Agency shall insure all goods and buildings used in the Project against such risks and in such amounts as shall be consistent with sound commercial practice.
- (b) The Borrower/Recipient or the Lead Project Agency shall insure the goods imported for the Project which are financed by the Financing against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation in accordance with sound commercial practice.

Section 7.09. Subsidiary Agreements

- (a) The Borrower/Recipient shall ensure that no Project Party shall enter into any Subsidiary Agreement, or consent to any modification thereof, inconsistent with the Financing Agreement or the Project Agreement.
- (b) The Borrower/Recipient and each Project Party shall exercise its rights under any Subsidiary Agreement to which it is party to ensure that the interests of the Borrower/Recipient and the Fund are fully protected and the Project is carried out in accordance with Section 7.01.
- (c) No provision of any Subsidiary Agreement to which the Borrower/Recipient is a party shall be assigned, waived, suspended, abrogated, amended or otherwise modified without the prior consent of the Fund.
- (d) The Borrower/Recipient shall bear any foreign exchange risk under any Subsidiary Agreement to which it is party, unless otherwise agreed by the Fund.

Section 7.10. Performance of the Agreements

- (a) The Borrower/Recipient shall be fully responsible to the Fund for the due and timely performance of all obligations ascribed to it, the Lead Project Agency and all other Project Parties under any Agreement. To the extent any Project Party enjoys legal personality separate from the Borrower/Recipient, any reference to an obligation of such Project Party in an Agreement shall be deemed an obligation of the Borrower/Recipient to ensure that such Project Party performs such obligation. The acceptance by any Project Party of any obligation ascribed to it in an Agreement shall not affect the responsibilities and obligations of the Borrower/Recipient.
- (b) The Borrower/Recipient shall take all necessary or appropriate action within its powers to enable and assist the Lead Project Agency and any other Project Party to perform its obligations under an Agreement. The Borrower/Recipient shall not take,

and shall not permit any third party to take, any action that would interfere with such performance.

Section 7.11. Key Project Personnel

The Borrower/Recipient or the Lead Project Agency shall appoint the Project Director and all other key Project personnel in the manner specified in the Agreement or otherwise approved by the Fund. All key Project personnel shall have qualifications and experience specified in the Agreement or otherwise approved by the Fund. The Borrower/Recipient shall exercise best efforts to ensure continuity in key Project personnel throughout the Project Implementation Period. The Borrower/Recipient or the Lead Project Agency shall insure key Project personnel against health and accident risks to the extent consistent with sound commercial practice or its customary practice in respect of its national civil service, whichever is appropriate.

Section 7.12. Project Parties

Each Project Party shall, as required to carry out the Project in accordance with Section 7.01:

- (a) promptly take all necessary or appropriate action to maintain its corporate existence and to acquire, maintain and renew its rights, properties, powers, privileges and franchises;
- (b) employ competent and experienced management and personnel;
- (c) operate, maintain and replace its plant, equipment and other properties; and
- (d) not sell, lease or otherwise dispose of any of the Project's assets, except in the normal course of business or as agreed by the Fund.

Section 7.13. Allocation of Project Resources

The Borrower/Recipient and the Project Parties shall ensure that the resources and benefits of the Project, to the fullest extent practicable, are allocated among the Target Population using gender disaggregated methods.

Section 7.14. Environmental Factors

The Borrower/Recipient and the Project Parties shall take all reasonable measures to ensure that the Project is carried out with due diligence in regard to environmental factors and in conformity with national environmental laws and any international treaties to which the Project Member State may be party. In particular, the Project Parties shall maintain appropriate pest management practices under the Project and, to that end, shall comply with the principles of the International Code of Conduct on the Distribution and Use of Pesticides of the Food and Agriculture Organization of the United Nations (FAO), as amended, and ensure that pesticides procured under the Project do not include any pesticide formulation which would be classified as Extremely Hazardous (Class Ia) or Highly Hazardous (Class Ib) according to *The WHO Recommended Classification of Pesticides by Hazard*, as amended.

Section 7.15. Relending Rates

During the Project Implementation Period, the Borrower/Recipient and the Fund shall periodically review the interest rates applicable to any credits extended to members of the Target Population which are financed (directly or indirectly) by the Financing. These reviews shall be conducted jointly with the objective of reaching or maintaining positive

interest rates over time. The Borrower/Recipient shall take any appropriate measures, consistent with its policies and the Fund's policies, to achieve that objective. Among such measures, the Borrower/Recipient and each Project Party extending such credits shall endeavour to minimise its costs. For purposes of this Section, the term "positive interest rate" means, in respect of any credit extended by any Project Party, an interest rate which, after giving effect to inflation, permits such Project Party to recover its costs and achieve sustainability.

Section 7.16. Project Completion

The Borrower/Recipient shall ensure that the Project Parties complete the implementation of the Project by the Project Completion Date. The Fund and the Borrower/Recipient shall agree on the disposition of the assets of the Project upon its completion.

ARTICLE VIII - IMPLEMENTATION REPORTING AND INFORMATION

Section 8.01. Implementation Records

The Borrower/Recipient shall ensure that the Project Parties maintain records and documents adequate to reflect their operations in implementing the Project (including, but not limited to, copies or originals of all correspondence, minutes of meetings and all documents relating to procurement) until the Project Completion Date, and shall retain such records and documents for at least ten (10) years thereafter.

Section 8.02. Monitoring of Project Implementation

The Lead Project Agency shall:

- (a) establish and thereafter maintain an appropriate information management system in accordance with the Fund's operational guidelines and Results Measurement Framework;
- (b) during the Project Implementation Period, gather all data and other relevant information (including any and all information requested by the Fund) necessary to monitor the progress of the implementation of the Project and the achievement of its objectives; and
- (c) during the Project Implementation Period and for at least ten (10) years thereafter, adequately store such information, and, promptly upon request, make such information available to the Fund and its representatives and agents.

Section 8.03. Progress Report and Mid-Term Reviews

- (a) The Lead Project Agency, or other party so designated in the relevant Agreement, shall furnish to the Fund periodic progress reports on the Project, in such form and substance as the Fund shall reasonably request. At a minimum, such reports shall address (i) quantitative and qualitative progress made in implementing the Project and achieving its objectives, (ii) problems encountered during the reporting period, (iii) steps taken or proposed to be taken to remedy these problems, and (iv) the proposed programme of activities and the progress expected during the following reporting period.
- (b) If specified in an Agreement, the Lead Project Agency and the Fund shall jointly carry out a review of Project implementation no later than the midpoint of the Project Implementation Period (the "Mid-Term Review") based on terms of reference prepared by the Lead Project Agency and approved by the Fund. Among

other things, the Mid-Term Review shall consider the achievement of Project objectives and the constraints thereon, and recommend such reorientation as may be required to achieve such objectives and remove such constraints.

- (c) The Borrower/Recipient shall ensure that the recommendations resulting from the Mid-Term Review are implemented within the specified time therefor and to the satisfaction of the Fund. Such recommendations may result in modifications to the Agreement or cancellation of the Financing.

Section 8.04. Completion Report

As promptly as possible after the Project Completion Date but in any event no later than the Financing Closing Date, the Borrower/Recipient shall furnish to the Fund a report on the overall implementation of the Project, in such form and substance as may be specified in the Financing Agreement or as the Fund shall reasonably request. At a minimum, such report shall address (i) the costs and benefits of the Project, (ii) the achievement of its objectives, (iii) the performance by the Borrower/Recipient, the Project Parties, the Fund of their respective obligations under the Agreement, and (iv) lessons learned from the foregoing.

Section 8.05. Plans and Schedules

The Project Parties shall furnish to the Fund promptly upon their preparation, such plans, design standards, reports, contract documents, specifications and schedules relating to the Project, and any material modifications subsequently made therein.

Section 8.06. Other Implementation Reports and Information.

In addition to the reports and information required by the foregoing provisions of this Article:

- (a) The Borrower/Recipient and the Project Parties shall promptly furnish to the Fund such other reports and information as the Fund shall reasonably request on any matter relating to the Project or any Project Party.
- (b) The Borrower/Recipient and the Project Parties shall promptly inform the Fund of any condition that interferes with, or threatens to interfere with, the implementation of the Project or the achievement of its objectives. In particular, the Borrower/Recipient and the Project Parties shall promptly notify the Fund of any allegations of fraud and/or corruption that are received in relation to any of the Project activities.

ARTICLE IX - FINANCIAL REPORTING AND INFORMATION

Section 9.01. Financial Records

The Project Parties shall maintain separate accounts and records in accordance with consistently maintained appropriate accounting practices adequate to reflect the operations, resources and expenditures related to the Project until the Financing Closing Date, and shall retain such accounts and records for at least ten (10) years thereafter.

Section 9.02. Financial Statements

The Borrower/Recipient shall deliver to the Fund detailed financial statements of the operations, resources and expenditures related to the Project for each Fiscal Year prepared in accordance with standards and procedures acceptable to the Fund and

deliver such financial statements to the Fund within four (4) months of the end of each Fiscal Year.

Section 9.03. Audit of Accounts

The Borrower/Recipient shall:

- (a) each Fiscal Year, have the accounts relating to the Project audited in accordance with auditing standards acceptable to the Fund and the *IFAD Guidelines on Project Audits* by independent auditors acceptable to the Fund;
- (b) within six (6) months of the end of each Fiscal Year, furnish to the Fund a certified copy of the audit report. The Borrower/Recipient shall submit to the Fund the reply to the management letter of the auditors within one month of receipt thereof;
- (c) if the Borrower/Recipient does not timely furnish any required audit report in satisfactory form and the Fund determines that the Borrower/Recipient is unlikely to do so within a reasonable period, the Fund may engage independent auditors of its choice to audit the accounts relating to the Project. The Fund may finance the cost of such audit by withdrawal from the Loan and/or Grant Accounts.

Section 9.04. Other Financial Reports and Information

In addition to the reports and information required by the foregoing provisions of this Article:

- (a) The Borrower/Recipient and the Project Parties shall promptly furnish to the Fund such other reports and information as the Fund shall reasonably request on any financial matter relating to the Financing or the Project or any Project Party.
- (b) The Borrower/Recipient and the Guarantor shall promptly inform the Fund of any condition that interferes with, or threatens to interfere with, the maintenance of Loan Service Payments.
- (c) The Project Member State shall promptly furnish to the Fund all information that the Fund may reasonably request with respect to financial and economic conditions in its territory, including its balance of payments and its external debt.

ARTICLE X - COOPERATION

Section 10.01. Cooperation, Generally

The Fund, the Cooperating Institution and each Project Party shall cooperate fully to ensure that the objectives of the Project are achieved.

Section 10.02. Exchange of Views

The Fund, the Borrower/Recipient and the Lead Project Agency shall, from time to time at the request of any one of them, exchange views on the Project, the Financing, or any Project Party.

Section 10.03. Visits, Inspections and Enquiries

The Borrower/Recipient and the Project Parties shall enable agents and representatives of the Fund from time to time to:

- (a) visit and inspect the Project, including any and all sites, works, equipment and other goods used for Project-related purposes;
- (b) examine the originals and take copies of any data, accounts, records and documents relevant to the Financing, the Project, or any Project Party; and
- (c) visit, communicate with and make enquiries of all Project personnel and any staff member of any Project Party.

Section 10.04. Audits Initiated by the Fund

The Borrower/Recipient and the Project Parties shall permit auditors designated by the Fund to audit the records and accounts relating to the Project. The Borrower/Recipient and the Project Parties shall cooperate fully with any such audit and accord the auditors the full rights and privileges of agents or representatives of the Fund under Section 10.03. With the exception of audits carried out in accordance with Section 9.03(c), the Fund shall bear the cost of such audits.

Section 10.05. Evaluations of the Project

- (a) The Borrower/Recipient and each Project Party shall facilitate all evaluations and reviews of the Project that the Fund may carry out during the Project Implementation Period and for ten (10) years thereafter.
- (b) As used in this Section, the term "facilitate", in addition to full compliance with Articles VIII, IX and this Article X in respect of such evaluations and reviews, includes providing timely logistical support by making available Project personnel and equipment and promptly taking such other action as the Fund may request in connection with such evaluations and reviews, but does not include incurring out-of-pocket expenses.

Section 10.06. Country Portfolio Reviews

The Project Member State shall permit the agents and representatives of the Fund, in consultation with the Project Member State, to enter its territory from time to time to exchange views with such persons, visit such sites, and examine such data, records and documents as the Fund may reasonably request in order to carry out a general review of all projects and programmes financed, in whole or in part, by the Fund in its territory and all financing extended by the Fund to the Project Member State. The Project Member State shall ensure that all concerned parties cooperate fully in such review.

ARTICLE XI - TAXATION

Section 11.01. Taxation

- (a) The Financing and all Loan Service Payments shall be exempt from all Taxes, and all Loan Service Payments shall be made free and clear of Taxes.
- (b) The Agreement shall be exempt from any Taxes on signature, delivery or registration.
- (c) The use of any proceeds of the Financing to pay for Taxes is subject to the Fund's policy of requiring economy and efficiency in the use of its Financing. Therefore, if the Fund at any time determines that the amount of any such Tax is excessive, discriminatory or otherwise unreasonable, the Fund may, by notice to the Borrower/Recipient, reduce the percentages of Eligible Expenditures to be financed by the Financing which are specified in the Financing Agreement.

ARTICLE XII - REMEDIES OF THE FUND

Section 12.01. Suspension by the Fund

(a) Whenever any of the following events has occurred and is continuing, the Fund may suspend, in whole or in part, the right of the Borrower/Recipient to request withdrawals from the Loan and/or Grant Accounts:

- (i) The Borrower has failed to make any Loan Service Payment when due, whether or not the Guarantor or any other third party has made such Loan Service Payment.
- (ii) The Borrower/Recipient has failed to make any payment due under any other Financing Agreement, Guarantee Agreement, or other financial obligation of any kind of the Borrower/Recipient to the Fund, whether or not any third party has made such payment.
- (iii) The Guarantor has failed to make any Loan Service Payment when due.
- (iv) The Guarantor has failed to make any payment due under any other Financing or Guarantee Agreement between the Guarantor and the Fund, or other financial obligation of any kind of the Guarantor to the Fund.
- (v) The Fund has determined that the Project has failed to fulfil, or is unlikely to fulfil in a timely manner, its purposes as stated in the Agreement.
- (vi) The Fund has determined that a situation has arisen which may make it improbable that the Project can be successfully carried out or that any Project Party will be able to perform any of its obligations under any Agreement.
- (vii) The Project Member State has been suspended from membership in the Fund or ceased to be a Member State; or the Project Member State has delivered a notice of its intention to withdraw from the Fund.
- (viii) Any representation made by the Borrower/Recipient, the Guarantor, or any Project Party in any Agreement, or any statement furnished in connection therewith and relied upon by the Fund in making the Financing, is incorrect or misleading in any material respect.
- (ix) If the Borrower/Recipient is not a Member State, the Fund has determined that any material adverse change in the condition of the Borrower/Recipient has occurred.
- (x) Either the Borrower/Recipient or the Guarantor has been unable to pay its debts generally as they come due.
- (xi) Any competent authority has taken action for the dissolution of the Lead Project Agency or suspension of its operations.
- (xii) Any competent authority has taken action for the dissolution of any Project Party (other than the Lead Project Agency) or suspension of its operations,

and the Fund has determined that such dissolution or suspension is likely to have a material adverse effect on the Project.

- (xiii) The Borrower/Recipient has failed to make any funds, facilities, services and other resources available to the Project Parties in accordance with Sections 7.02 or 7.03.
- (xiv) The Fund has not received any audit report or other document referred to in Article VIII (Implementation Reporting and Information) or Article IX (Financial Reporting and Information) within the time prescribed therefor in the Agreements, or the audit report is not fully satisfactory to the Fund, or the Borrower/Recipient or any other Project Party has otherwise failed to perform its obligations under Article VIII or IX.
- (xv) The Lead Project Agency or any other Project Party has failed to perform any of its obligations under a Project Agreement.
- (xvi) The Borrower/Recipient or the Lead Project Agency has failed to perform any of its obligations under any Subsidiary Agreement.
- (xvii) Any Project Party (other than the Lead Project Agency) has failed to perform any of its obligations under any Subsidiary Agreement, and the Fund has determined that such failure has had, or is likely to have, a material adverse effect on the Project.
- (xviii) Any Subsidiary Agreement or any provision thereof has been assigned, waived, suspended, terminated, amended or otherwise modified without the prior consent of the Fund, and the Fund has determined that such assignment, waiver, suspension, termination, amendment or modification has had, or is likely to have, a material adverse effect on the Project.
- (xix) The Fund has suspended, in whole or in part, the right of the Borrower/Recipient or the Guarantor to request or make withdrawals under any other Agreement with the Fund.
- (xx) The Borrower/Recipient or any Project Party has failed to perform any other obligation under the Financing Agreement or any other Agreement.
- (xxi) The Fund determines that any amount of the Financing has been used to finance an expenditure other than an Eligible Expenditure.
- (xxii) The Fund, after consultation with the Borrower/Recipient, has determined that the material benefits of the Project are not adequately reaching the Target Population, or are benefiting persons other than the Target Population to the detriment of the Target Population.
- (xxiii) The Borrower/Recipient has defaulted in the performance of any Special Covenant set forth in the relevant Agreement, and such default has continued unremedied for a period of thirty (30) days, and the Fund has determined that such default has had, or is likely to have, a material adverse effect on the Project.

- (xxiv) The Fund has given notice to the Borrower/Recipient that credible allegations of coercive, collusive, corrupt or fraudulent practices in connection with the Project have come to the attention of the Fund, and the Borrower/Recipient has failed to take timely and appropriate action to address the matters to the satisfaction of the Fund.
- (xxv) Procurement has not been or is not being carried out in accordance with the IFAD Procurement Guidelines.
- (xxvi) Upon the occurrence or non-occurrence, as the case may be, of any event specified in the relevant Agreement as an additional ground for suspension.

Such suspension shall become effective upon dispatch of notice by the Fund to the Borrower/Recipient and the Guarantor. Such suspension shall continue until the Fund has notified the Borrower/Recipient that the Borrower/Recipient's right to request withdrawals has been restored in whole or in part.

- (b) If the audit report required by Section 9.03 has not been submitted to the Fund within six (6) months of the date on which it is due, the right of the Borrower/Recipient to request withdrawals from the Loan and/or Grant Accounts shall be suspended.

Section 12.02. Cancellation by the Fund

- (a) If any of the following events has occurred, the Fund may cancel in whole or in part the remaining amounts in the Loan and/or Grant Accounts:
 - (i) The right of the Borrower/Recipient to request withdrawals from the Loan and/or Grant Accounts has been suspended under Section 12.01 with respect to any amount of the Financing for a continuous period of at least thirty (30) days.
 - (ii) The Fund determines after consultation with the Borrower/Recipient that any amount of the Financing will not be required to finance the Project.
 - (iii) After consultation with the Borrower/Recipient, the Fund determines that coercive, collusive, corrupt or fraudulent practices were engaged in by representatives of the Borrower/Recipient or any Project Party in respect of any expenditures incurred during the procurement or the carrying out of any contract financed by the Financing, and that the Borrower/Recipient has failed to take timely and appropriate action to remedy the situation.
 - (iv) The Fund has determined that any amount of the Financing has been used to finance an expenditure other than an Eligible Expenditure and the Borrower/Recipient has failed to promptly refund such amount to the Fund upon the Fund's instructions.
 - (v) The Fund has received any notice from the Guarantor terminating its obligations under the Guarantee Agreement.
 - (vi) The Mid-Term Review has recommended that the Project be terminated.

- (vii) Upon the occurrence or non-occurrence, as the case may be, of any event specified in the relevant Financing Agreement as an additional ground for cancellation.

Such cancellation shall be effective upon dispatch of notice to the Borrower/Recipient.

- (b) Any amounts remaining in the Loan and/or Grant Accounts shall be cancelled on the Financing Closing Date, except for any unwithdrawn balances of applications for withdrawal received by the Financing Closing Date and any amounts subject to undischarged Special Commitments, which shall be cancelled upon the full discharge of such Special Commitments.

Section 12.03. Cancellation by the Borrower/Recipient

After consultation with the Fund and with the concurrence of the Guarantor, the Borrower/Recipient may by notice to the Fund cancel any unwithdrawn amount of the Financing, except for amounts subject to Special Commitment. Such cancellation shall become effective upon acknowledgement thereof by the Fund.

Section 12.04. Applicability of Cancellation or Suspension

- (a) No cancellation or suspension shall apply to amounts subject to any Special Commitment made by the Fund, unless such Special Commitment expressly provides otherwise.
- (b) Except as expressly provided in this Article, all provisions of the Financing Agreement shall continue in full force and effect notwithstanding any cancellation or suspension.

Section 12.05. Acceleration of Maturity

If at any time any of the following events has occurred, at any subsequent time during the continuance thereof, the Fund may declare the principal amount of the Loan then outstanding, together with all accrued interest and other charges thereon, to be immediately due and payable:

- (a) any event specified in paragraphs (v) through (xii), inclusive, of Section 12.01 has occurred;
- (b) the Fund has declared the principal of any other loan to the Borrower/Recipient or the Guarantor then outstanding to be immediately due and payable;
- (c) any event specified in paragraphs (i) through (iv), inclusive, of Section 12.01 has occurred and continues for a period of thirty (30) days;
- (d) any event specified in paragraphs (xiii) through (xxvi), inclusive, of Section 12.01 has occurred and continues for a period of sixty (60) days after notice thereof has been given by the Fund to the Borrower/Recipient and the Guarantor; or
- (e) any other event specified in the Financing Agreement for the purposes of this Section has occurred and has continued for the period, if any, specified in the Financing Agreement.

Such declaration shall be effective upon dispatch of notice to the Borrower/Recipient and the Guarantor, whereupon such principal, interest and other charges shall become due and payable immediately.

Section 12.06. Other Remedies

The remedies of the Fund set forth in this Article shall not limit or otherwise prejudice any rights or remedies available to the Fund otherwise.

ARTICLE XIII - ENTRY INTO FORCE AND TERMINATION

Section 13.01. Entry into Force

An Agreement or amendment thereto shall enter into force on the date when both the Fund and the Borrower/Recipient have signed it, unless the Agreement states that it is subject to ratification, in which case the Agreement shall enter into force on the date the Fund receives an instrument of ratification.

Section 13.02. Termination before Withdrawal

The Fund may terminate the Agreement and all rights and obligations of the parties thereunder if:

- (a) before the date of first withdrawal from the Loan and/or Grant Accounts, any event of suspension specified in Section 12.01 has occurred; or
- (b) before the date of first withdrawal from the Loan and/or Grant Accounts, the Borrower/Recipient, the Guarantor or any other Project Party has taken any action inconsistent with the object and purpose of any Agreement.

Section 13.03. Termination upon Full Performance

An Agreement and all obligations of the parties thereunder shall terminate when the entire principal amount of the Loan withdrawn from the Loan Account and all interest and other charges which shall have accrued on the Loan have been paid and when all other obligations of the parties have been fully performed, or when agreed by the parties.

ARTICLE XIV - ENFORCEABILITY AND RELATED MATTERS

Section 14.01. Enforceability

The Agreement and the rights and obligations of the parties thereunder shall be valid and enforceable in accordance with their terms, regardless of any law to the contrary in the territory of the Project Member State.

Section 14.02. Failure to Exercise Rights

No delay in exercising, or failure to exercise, any right, power or remedy of any party under an Agreement shall impair any such right, power or remedy, or be construed as a waiver thereof. No action or omission of any party in respect of any default under an Agreement shall impair any right, power or remedy of such party in respect of any subsequent default.

Section 14.03. Rights and Remedies Cumulative

The rights and remedies of any party under an Agreement are cumulative and (except as otherwise expressly provided) not exclusive of any right or remedies that such party would otherwise have.

Section 14.04. Settlement of Disputes

Any dispute, controversy or claim arising out of, or in relation to, an Agreement, or the existence, interpretation, application, breach, termination, or invalidity thereof, shall be settled in accordance with the Arbitration Rules (2012) of the Permanent Court of Arbitration.

- (a) The number of arbitrators shall be one (1).
- (b) The place of arbitration shall be Rome, Italy.
- (c) The language to be used in the arbitral proceedings shall be the language of the Agreement.

Section 14.05. Applicable Law

Any agreements subject to these General Conditions shall be governed by, and construed in accordance with, public international law.

ARTICLE XV - MISCELLANEOUS PROVISIONS

Section 15.01. Communications

All notices, requests and other communications given or made under an Agreement shall be in writing. Except as otherwise expressly provided in the Agreement, any such notice, request or other communication shall be deemed duly given or made when delivered by hand, mail, telegram, facsimile or email to the party to which it is given or made at such party's address specified in the particular Agreement, or at such other address as such party may designate by notice to the other parties thereto.

Section 15.02. Language of Reporting

The Borrower/Recipient and the Project Parties shall deliver all reports and information to the Fund in the language of the Agreement, or in any other language agreed by the parties.

Section 15.03. Authority to Take Action

The representative or agent so designated in any Agreement, or another person duly authorized in writing by such representative or agent, may take any action and sign any document in connection with such Agreement on behalf of such party.

Section 15.04. Evidence of Authority

Upon request by the Fund, the Borrower/Recipient, the Guarantor and any Project Party shall furnish to the Fund sufficient evidence of the authority of the person or persons referred to in Section 15.03, and the authenticated specimen signature of each such person.

Section 15.05. Modifications of the Agreement

The parties may agree from time to time to modify the terms and conditions of an Agreement or the application of the Agreement. Any amendment to an Agreement shall enter into force in accordance with the provisions of Section 13.01 hereof, unless the parties agree otherwise.

Section 15.06. Change of Entity or Representative

If a party wishes to appoint any successor to, reassigns the responsibilities of, or changes the designation or address of any of the entities specified in an Agreement, such party shall give notice thereof to the other parties. Upon acceptance by the other parties, such new entity shall constitute the entity fully responsible for carrying out the functions assigned to its predecessor under the Agreement.

Section 15.07. Signature of the Agreement

The signature of an Agreement by a party shall constitute the expression of such party's consent to be bound thereby, subject only to any ratification or authorisation required by a rule of internal law of fundamental importance and disclosed to the other party in writing before such signature.

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Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n°29/01 ryo ku wa 19/12/2016 ryemeza Amasezerano yashyiriweho umukono i Roma mu Butaliyani ku wa 04 Ugushyingo 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga kigamije Guteza imbere Ubuhinzi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'imwe n'ibihumbi magana atatu na mirongo itanu z'Amadetsi (31.350.000 DTS) n'impano ingana n'ibihumbi magana arindwi na mirongo cyenda z'Amadetsi (790.000 DTS) agenewe umushinga wo guteza imbere Umukamo w'Amata mu Rwanda

Kigali, ku wa 19/12/2016

Seen to be annexed to Presidential Order n°29/01 of 19/12/2016 ratifying the Financing Agreement signed in Rome, Italy on 4 November 2016, between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of thirty one million three hundred and fifty thousand Special Drawing Rights (SDR 31,350,000) and the grant of seven hundred and ninety thousand Special Drawing Rights (SDR 790,000) for the Rwanda Dairy Development Project

Kigali, on 19/12/2016

Vu pour être annexé à l'Arrêté Présidentiel n°29/01 du 19/12/2016 ratifiant l'Accord de financement signé à Rome, en Italie le 04 novembre 2016, entre la République du Rwanda et le Fonds International pour le Développement Agricole (FIDA), relatif au prêt de trente et un millions trois cent cinquante mille Droits de Tirage Spéciaux (31.350.000 DTS) et au don de sept cent quatre-vingt-dix mille Droits de Tirage Spéciaux (790.000 DTS) pour le projet de Développement Laitier au Rwanda

Kigali, le 19/12/2016

Official Gazette n° 51bis of 19/12/2016

(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:**

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

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

Official Gazette n° 51bis of 19/12/2016

**ITEKA RYA PEREZIDA N° 30/01 RYO KU WA
19/12/2016 RISUBIZA MU BUZIMA
BUSANZWE BA OFISIYE BAKURU NA BA
OFISIYE BATO BA POLISI Y’U RWANDA**

**PRESIDENTIAL ORDER N°30/01 OF
19/12/2016 ON LAY-OFF OF SENIOR
OFFICERS AND JUNIOR OFFICERS FROM
RWANDA NATIONAL POLICE**

**ARRETE PRESIDENTIEL N°30/01 DU
19/12/2016 PORTANT DESENGAGEMENT
DES OFFICIERS SUPERIEURS ET
OFFICIERS SUBALTERNES DE LA
POLICE NATIONALE DU RWANDA**

ISHAKIRO

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ITEKA RYA PEREZIDA N° 30/01 RYO KU WA 19/12/2016 RISUBIZA MU BUZIMA BUSANZWE BA OFISIYE BAKURU NA BA OFISIYE BATO BA POLISI Y’U RWANDA

PRESIDENTIAL ORDER N°30/01 OF 19/12/2016 ON LAY-OFF OF SENIOR OFFICERS AND JUNIOR OFFICERS FROM RWANDA NATIONAL POLICE

ARRETE PRESIDENTIEL N°30/01 DU 19/12/2016 PORTANT DESENGAGEMENT DES OFFICIERS SUPERIEURS ET OFFICIERS SUBALTERNES DE LA POLICE NATIONALE DU RWANDA

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

Dushingiye ku Iteka rya Perezida n° 30/01 ryo ku wa 09/07/2012 rishyiraho sitati yihariye igenga abapolisi cyane cyane mu ngingo zaryo, iya 20 n’iya 71;

Pursuant to Presidential Order n° 30/01 of 09/07/2012 on specific statute for police officers, especially in Articles 20 and 71;

Vu l’Arrêté Présidentiel n° 30/01 du 09/07/2012 portant statut particulier des policiers, spécialement en ses articles 20 et 71;

Inama y’Abaminisitiri yateranye ku wa 10/08/2016 imaze kubisuzuma no kubyemeza;

After consideration and adoption by the Cabinet, in its session of 10/08/2016;

Après examen et adoption par le Conseil des Ministres, en sa séance du 10/08/2016;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND HEREBY ORDER:

AVONS ARRETE ET ARRETONS:

Ingingo ya mbere: Gusubizwa mu buzima busanzwe

Article One: Lay-off

Article premier: Désengagement

Ba Ofisiye Bakuru na ba Ofisiye Bato ba Polisi y’u Rwanda bafite amazina ari ku mugereka w’iri teka basubijwe mu buzima busanzwe.

Senior Officers and Junior Officers of Rwanda National Police whose names are mentioned in annex of this Order are laid off from Rwanda National Police.

Les Officiers Supérieurs et les Officiers Subalternes de la Police Nationale du Rwanda dont les noms sont inscrits en annexe du présent arrêté sont désengagés de la Police Nationale du Rwanda.

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Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Ivanwaho ry'ingingo zinyuranyije n'iri teka

Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.

Ingingo ya 4: Igihe iri iteka ritangira gukurikizwa

Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda. Agaciro karyo gahera ku wa 03/08/2016.

Kigali, ku wa **19/12/2016**

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Justice/Attorney General and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Repealing provision

All prior provisions contrary to this Order are repealed.

Article 4: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda. It takes effect as of 03/08/2016.

Kigali, on **19/12/2016**

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

Le Premier Ministre, le Ministre de la Justice/Garde des Sceaux et le Ministre des Finances et de la Planification Economique sont chargés de l'exécution du présent arrêté.

Article 3: Disposition abrogatoire

Toutes les dispositions antérieures contraires au présent Arrêté sont abrogées.

Article 4: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda. Il sort ses effets à partir du 03/08/2016.

Kigali, le **19/12/2016**

Official Gazette n° 51bis of 19/12/2016

(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**

Seen and sealed with the Seal of the Republic

Vu et scellé du Sceau de la République

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

(sé)
BUSINGYE Johnston
Minister of Justice /Attorney General

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

Official Gazette n° 51bis of 19/12/2016

UMUGEREKA W'ITEKA RYA PEREZIDA N°30/01 RYO KU WA 19/12/2016 RISUBIZA MU BUZIMA BUSANZWE BA OFISIYE BAKURU NA BA OFISIYE BATO BA POLISI Y'U RWANDA	ANNEX TO THE PRESIDENTIAL ORDER N° 30/01 OF 19/12/2016 ON LAY-OFF OF SENIOR OFFICERS AND JUNIOR OFFICERS FROM RWANDA NATIONAL POLICE	ANNEXE A L'ARRETE PRESIDENTIEL N° 30/01 DU 19/12/2016 PORTANT DESENGAGEMENT DES OFFICIER SUPERIEURS ET OFFICIER SUBALTERNES DE LA POLICE NATIONALE DU RWANDA
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BA OFISIYE BAKURU NA BA OFISIYE BATO BA POLISI Y'U RWANDA BASUBIJWE MU BUZIMA BUSANZWE	LAI D OFF OF SENIOR OFFICERS AND JUNIOR OFFICERS FROM RWANDA NATIONAL POLICE	OFFICIERS SUPERIEURS ET OFFICIERS SUBALTERNES DESENGAGES DE LA POLICE NATIONALE DU RWANDA
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S/N	PN	FULL NAMES
1.	00387	SP Eugene Kibogo
2.	01500	SP Egide Rutaganira
3.	01973	SP Augustin Rurangirwa
4.	00154	SP Darius Karisa
5.	00326	SP Justin Ntaganda
6.	00328	CIP Claude Banna
7.	00420	CIP Peter Ntaganira
8.	01371	CIP David Nkundimana
9.	00279	CIP Lambert Ryumugabe
10.	00332	CIP Adrien Rutagengwa
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12.	00417	CIP Steven Bucyana
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14.	05333	IP Eugene Mpfizi
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16.	00428	IP Jean Pierre Semategeko
17.	05335	IP Jean Pierre Ntakirutimana
18.	01009	IP Protais Rugira
19.	00344	IP Jean Claude Nshimiyimana
20.	00788	IP Jean Pierre Rugambya
21.	02042	IP Vianney Havugimana
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23.	01812	IP Tenge Muhamirizo
24.	08257	IP Bernard Mwongereza
25.	02303	AIP Thomas Niyomugabo
26.	02705	AIP Jean Claude Rurangirwa
27.	10421	AIP Jean de Dieu Ruzindana
28.	03477	AIP Louise Mukamana
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33.	01692	AIP Adrien Simpunga
34.	12480	AIP Jules Bizimana
35.	14865	AIP Francois Habiwaremye

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Official Gazette n° 51bis of 19/12/2016

Bibonywe kugira ngo bishyirwe ku Iteka rya Perezida n°30/01 ryo ku wa 19/12/2016 risubiza mu buzima busanzwe ba Ofisiye Bakuru na ba Ofisiye Bato ba Polisi y'u Rwanda

Kigali, ku wa **19/12/2016**

(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

Seen to be annexed to the Presidential Order n°30/01 of 19/12/2016 on lay-off of Senior Officers and Junior Officers from Rwanda National Police.

Kigali, on **19/12/2016**

(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

Vu pour être annexée à l'Arrêté Présidentiel n°30/01 du 19/12/2016 portant désengagement des Officiers Supérieurs et Officiers Subalternes de la Police Nationale du Rwanda

Kigali, le **19/12/2016**

(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