

Ibirimo/Summary/Sommaire

page/urup.

A. Amategeko/Laws/Lois

N° 004/2018 ryo ku wa 16/03/2018

Itegeko ryemera kwemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 27 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'Urwego ruyobora Ikigega cyihariye cya NDF kigamije gutera inkunga gahunda y'imihindagurikire y'ikirere muri Afurika, yerekeranye n'impano ingana na miliyoni eshatu n'ibihumbi magana atatu na mirongo inani na bibiri z'Amayero (3,382,000 EUR) agenewe kunononsora mu buryo bwihuse kandi burambye imishinga y'ibikorwa by'uruhererekane nyongeragaciro ku makara n'inkwi.....5

N° 004/2018 of 16/03/2018

Law approving the ratification of the grant agreement signed in Kigali, Rwanda on 27 December 2017, between the Republic of Rwanda and the International Development Association (IDA), Acting as Administrator of the Africa NDF Climate Change Program Single-Donor Trust Fund, relating to the grant of three million three hundred and eighty-two thousand euros (EUR 3,382,000) for improving the efficiency and sustainability of charcoal and wood fuel value chains project.....5

N° 004/2018 du 16/03/2018

Loi approuvant la ratification de l'Accord de don signé à Kigali, au Rwanda le 27 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds Spécial NDF pour les changements climatiques en Afrique, relatif au don de trois millions trois cent quatre-vingt-deux mille Euros (3.382.000 EUR) pour améliorer l'efficience et la durabilité des projets de chaînes de mise en valeur du charbon de bois et bois de chauffage.....5

N° 005/2018 ryo ku wa 16/03/2018

Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 21 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana arindwi z'Amadetsi (56.700.000 DTS) yo gushyigikira umushinga wo gufasha abatishoboye.....9

N° 005/2018 of 16/03/2018

Law approving ratification of the Financing Agreement for the strengthening social protection project signed in Kigali, Rwanda, on 21 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fifty-six million seven hundred thousand Special Drawing Rights (SDR 56,700,000).....9

N° 005/2018 du 16/03/2018

Loi approuvant la ratification de l'Accord de Financement pour le projet de renforcement de la protection sociale signé à Kigali, Rwanda, le 21 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cinquante-six millions sept cent mille Droits de Tirage Spéciaux (56.700.000 DTS).....9

N° 006/2018 ryo ku wa 16/03/2018

Itegeko ryemera kwemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Ukuboza 2017, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Ikigega gihuriweho n'abaterakunga b'iterambere ry'imihanda y'ubuhahirane mu Rwanda, yerekeranye n'impano y'inyongera ingana na miliyoni mirongo itandatu n'umunani z'Amadolari y'Abanyamerika (68.000.000 USD) agenewe umushinga wo gutunganya imihanda y'ubuhahirane bw'icyaro.....13

N° 006/2018 of 16/03/2018

Law approving the ratification of the grant agreement signed in Kigali, Rwanda on 07 December 2017, between the Republic of Rwanda and the International Bank for Reconstruction and Development and the International Development Association (IDA) acting as administrator of the Rwanda Feeder Roads Development Multi-Donor Trust Fund, relating to the additional grant of sixty-eight million American Dollars (USD 68,000,000) for the Feeder Roads Development Project.....13

N° 006/2018 du 16/03/2018

Loi approuvant la ratification de l'Accord de don signé à Kigali, au Rwanda le 07 décembre 2017, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds Multi-Donateurs pour l'aménagement des routes de desserte du Rwanda, relatif au don additionnel de soixante-huit millions de Dollars Américains (68.000.000 USD) pour le Projet d'aménagement des routes de desserte.....13

N° 007/2018 ryo ku wa 16/03/2018

Itegeko ryemera kwemeza burundu amasezerano yo kohererezanya abakurikiranyweho ibyaha hagati ya Leta ya Repubulika y'u Rwanda na Leta ya Repubulika ya Malawi, yashyiriweho umukono i Lilongwe, muri Repubulika ya Malawi, kuwa 23 Gashyantare 2017.....17

N°007/2018 of 16/03/2018

Law approving ratification of the Treaty on extradition between the Government of the Republic of Rwanda and the Government of the Republic of Malawi, signed at Lilongwe, the Republic of Malawi, on 23 February 2017.....17

N°007/2018 du 16/03/2018

Loi approuvant la ratification du Traité d'extradition entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Malawi, signé à Lilongwe, République du Malawi, le 23 février 2017.....17

N° 009/2018 ryo ku wa 16/03/2018

Itegeko ryemera kwemeza burundu amasezerano yo kohererezanya abakurikiranyweho ibyaha n'abahanwe na byo hagati ya Leta ya Repubulika y'u Rwanda na Leta ya Repubulika Yunze Ubumwe Iharanira Demokarasi ya Etiyopiya yashyiriweho umukono i Kigali muri Repubulika y'u Rwanda, ku wa 28 Mata 2017.....33

N°009/2018 of 16/03/2018

Law approving ratification of the Extradition Treaty between the Government of the Republic of Rwanda and the Government of the Federal Democratic Republic of Ethiopia, signed at Kigali, the Republic of Rwanda, on 28 April 2017.....33

N°009/2018 du 16/03/2018

Loi approuvant la ratification du Traité d'Extradition entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Fédérale Démocratique d'Ethiopie, signé à Kigali, en République du Rwanda, le 28 avril 2017.....33

N°010/2018 ryo ku wa 16/03/2018

Itegeko ryemera kwemeza burundu amasezerano yo kohererezanya abakurikiranyweho ibyaha n'abahamwe na byo hagati ya Leta ya Repubulika y'u Rwanda na Leta ya Repubulika ya Zambiya yashyiriweho umukono i Lusaka, muri Repubulika ya Zambiya, ku wa 19 Kamena 2017.....51

N°010/2018 of 16/03/2018

Law approving ratification of the Extradition Treaty between the Government of the Republic of Rwanda and the Government of the Republic of Zambia, signed at Lusaka, the Republic of Zambia, on 19 June 2017.....51

N°010/2018 du 16/03/2018

Loi approuvant la ratification du Traité d'Extradition entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Zambie, signé à Lusaka, République de Zambie, le 19 juin 2017.....51

A. Amateka ya Perezida/ Presidential Orders/ Arrêtés Présidentiels

N° 63/01 ryo ku wa 16/03/2018

Iteka rya Perezida ryemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 27 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'Urwego ruyobora Ikigega cyihariye cya NDF kigamije gutera inkunga gahunda y'imihindagurikire y'ikirere muri Afurika, yerekeranye n'impano ingana na miliyoni eshatu n'ibihumbi magana atatu na mirongo inani na bibiri z'Amayero (3,382,000 EUR) agenewe kunononsora mu buryo bwihuse kandi burambye imishinga y'ibikorwa by'uruhererekane nyongeragaciro ku makara n'inkwi.....66

N°63/01 of 16/03/2018

Presidential Order ratifying the Grant Agreement signed at Kigali, Rwanda, on 27 December 2017, between the Republic of Rwanda and the International Development Association (IDA), Acting as Administrator of the Africa NDF Climate Change Program Single-Donor Trust Fund, relating to the grant of three million three hundred and eighty-two thousand euros (EUR 3,382,000) for improving the efficiency and sustainability of charcoal and wood fuel value chains project.....66

N°63/01 du 16/03/2018

Arrêté Présidentiel ratifiant l'Accord de don signé à Kigali, au Rwanda le 27 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds Spécial NDF pour les changements climatiques en Afrique, relatif au don de trois millions trois cent quatre-vingt-deux mille Euros (3.382.000 EUR) pour améliorer l'efficience et la durabilité des projets de chaînes de mise en valeur du charbon de bois et bois de chauffage.....66

N° 64/01 ryo ku wa 16/03/2018

Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 21 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana arindwi z'Amadetsi (56.700.000 DTS) yo gushyigikira umushinga wo gufasha abatishoboye.....90

N°64/01 of 16/03/2018

Presidential Order ratifying the Financing Agreement signed at Kigali, Rwanda, on 21 December 2017, between the Republic of Rwanda and the International Development

Association (IDA), relating to a credit of fifty-six million seven hundred thousand Special Drawing Rights (SDR 56,700,000) for strengthening social protection project.....90

N° 64/01 du 16/03/2018

Arrêté Présidentiel ratifiant l'Accord de Financement signé à Kigali, au Rwanda, le 21 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cinquante-six millions sept cent mille Droits de Tirage Spéciaux (56.700.000 DTS) pour le renforcement du projet de protection sociale.....90

N° 65/01 ryo ku wa 16/03/2018

Iteka rya Perezida ryemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Ukuboza 2017, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Ikigega gihuriweho n'abaterakunga b'iterambere ry'imihanda y'ubuhahirane mu Rwanda, yerekeranye n'impano y'inyongera ingana na miliyoni mirongo itandatu n'umunani z'Amadolari y'Abanyamerika (68.000.000 USD) agenewe umushinga wo gutunganya imihanda y'ubuhahirane bw'icyaro.....114

N° 65/01 of 16/03/2018

Presidential Order ratifying the the grant agreement signed in Kigali, Rwanda on 07 December 2017, between the Republic of Rwanda and the International Bank for Reconstruction and Development and the International Development Association (IDA) acting as administrator of the Rwanda Feeder Roads Development Multi-Donor Trust Fund, relating to the additional grant of sixty-eight million American Dollars (USD 68,000,000) for the Feeder Roads Development Project.....114

N°65/01 DU 16/03/2018

Arrêté Présidentiel ratifiant l'Accord de don signé à Kigali, au Rwanda le 07 décembre 2017, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds Multi-Donateurs pour l'aménagement des routes de desserte du Rwanda, relatif au don additionnel de soixante-huit millions de Dollars Américains (68.000.000 USD) pour le Projet d'aménagement des routes de desserte.....114

ITEGEKO N° 004/2018 RYO KU WA 16/03/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA KU WA 27 UKUBOZA 2017, HAGATI
YA REPUBULIKA Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), NK'URWEGO
RUYOBORA IKIGEGA CYIHARIYE CYA NDF
KIGAMIJE GUTERA INKUNGA GAHUNDA
Y'IMIHINDAGURIKIRE Y'IKIRERE MURI
AFURIKA, YEREKERANYE N'IMPANO
INGANA NA MILIYONI ESHATU N'IBIHUMBI
MAGANA ATATU NA MIRONGO INANI NA
BIBIRI Z'AMAYERO (3,382,000 EUR)
AGENEWE KUNONONSORA MU BURYO
BWIHUSE KANDI BURAMBYE IMISHINGA
Y'IBIKORWA BY'URUHEREREKANE
NYONGERAGACIRO KU MAKARA N'INKWI

LAW N° 004/2018 OF 16/03/2018 APPROVING
THE RATIFICATION OF THE GRANT
AGREEMENT SIGNED IN KIGALI, RWANDA
ON 27 DECEMBER 2017, BETWEEN THE
REPUBLIC OF RWANDA AND THE
INTERNATIONAL DEVELOPMENT
ASSOCIATION (IDA), ACTING AS
ADMINISTRATOR OF THE AFRICA NDF
CLIMATE CHANGE PROGRAM SINGLE-
DONOR TRUST FUND, RELATING TO THE
GRANT OF THREE MILLION THREE
HUNDRED AND EIGHTY-TWO THOUSAND
EUROS (EUR 3,382,000) FOR IMPROVING
THE EFFICIENCY AND SUSTAINABILITY
OF CHARCOAL AND WOOD FUEL VALUE
CHAINS PROJECT

LOI N° 004/2018 DU 16/03/2018 APPROUVANT
LA RATIFICATION DE L'ACCORD DE DON
SIGNE A KIGALI, AU RWANDA LE 27
DECEMBRE 2017, ENTRE LA REPUBLIQUE
DU RWANDA ET L'ASSOCIATION
INTERNATIONALE DE DEVELOPPEMENT
(IDA) AGISSANT EN QUALITE
D'ADMINISTRATEUR DU FONDS SPECIAL
NDF POUR LES CHANGEMENTS
CLIMATIQUES EN AFRIQUE, RELATIF AU
DON DE TROIS MILLIONS TROIS CENT
QUATRE VINGT DEUX MILLE EUROS
(3.382.000 EUR) POUR AMÉLIORER
L'EFFICIENCE ET LA DURABILITÉ DES
PROJETS DE CHAÎNES DE MISE EN VALEUR
DU CHARBON DE BOIS ET BOIS DE
CHAUFFAGE

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIERES

Ingingo ya mbere: Kwemera kwemeza
burundu

Article One: Approval for ratification

Article premier: Approbation pour
ratification

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

Article 2: Drafting, consideration and adoption of
this Law

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

Ingingo ya 3: Igihe iri tegeko ritangira
gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

**ITEGEKO N° 004/2018 RYO KU WA 16/03/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA KU WA 27 UKUBOZA 2017, HAGATI
YA REPUBULIKA Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), NK'URWEGO
RUYOBORA IKIGEGA CYIHARIYE CYA NDF
KIGAMIJE GUTERA INKUNGA GAHUNDA
Y'IMIHINDAGURIKIRE Y'IKIRERE MURI
AFURIKA, YEREKERANYE N'IMPANO
INGANA NA MILIYONI ESHATU N'IBIHUMBI
MAGANA ATATU NA MIRONGO INANI NA
BIBIRI Z'AMAYERO (3,382,000 EUR)
AGENEWE KUNONONSORA MU BURYO
BWIHUSE KANDI BURAMBYE IMISHINGA
Y'IBIKORWA BY'URUHEREREKANE
NYONGERAGACIRO KU MAKARA N'INKWI**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 07
February 2018;

**LAW N° 004/2018 OF 16/03/2018 APPROVING
THE RATIFICATION OF THE GRANT
AGREEMENT SIGNED IN KIGALI, RWANDA
ON 27 DECEMBER 2017, BETWEEN THE
REPUBLIC OF RWANDA AND THE
INTERNATIONAL DEVELOPMENT
ASSOCIATION (IDA), ACTING AS
ADMINISTRATOR OF THE AFRICA NDF
CLIMATE CHANGE PROGRAM SINGLE-
DONOR TRUST FUND, RELATING TO THE
GRANT OF THREE MILLION THREE
HUNDRED AND EIGHTY-TWO THOUSAND
EUROS (EUR 3,380,000) FOR IMPROVING
THE EFFICIENCY AND SUSTAINABILITY
OF CHARCOAL AND WOOD FUEL VALUE
CHAINS 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 07
February 2018;

**LOI N° 004/2018 DU 16/03/2018 APPROUVANT
LA RATIFICATION DE L'ACCORD DE DON
SIGNE A KIGALI, AU RWANDA LE 27
DECEMBRE 2017, ENTRE LA REPUBLIQUE
DU RWANDA ET L'ASSOCIATION
INTERNATIONALE DE DEVELOPPEMENT
(IDA) AGISSANT EN QUALITE
D'ADMINISTRATEUR DU FONDS SPECIAL
NDF POUR LES CHANGEMENTS
CLIMATIQUES EN AFRIQUE, RELATIF AU
DON DE TROIS MILLIONS TROIS CENT
QUATRE VINGT DEUX MILLE EUROS
(3.382.000 EUR) POUR AMÉLIORER
L'EFFICIENCE ET LA DURABILITÉ DES
PROJETS DE CHAÎNES DE MISE EN VALEUR
DU CHARBON DE BOIS ET BOIS DE
CHAUFFAGE**

Nous, KAGAME Paul,
Président de la République;

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

LE PARLEMENT :

La Chambre des Députés, en sa séance du 07 février
2018 ;

Official Gazette n° Special of 20/03/2018

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

Imaze gusuzuma amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 27 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Ikigega cyihariye cya NDF kigamije gutera inkunga gahunda y'imihindagurikire y'ikirere muri Afurika, yerekeranye n'impano ingana na miliyoni eshatu n'ibihumbi magana atatu na mirongo inani na bibiri z'Amayero (3,382,000 EUR) agenewe kunononsora mu buryo bwihuse kandi burambye imishinga y'ibikorwa by'uruhererekane nyongeragaciro ku makara n'inkwi;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 27 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Ikigega cyihariye cya NDF kigamije gutera inkunga gahunda y'imihindagurikire y'ikirere muri afurika, yerekeranye n'impano ingana na miliyoni eshatu n'ibihumbi magana atatu na mirongo inani na bibiri z'Amayero (3,382,000 EUR) agenewe kunononsora mu buryo bwihuse kandi burambye imishinga

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 Grant Agreement signed in Kigali, Rwanda on 27 December 2017, between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Africa NDF Climate Change Program Single-Donor Trust Fund, relating to the grant of three million three hundred and eighty-two thousand Euros (EUR 3,382,000) for improving the efficiency and sustainability of charcoal and wood fuel value chains project;

ADOPTS:

Article One: Approval for ratification

The Grant Agreement signed in Kigali, Rwanda on 27 December 2017, between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Africa NDF Climate Change Program Single-Donor Trust Fund, relating to the grant of three million three hundred and eighty-two thousand Euros (EUR 3,382,000) for improving the efficiency and sustainability of charcoal and wood fuel value chains project, in appendix, is approved for ratification.

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

Après examen de l'Accord de don signé à Kigali, au Rwanda le 27 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds spécial NDF pour le programme des changements climatiques en Afrique, relatif au don de trois millions trois cent quatre-vingt-deux mille Euros (3.382.000 EUR) pour améliorer l'efficience et la durabilité des projets de chaînes de mise en valeur du charbon de bois et bois de chauffage;

ADOpte:

Article premier: Approbation pour ratification

L'Accord de don signé à Kigali, au Rwanda le 27 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds spécial NDF pour le programme des changements climatiques en Afrique, relatif au don de trois millions trois cent quatre-vingt-deux mille Euros (3.382.000 EUR) pour améliorer l'efficience et la durabilité des projets de chaînes de mise en valeur du charbon de bois et bois de chauffage, en annexe, est approuvé pour ratification.

y'ibikorwa by'uruhererekane nyongeragaciro ku makara n'inkwi, 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 gukurikizwa

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

Kigali, ku wa **16/03/2018**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
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 **16/03/2018**

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
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 **16/03/2018**

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République :

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

ITEGEKO N° 005/2018 RYO KU WA 16/03/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA KU WA 21
UKUBOZA 2017, HAGATI YA REPUBULIKA
Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITANU N'ESHESHATU
N'IBIHUMBI MAGANA ARINDWI
Z'AMADETESI (56.700.000 DTS) YO
GUSHYIGIKIRA UMUSHINGA WO GUFASHA
ABATISHOBOYE

LAW N° 005/2018 OF 16/03/2018 APPROVING
RATIFICATION OF THE FINANCING
AGREEMENT FOR THE STRENGTHENING
SOCIAL PROTECTION PROJECT SIGNED IN
KIGALI, RWANDA, ON 21 DECEMBER 2017,
BETWEEN THE REPUBLIC OF RWANDA
AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF FIFTY-SIX
MILLION SEVEN HUNDRED THOUSAND
SPECIAL DRAWING RIGHTS (SDR
56,700,000)

LOI N° 005/2018 DU 16/03/2018 APPROUVANT
LA RATIFICATION DE L'ACCORD DE
FINANCEMENT POUR LE PROJET DE
RENFORCEMENT DE LA PROTECTION
SOCIALE SIGNÉ À KIGALI, RWANDA, LE 21
DÉCEMBRE 2017, ENTRE LA RÉPUBLIQUE
DU RWANDA ET L'ASSOCIATION
INTERNATIONALE DE DÉVELOPPEMENT
(IDA), RELATIF AU CRÉDIT DE CINQUANTE-
SIX MILLIONS SEPT CENT MILLE DROITS DE
TIRAGE SPÉCIAUX (56.700.000 DTS)

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

Ingingo ya mbere : Kwemera kwemeza
burundu

Article One: Approval for ratification

Article premier: Approbation pour ratification

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

Article 2: Drafting, consideration and adoption of
this Law

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

Ingingo ya 3: Igihe iri tegeko ritangira
gukurikizwa

Article 3: Commencement

Article 3 : Entrée en vigueur

**ITEGEKO N° 005/2018 RYO KU WA 16/03/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA KU WA 21
UKUBOZA 2017, HAGATI YA REPUBULIKA
Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITANU N'ESHESHATU
N'IBIHUMBI MAGANA ARINDWI
Z'AMADETESI (56.700.000 DTS) YO
GUSHYIGIKIRA UMUSHINGA WO GUFASHA
ABATISHOBOYE**

Twebwe, KAGAME Paul,
Perezida wa Repubulika ;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite mu nama yawo yo ku wa 07
Gashyantare 2018;

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;

**LAW N° 005/2018 OF 16/03/2018 APPROVING
RATIFICATION OF THE FINANCING
AGREEMENT FOR THE STRENGTHENING
SOCIAL PROTECTION PROJECT SIGNED IN
KIGALI, RWANDA, ON 21 DECEMBER 2017,
BETWEEN THE REPUBLIC OF RWANDA
AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF FIFTY-SIX
MILLION SEVEN HUNDRED THOUSAND
SPECIAL DRAWING RIGHTS (SDR
56,700,000)**

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
7 February 2018;

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

**LOI N° 005/2018 DU 16/03/2018 APPROUVANT
LA RATIFICATION DE L'ACCORD DE
FINANCEMENT POUR LE PROJET DE
RENFORCEMENT DE LA PROTECTION
SOCIALE SIGNÉ À KIGALI, RWANDA, LE 21
DÉCEMBRE 2017, ENTRE LA RÉPUBLIQUE
DU RWANDA ET L'ASSOCIATION
INTERNATIONALE DE DÉVELOPPEMENT
(IDA), RELATIF AU CRÉDIT DE CINQUANTE-
SIX MILLIONS SEPT CENT MILLE DROITS DE
TIRAGE SPÉCIAUX (56.700.000 DTS)**

Nous, KAGAME Paul,
Président de la République ;

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

LE PARLEMENT:

La Chambre des Députés, en sa séance du 7 février
2018;

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

Imaze gusuzuma amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 21 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana arindwi z'Amadetsi (56.700.000 DTS) yo gushyigikira umushinga wo gufasha abatishoboye;

YEMEJE:

Ingingo ya mbere : Kwemera kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 21 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana arindwi z'Amadetsi (56.700.000 DTS) yo gushyigikira umushinga wo gufasha abatishoboye, 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.

After consideration of the Financing Agreement for the Strengthening Social Protection Project, signed in Kigali, Rwanda, on 21 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fifty-six million seven hundred thousand Special Drawing Rights (SDR 56,700,000);

ADOPTS:

Article One: Approval for ratification

The Financing Agreement for the Strengthening Social Protection Project signed in Kigali, Rwanda, on 21 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fifty-six million seven hundred thousand Special Drawing Rights (SDR 56,700,000), in appendix, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

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

Après examen de l'Accord de financement pour le Projet de renforcement de la protection sociale signé à Kigali, au Rwanda, le 21 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cinquante-six millions sept cent mille Droits de Tirage Spéciaux (56.700.000 DTS);

ADOpte :

Article premier: Approbation pour ratification

L'Accord de financement pour le projet de renforcement du projet de protection sociale signé à Kigali, au Rwanda, le 21 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cinquante-six millions sept cent mille Droits de Tirage Spéciaux (56.700.000 DTS), en annexe, est approuvé pour ratification.

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Kigali, ku wa **16/03/2018**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

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

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 **16/03/2018**

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 3 : Entrée en vigueur

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

Kigali, le **16/03/2018**

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

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

ITEGEKO N° 006/2018 RYO KU WA 16/03/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'IMPANO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA KU WA 07
UKUBOZA 2017, HAGATI YA REPUBULIKA
Y'U RWANDA NA BANKI MPUZAMAHANGA
Y'ITERAMBERE N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA) NK'URWEGO
RUYOBORA IKIGEGA GIHURIWEHO
N'ABATERAKUNGA B'ITERAMBERE
RY'IMIHANDA Y'UBUHAHIRANE MU
RWANDA, YEREKERANYE N'IMPANO
Y'INYONGERA INGANA NA MILIYONI
MIRONGO ITANDATU N'UMUNANI
Z'AMADOLARI Y'ABANYAMERIKA
(68.000.000 USD) AGENEWE UMUSHINGA WO
GUTUNGANYA IMIHANDA Y'UBUHAHIRANE
BW'ICYARO

LAW N° 006/2018 OF 16/03/2018 APPROVING
THE RATIFICATION OF THE GRANT
AGREEMENT SIGNED IN KIGALI, RWANDA
ON 07 DECEMBER 2017, BETWEEN THE
REPUBLIC OF RWANDA AND THE
INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA)
ACTING AS ADMINISTRATOR OF THE
RWANDA FEEDER ROADS DEVELOPMENT
MULTI-DONOR TRUST FUND, RELATING
TO THE ADDITIONAL GRANT OF SIXTY-
EIGHT MILLION AMERICAN DOLLARS
(USD 68, 000,000) FOR THE FEEDER ROADS
DEVELOPMENT PROJECT

LOI N° 006/2018 DU 16/03/2018 APPROUVANT
LA RATIFICATION DE L'ACCORD DE DON
SIGNE A KIGALI, AU RWANDA LE 07
DECEMBRE 2017, ENTRE LA REPUBLIQUE
DU RWANDA ET LA BANQUE
INTERNATIONALE POUR LA
RECONSTRUCTION ET LE
DEVELOPPEMENT ET L'ASSOCIATION
INTERNATIONALE DE DEVELOPPEMENT
(IDA) AGISSANT EN QUALITE
D'ADMINISTRATEUR DU FONDS MULTI-
DONATEURS POUR L'AMENAGEMENT DES
ROUTES DE DESSERTE DU RWANDA,
RELATIF AU DON ADDITIONNEL DE
SOIXANTE-HUIT MILLIONS DE DOLLARS
AMERICAINS (68.000.000 USD) POUR LE
PROJET D'AMENAGEMENT DES ROUTES DE
DESSERTE

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIERES

Ingingo ya mbere: Kwemera kwemeza
burundu

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

Article One: Approval for ratification

Article 2: Drafting, consideration and adoption of
this Law

Article 3: Commencement

Article premier: Approbation pour
ratification

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

Article 3: Entrée en vigueur

**ITEGEKO N° 006/2018 RYO KU WA 16/03/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'IMPANO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA KU WA 07
UKUBOZA 2017, HAGATI YA REPUBULIKA
Y'U RWANDA NA BANKI MPUZAMAHANGA
Y'ITERAMBERE N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA) NK'URWEGO
RUYOBORA IKIGEGA GIHURIWEHO
N'ABATERAKUNGA B'ITERAMBERE
RY'IMIHANDA Y'UBUHAHIRANE MU
RWANDA, YEREKERANYE N'IMPANO
Y'INYONGERA INGANA NA MILIYONI
MIRONGO ITANDATU N'UMUNANI
Z'AMADOLARI Y'ABANYAMERIKA
(68.000.000 USD) AGENEWE UMUSHINGA WO
GUTUNGANYA IMIHANDA Y'UBUHAHIRANE
BW'ICYARO**

Twebwe, KAGAME Paul,
Perezida wa Repubulika ;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 07
Gashyantare 2018;

**LAW N° 006/2018 OF 16/03/2018 APPROVING
THE RATIFICATION OF THE GRANT
AGREEMENT SIGNED IN KIGALI, RWANDA
ON 07 DECEMBER 2017, BETWEEN THE
REPUBLIC OF RWANDA AND THE
INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA)
ACTING AS ADMINISTRATOR OF THE
RWANDA FEEDER ROADS DEVELOPMENT
MULTI-DONOR TRUST FUND, RELATING
TO THE ADDITIONAL GRANT OF SIXTY-
EIGHT MILLION AMERICAN DOLLARS
(USD 68,000,000) FOR THE FEEDER ROADS
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
07 February 2018;

**LOI N° 006/2018 DU 16/03/2018 APPROUVANT
LA RATIFICATION DE L'ACCORD DE DON
SIGNE A KIGALI, AU RWANDA LE 07
DECEMBRE 2017, ENTRE LA REPUBLIQUE
DU RWANDA ET LA BANQUE
INTERNATIONALE POUR LA
RECONSTRUCTION ET LE
DEVELOPPEMENT ET L'ASSOCIATION
INTERNATIONALE DE DEVELOPPEMENT
(IDA) AGISSANT EN QUALITE
D'ADMINISTRATEUR DU FONDS MULTI-
DONATEURS POUR L'AMENAGEMENT DES
ROUTES DE DESSERTE DU RWANDA,
RELATIF AU DON ADDITIONNEL DE
SOIXANTE-HUIT MILLIONS DE DOLLARS
AMERICAINS (68.000.000 USD) POUR LE
PROJET D'AMENAGEMENT DES ROUTES DE
DESSERTE**

Nous, KAGAME Paul,
Président de la République;

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

LE PARLEMENT:

La Chambre des Députés, en sa séance du 07 février
2018;

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'ya 176;

Imaze gusuzuma amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Ukuboza 2017, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'urwego ruyobora Ikigega gihuriweho n'abaterakunga b'iterambere ry'imihanda y'ubuhahirane mu Rwanda, yerekeranye n'impano y'inyongera ingana na miliyoni mirongo itandatu n'umunani z'amadolari y'Abanyamerika (68.000.000 USD) agenewe umushinga wo gutunganya imihanda y'ubuhahirane bw'icyaro;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Ukuboza 2017, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'urwego ruyobora Ikigega gihuriweho n'abaterakunga b'iterambere ry'imihanda y'ubuhahirane mu Rwanda, yerekeranye n'impano y'inyongera ingana na miliyoni mirongo itandatu n'umunani z'amadolari y'Abanyamerika (68.000.000 USD) agenewe umushinga wo gutunganya imihanda y'ubuhahirane bw'icyaro, ari ku mugereka, yemerewe kwemezwa burundu.

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

After consideration of the Grant Agreement signed in Kigali, Rwanda on 07 December 2017, between the Republic of Rwanda and the International Bank for Reconstruction and Development and the International Development Association (IDA) acting as administrator of the Rwanda Feeder Roads Development Multi-Donor Trust Fund, relating to the additional grant of sixty-eight million American Dollars (USD 68,000,000) for the Feeder Roads Development Project;

ADOPTS:

Article One: Approval for ratification

The Grant Agreement signed in Kigali, Rwanda on 07 December 2017, between the Republic of Rwanda and the International Bank for Reconstruction and Development and the International Development Association (IDA) acting as administrator of the Rwanda Feeder Roads Development Multi-Donor Trust Fund, relating to the additional grant of sixty-eight million American Dollars (USD 68,000,000) for the Feeder Roads Development Project, in appendix, is approved for ratification.

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

Après examen de l'Accord de don signé à Kigali, au Rwanda le 07 décembre 2017, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds Multi-Donateurs pour l'Aménagement des Routes de Desserte du Rwanda, relatif au don additionnel de soixante-huit millions de dollars Américains (68.000.000 USD) pour le projet d'aménagement des routes de desserte ;

ADOPTÉ:

Article premier: Approbation pour ratification

L'Accord de don signé à Kigali, au Rwanda le 07 décembre 2017, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds Multi-Donateurs pour l'Aménagement des Routes de Desserte du Rwanda, relatif au don additionnel de soixante-huit millions de dollars Américains (68.000.000 USD) pour le projet d'aménagement des routes de desserte, en annexe, est approuvé pour ratification.

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Kigali, ku wa **16/03/2018**

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr. NGIRENTE Edouard
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 **16/03/2018**

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr. NGIRENTE Edouard
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 **16/03/2018**

(sé)

KAGAME Paul
Président de la République

(sé)

Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République :

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 007/2018 RYO KU WA 16/03/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO YO KOHEREREZANYA
ABAKURIKIRANYWEHO IBYAHA HAGATI
YA LETA YA REPUBULIKA Y'U RWANDA NA
LETA YA REPUBULIKA YA MALAWI,
YASHYIRIWEHO UMUKONO I LILONGWE,
MURI REPUBULIKA YA MALAWI, KUWA 23
GASHYANTARE 2017

LAW N°007/2018 OF 16/03/2018 APPROVING
RATIFICATION OF THE TREATY ON
EXTRADITION BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF
RWANDA AND THE GOVERNMENT OF
THE REPUBLIC OF MALAWI, SIGNED AT
LILONGWE, THE REPUBLIC OF MALAWI,
ON 23 FEBRUARY 2017

LOI N°007/2018 DU 16/03/2018
APPROUVANT LA RATIFICATION DU
TRAITÉ D'EXTRADITION ENTRE LE
GOUVERNEMENT DE LA RÉPUBLIQUE
DU RWANDA ET LE GOUVERNEMENT DE
LA RÉPUBLIQUE DU MALAWI, SIGNÉ À
LILONGWE, RÉPUBLIQUE DU MALAWI,
LE 23 FÉVRIER 2017

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

Ingingo ya mbere: Kwemera kwemeza burundu

Article One: Approval for ratification

Article premier: Approbation pour ratification

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

Article 2: Drafting, consideration and adoption
of this Law

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

Ingingo ya 3: Igihe iri tegeko ritangira
gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEGEKO N°007/2018 RYO KU WA 16/03/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO YO KOHEREREZANYA ABAKURIKIRANYWEHO IBYAHA HAGATI YA LETA YA REPUBULIKA Y'U RWANDA NA LETA YA REPUBULIKA YA MALAWI, YASHYIRIWEHO UMUKONO I LILONGWE, MURI REPUBULIKA YA MALAWI, KUWA 23 GASHYANTARE 2017

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 27 Ukuboza 2017;

Sena, mu nama yayo yo ku wa 08 Gashyantare 2018;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 29, iya 64, iya 69, iya 70, iya 85, iya 87, iya 88, iya 90, iya 91, iya 106, iya 120, iya 167, iya 168, n'iya 176;

Imaze gusuzuma Amasezerano yo kohererezanya abakurikiranyweho ibyaha hagati ya Leta ya

LAW N°007/2018 OF 16/03/2018 APPROVING RATIFICATION OF THE TREATY ON EXTRADITION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MALAWI, SIGNED AT LILONGWE, THE REPUBLIC OF MALAWI, ON 23 FEBRUARY 2017

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 27 December 2017;

The Senate, in its session of 08 February 2018;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 29, 64, 69, 70, 85, 87, 88, 90, 91, 106, 120, 167, 168 and 176;

After consideration of the Treaty on Extradition between the Government of the Republic of

LOI N°007/2018 DU 16/03/2018 APPROUVANT LA RATIFICATION DU TRAITÉ D'EXTRADITION ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU MALAWI, SIGNÉ À LILONGWE, RÉPUBLIQUE DU MALAWI, LE 23 FÉVRIER 2017

Nous, KAGAME Paul,
Président de la République;

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

LE PARLEMENT:

La Chambre des Députés, en sa séance du 27 décembre 2017;

Le Sénat, en sa séance du 08 février 2018 ;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 29, 64, 69, 70, 85, 87, 88, 90, 91, 106, 120, 167, 168 et 176;

Après examen du Traité d'extradition entre le Gouvernement de la République du Rwanda et le

Official Gazette n° Special of 20/03/2018

Repubulika y'u Rwanda na Leta ya Repubulika ya Malawi, yashyiriweho umukono i Lilongwe, muri Repubulika ya Malawi, kuwa 23 Gashyantare 2017;

Rwanda and the Government of the Republic of Malawi, signed at Lilongwe, the Republic of Malawi, on 23 February 2017;

Gouvernement de la République du Malawi, signé à Lilongwe, République du Malawi, le 23 février 2017;

YEMEJE:

ADOPTS:

ADOPTÉ:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano yo kohererezanya abakurikiranyweho ibyaha hagati ya Leta ya Repubulika y'u Rwanda na Leta ya Repubulika ya Malawi yashyiriweho umukono i Lilongwe muri Repubulika ya Malawi ku wa 23 Gashyantare 2017, ari ku mugereka w'iri tegeko, yemerewe kwemezwa burundu.

Article One: Approval for ratification

The Treaty on Extradition between the Government of the Republic of Rwanda and the Government of the Republic of Malawi signed at Lilongwe, in the Republic of Malawi, on 23 February 2017, in appendix, is approved for ratification.

Article premier: Approbation pour ratification

Le Traité d'extradition entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Malawi, signé à Lilongwe, République du Malawi, le 23 février 2017, en annexe, est approuvé pour ratification.

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

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

Article 2: Drafting, consideration and adoption of this Law

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

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Article 3: Commencement

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

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, kuwa **16/03/2018**

Kigali, on **16/03/2018**

Kigali, le **16/03/2018**

Official Gazette n° Special of 20/03/2018

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
Dr NGIRENTE Edouard
Prime Minister

(sé)
Dr. NGIRENTE Edouard
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



TREATY ON EXTRADITION BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF MALAWI.

A stylized signature in black ink, likely representing a high-ranking official from the Republic of Rwanda.

1

A stylized signature in black ink, likely representing a high-ranking official from the Republic of Malawi.

This Agreement is entered into between the Government of the Republic of Rwanda and the Government of the Republic of Malawi hereinafter referred to jointly as the "Parties"

PREAMBLE

The Parties -

Desiring to strengthen the ties of friendship, peace, and security, and promote development between their countries and people;

Concerned by the increase in the level of criminal activity, exacerbated by the impunity that fosters the climate of insecurity among them;

Eager to establish among their countries a cooperation mechanism with respect to investigations, prosecutions, and the exchange of and documents, with a view to trying persons involved in every kind of criminal conduct censured by their respective countries and enforcement of sentences passed in that regard;

Determined to fill the institutional and legal voids in the area of Judicial and Police cooperation, as well as to ensure better protection of the citizens in their respective countries;

Aware of the advantages that will result from their cooperation in the area of extradition and mutual legal assistance; and

Desiring to provide for more effective cooperation between the two States in the suppression of crime, and, for that purpose, to conclude a treaty for the extradition of offenders;

Have agreed as follows:

Part I: EXTRADITION

Article 1

Obligation to extradite

Each Party agrees to extradite to the other, upon request and subject to the provisions of this Treaty, any person who is found in the Requested Party and wanted in the Requesting Party for prosecution of an extraditable offence or for the imposition or enforcement of a sentence in respect of such an offence.

Article 2 Extraditable offences

- (1) For purposes of this Treaty, extraditable offences are offences that are punishable under the laws of the both parties by imprisonment or other deprivation of liberty for a period of at least one year.
- (2) Where the request for extradition relates to a person who is wanted for the enforcement of a sentence of imprisonment or other deprivation of liberty imposed for such an offence, extradition shall be granted only if a period of not less than six months of such sentence remains to be served.
- (3) Where extradition of a person is sought for an offence against a law relating to taxation, custom duties, exchange control or other revenue matters, extradition may not be refused on the ground that the law of the Requested Party does not impose the same kind of tax or duty or does not contain a tax, customs duty or exchange regulation of the same kind as the law of the requesting State.
- (4) Under this Treaty, an extraditable offence shall include the crime of genocide and other crimes against humanity as provided for in the national laws of both Parties.
- (5) The offence of terrorism as defined by both the UN and the AU conventions on prevention and combating of terrorism shall also be an extraditable offence in accordance with this Treaty.

Article 3 Mandatory grounds for refusal

Extradition shall not be granted in any of the following circumstances -

- (a) If there is insufficient *prima facie* evidence for which extradition is sought,
- (b) If the requested State has substantial grounds for believing that the request for extradition has been made for the purpose of prosecuting or punishing a person on account of that person's race, religion, nationality, ethnic or social origin, political opinions, sex or status, or that person's position may be prejudiced for any of those reasons;

- (c) If the offence for which extradition is requested is an offence under military law, which is not also an offence under ordinary criminal law;
- (d) If there has been an acquittal or has been previous conviction in the requested Party in respect of the offence for which the extradition is requested;
- (e) If the person whose extradition is requested for offences committed in the Requested Party that has become immune from prosecution or punishment for any reason, including lapse of time, expiration of sentence or amnesty;
- (f) If there is sufficient reason to believe that the person whose extradition is sought for, has been or would be subjected in the requesting Party to torture or cruel, inhuman or degrading treatment or punishment or if that person has not received or would not accorded a fair trial as contained in the International Covenant on Civil and Political Rights, Article 14;
- (g) In case the judgment of the Requesting Party has been passed in *absentia*, if the convicted person has not had valid notice of the trial or the opportunity to arrange for his or her defence and he has not had or will not have the opportunity to have the case retried in his or her presence;
- (h) If the offence for which extradition is requested is regarded by the requested Party as an offence of a political nature. For the purposes of this Treaty, the following offences shall not be considered as political offences:
- i. an offence for which both Parties have the obligation pursuant to an International agreement to extradite the person sought or to submit the case to their competent authorities for decision as to prosecution;
 - ii. murder or other violent crime against the person of a Head of State of one of the Parties, or of a member of the Head of State's family;
 - iii. murder, manslaughter, malicious wounding, or inflicting grievous bodily harm;
 - iv. an offence involving kidnapping, abduction, or any form of unlawful detention, including the taking of a hostage;
 - v. placing or using, or threatening the placement or use of, an explosive, incendiary, or destructive device or firearm capable of

endangering life, or causing grievous bodily harm, or of causing substantial property damage;

- vi. Possession of an explosive, incendiary, or destructive device capable of endangering life, of causing grievous bodily harm, or of causing substantial property damage;
- vii. An attempt or a conspiracy to commit, participation in the commission of, aiding or abetting, counselling or procuring the commission of, or being an accessory before or after the fact to any of the foregoing offenses.

Article 4 **Optional grounds for refusal**

Extradition may be refused in any of the following circumstances:

- (a) If the person whose extradition is requested is a national of the requested Party and where extradition is refused on this ground, the requested Party shall, if the other Party so requests, submit the case to its competent authorities with a view to taking appropriate action against the person in respect of the offence for which extradition had been requested.
- (b) In case the person sought for extradition has dual nationality of both requesting and requested Party, the decision shall base on the following facts according to priority order -
 - (i) the effective nationality at the time of commission of the offences; and
 - (ii) place where the offences had been committed.
- (c) If there is a pending prosecution in the requested Party in respect of the offence and the person for which the extradition is sought for, the requested Party shall fully cooperate with the requesting Party to ensure the completion of the case.
- (d) If the offence for which extradition is requested carries the death penalty under the law of the requesting Party unless that Party gives such assurance as the requested Party considers sufficient that the death penalty will not be imposed, if imposed, shall not be executed.
- (e) Where extradition is refused on this ground, the requested Party shall, if the other Party so requests, submit the case to its competent authorities with a view to taking appropriate action against the person for the offence for which extradition had been requested;



- (f) If the offence for which extradition is requested has been committed outside the territory of either Party and the law of the requested State does not provide for jurisdiction over such an offence committed outside its territory in comparable circumstances;
- (g) If the offence for which extradition is requested is regarded under the law of the requested State as having been committed in whole or in part within that State. Where extradition is refused on this ground, the requested State shall, if the other State so requests, submit the case to its competent authorities with a view to taking appropriate action against the person for the offence for which extradition had been requested;

Article 5

Channels of communication and required documents

- (1) A request for extradition shall be made in writing together with supporting documents and subsequent communications which shall be transmitted through Diplomatic channels.
- (2) All communications related to extradition requests shall be made in English language and where supporting documents were not in English, the requesting Party shall provide a certified translation version in English.
- (3) A request for extradition shall be accompanied by the following -
 - (a) In all cases -
 - (i) as accurate as possible, a description of the person sought, together with any other information that may help to establish that person's identity, nationality and location;
 - (ii) the text of the relevant provision of the law creating the offence or, where necessary, a statement of the law relevant to the offence and a statement of the penalty that can be imposed for the offence; and
 - (iii) *prima facie* evidence of the commission of the offence by such person
 - (b) If the person is accused of an offence, by a warrant of arrest issued by a Court or other competent judicial authority for the arrest of the person or a certified copy of that warrant shall provide, a statement of the offence for which extradition is requested and a description of the acts or omissions constituting the alleged offence, including an indication of the time and place of its commission;



- (c) If the person has been convicted of an offence, by a statement of the offence for which extradition is requested and a description of the acts or omissions constituting the offence and by the original or certified copy of the judgment or any other document setting out the conviction and the sentence imposed, the fact that the sentence is enforceable, and the extent to which the sentence remains to be served;
- (d) If the person has been convicted of an offence in his or her absence, in addition to the documents set out in paragraph 3 (c) of the present Article, by a statement as to the legal means available to the person to prepare his or her defence or to have the case retried in his or her presence;
- (e) If the person has been convicted of an offence but no sentence has been imposed, by a statement of the offence for which extradition is requested and a description of the acts or omissions constituting the offence and by a document setting out the conviction and a statement affirming that there is an intention to impose a sentence.
- (f) The documents submitted in support of a request for extradition shall be accompanied by a translation into the language of the requested State or in another language acceptable to that State.

Article 6 **Simplified extradition procedure**

The requested Party, may grant extradition without going through procedures provided in this treaty, after receipt of a request for provisional arrest, provided that the person sought explicitly consents before a competent authority.

Article 7 **Certification and authentication**

Except as provided by this Treaty, a request for extradition and the documents in support thereof, as well as documents or other material supplied in response to such a request, shall require certification or authentication in accordance with the law of the requesting Party.



Article 8
Additional information

If the requested State considers that the information provided in support of a request for extradition is not sufficient, it may request that additional information be furnished within 30 days from the day of receipt of such request.

Article 9
Provisional arrest

- (1) In case of urgency the requesting State may apply for the provisional arrest of the person sought pending the presentation of the request for extradition. The application shall be transmitted by means of the facilities of the International Criminal Police Organisation or diplomatic channel.
- (2) The application shall contain a description of the person sought, a statement that extradition is to be requested, a statement of the existence of one of the documents mentioned in paragraph 3 of Article 5 of this Treaty, authorising the apprehension of the person, a statement of the punishment that can be or has been imposed for the offence, including the time left to be served and a concise statement of the facts of the case, and a statement of the location, where known, of the person.
- (3) The requested State shall decide on the application and communicate its decision to the requesting State without delay.
- (4) The person arrested upon such an application shall be set at liberty upon the expiration of forty (40) days from the date of arrest if a request for extradition, supported by the relevant documents specified in of Article 5(3) of this Treaty, has not been received or if the request made does not provide all necessary documents. This paragraph does not preclude the possibility of conditional release of the person prior to the expiration of the forty(40) days.
- (5) The release of the person pursuant to paragraph 4 of this Article shall not prevent re-arrest and institution of proceedings with a view to extraditing the person sought if the request and supporting documents are subsequently received.

Article 10
Decision on a request

- (1) The requested State shall deal with a request for extradition as promptly as possible and shall promptly communicate its decision to the requesting State.
- (2) Reasons shall be given for any complete or partial refusal of the request.

Article 11
Surrender of a requested person

- (1) Upon being informed that extradition has been granted, the Parties shall, without undue delay, arrange for the surrender of the person sought and the requested State shall inform the requesting State of the length of time for which the person sought was detained with a view to surrender.
- (2) The person shall be removed from the territory of the requested State within 30 days and, if the person is not removed within that period, the requested State may release the person and may refuse to extradite that person for the same offence.
- (3) If circumstances beyond its control prevent a Party from surrendering or removing the person to be extradited from its territory, it shall notify the other Party and the two Parties shall mutually decide on a new date of surrender, and the provisions of paragraph 2 of this Article shall apply.

Article 12
Surrender of property

- (1) To the extent permitted under the law of the requested Party and subject to the rights of third parties, which shall be duly respected, all property found in the requested Party that has been acquired as a result of the offence or that may be required as evidence shall, if the requesting Party so requests, be surrendered if extradition is granted.
- (2) The said property may, if the requesting State so requests, be surrendered to the requesting State even if the extradition agreed to cannot be carried out.
- (3) When the said property is liable to seizure or confiscation in the requested State, it may retain it or temporarily hand it over.

- (4) Where the law of the requested State or the protection of the rights of third parties so require, any property so surrendered shall be returned to the requested State free of charge after the completion of the proceedings, if that State so requests.

Article 13

Rule of speciality

- (1) A person extradited under this Treaty shall not be proceeded against, sentenced, detained, or subjected to any other restriction of personal liberty in the territory of the requesting State for any offence committed before surrender other than -
- (a) for an offence for which extradition was granted; and
 - (b) for any other offence in respect of which the requested State consents. Consent shall be given if the offence for which it is requested is itself subject to extradition in accordance with this Treaty.
- (2) The requesting Party shall not re-extradite to a third State, the extradited person without prior consent of the Requested Party.
- (3) A request for the consent of the requested Party under this Article shall be accompanied by the documents mentioned in paragraph of Article 5(3) of this Treaty and a legal record of any statement made by the extradited person with respect to the offence.
- (4) Paragraph 1 of this Article shall not apply if the person has had an opportunity to leave the territory requesting Party and has not done so within 45 days of final discharge in respect of the offence for which that person was extradited or if the person has voluntarily returned to the territory of the requesting State after leaving it.

Article 14

Transit

- (1) Where a person is to be extradited to a Party from a third State through the territory of the other Party, the Party to which the person is to be extradited shall request the other Party to permit the transit of that person through its territory. This does not apply where air transport is used and no landing in the territory of the other Party is scheduled.



- (2) Upon receipt of such a request, which shall contain relevant information, the requested State shall deal with this request pursuant to procedures provided by its own law. The requested State shall grant the request expeditiously unless its essential interests would be prejudiced thereby.
- (3) The State of transit shall ensure that legal provisions exist that would enable detaining the person in custody during transit.
- (4) In the event of an unscheduled landing, the Party to be requested to permit transit may, at the request of the escorting officer, hold the person in custody for forty eight (48) hours, pending receipt of a transit request to be made in accordance with paragraph 1 of this article.

Article 15 **Concurrent requests**

- (1) Where a Party receives requests from more than one State, for extradition for the person for the same or different offences, it shall at its discretion, determine to which of those States the person is to be extradited.
- (2) The decision in article 1 shall be based on the following facts and order:
 - (a) nationality of the requested person;
 - (b) place of commission of the offence;
 - (c) the country of residence of the person sought; and
 - (d) order of receipt of requests.

Article 16 **Costs of extradition**

- (1) The requested Party shall meet the costs of any proceedings in its jurisdiction arising out of a request for extradition.
- (2) The requested Party shall also bear the costs incurred in its territory in connection with the seizure and handing over of property, or the arrest and detention of the person whose extradition is sought.
- (3) The requesting Party shall bear the costs incurred in conveying the person and his necessary property from the territory of the requested State, including transit costs.


PART II: FINAL PROVISIONS

Article 17 Final provisions

- (1) This Treaty shall enter into force on the date of exchange of the instruments indicating domestic approval in accordance with the laws of the Parties. The Parties shall notify each other of the fulfilment of the necessary approvals through the appropriate diplomatic channels.
- (2) This Treaty shall apply to requests made after its entry into force, even if the relevant acts or omissions occurred prior to that date.
- (3) This Treaty shall apply to offences committed and sentences imposed before and after the date upon which it comes into force.
- (4) If either of the Parties considers it desirable to amend any provision of this Treaty, such amendment, if agreed upon by both Parties shall come into effect when confirmed by an exchange of diplomatic notes.
- (5) Either Party may terminate this Treaty by giving notice in writing to the other Party. Such termination shall take effect six months following the date on which such notice is received by the other Party.

IN WITNESS WHEREOF the undersigned, being duly authorised representatives of the Parties, have on the date herein below indicated, signed this Treaty in duplicate, in the English language, both copies being duly authentic.

DONE at LILONGWE dated this 23 day of FEB 2017



For the Government of the Republic
of Rwanda



For the Government of the Republic
of Malawi

**ITEGEKO N° 009/2018 RYO KU WA 16/03/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO YO KOHEREREZANYA
ABAKURIKIRANYWEHO IBYAHA
N'ABAHAMWE NA BYO HAGATI YA LETA
YA REPUBULIKA Y'U RWANDA NA LETA YA
REPUBULIKA YUNZE UBUMWE IHARANIRA
DEMOKARASI YA ETIYOPIYA
YASHYIRIWEHO UMUKONO I KIGALI MURI
REPUBULIKA Y'U RWANDA, KU WA 28
MATA 2017**

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

**LAW N° 009/2018 OF 16/03/2018 APPROVING
RATIFICATION OF THE EXTRADITION
TREATY BETWEEN THE GOVERNMENT
OF THE REPUBLIC OF RWANDA AND THE
GOVERNMENT OF THE FEDERAL
DEMOCRATIC REPUBLIC OF ETHIOPIA,
SIGNED AT KIGALI, THE REPUBLIC OF
RWANDA, ON 28 APRIL 2017**

TABLE OF CONTENTS

Article One: Approval for ratification

Article 2: Drafting, consideration and adoption of this Law

Article 3: Commencement

**LOI N° 009/2018 DU 16/03/2018 APPROUVANT
LA RATIFICATION DU TRAITÉ
D'EXTRADITION ENTRE LE
GOUVERNEMENT DE LA RÉPUBLIQUE DU
RWANDA ET LE GOUVERNEMENT DE LA
RÉPUBLIQUE FÉDÉRALE DÉMOCRATIQUE
D'ÉTHIOPIE, SIGNÉ À KIGALI, EN
RÉPUBLIQUE DU RWANDA, LE 28 AVRIL
2017**

TABLE DES MATIÈRES

Article premier: Approbation pour ratification

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

Article 3: Entrée en vigueur

**ITEGEKO N°009/2018 RYO KU WA 16/03/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO YO KOHEREREZANYA
ABAKURIKIRANYWEHO IBYAHA
N'ABAHAMWE NA BYO HAGATI YA LETA
YA REPUBULIKA Y'U RWANDA NA LETA YA
REPUBULIKA YUNZE UBUMWE IHARANIRA
DEMOKARASI YA ETIYOPIYA
YASHYIRIWEHO UMUKONO I KIGALI MURI
REPUBULIKA Y'U RWANDA, KU WA 28
MATA 2017**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 27
Ukuboza 2017;

Sena, mu nama yayo yo ku wa 08 Gashyantare 2018;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u
Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane
cyane mu ngingo zaryo iya 29, iya 64, iya 69, iya 70,
iya 85, iya 87, iya 88, iya 90, iya 91, iya 106, iya 120,
iya 167, iya 168 n'iya 176;

**LAW N°009/2018 OF 16/03/2018 APPROVING
RATIFICATION OF THE EXTRADITION
TREATY BETWEEN THE GOVERNMENT
OF THE REPUBLIC OF RWANDA AND THE
GOVERNMENT OF THE FEDERAL
DEMOCRATIC REPUBLIC OF ETHIOPIA,
SIGNED AT KIGALI, THE REPUBLIC OF
RWANDA, ON 28 APRIL 2017**

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 27
December 2017;

The Senate, in its session of 08 February, 2018;

Pursuant to the Constitution of the Republic of
Rwanda of 2003 revised in 2015, especially in
Articles 29, 64, 69, 70, 85, 87, 88, 90, 91, 106, 120,
167, 168 and 176;

**LOI N°009/2018 DU 16/03/2018 APPROUVANT
LA RATIFICATION DU TRAITÉ
D'EXTRADITION ENTRE LE
GOUVERNEMENT DE LA RÉPUBLIQUE DU
RWANDA ET LE GOUVERNEMENT DE LA
RÉPUBLIQUE FÉDÉRALE DÉMOCRATIQUE
D'ÉTHIOPIE, SIGNÉ À KIGALI, EN
RÉPUBLIQUE DU RWANDA, LE 28 AVRIL
2017**

Nous, KAGAME Paul,
Président de la République;

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

LE PARLEMENT:

La Chambre des Députés, en sa séance du 27
décembre 2017;

Le Sénat, en sa séance 08 Février, 2018;

Vu la Constitution de la République du Rwanda de
2003 révisée en 2015, spécialement en ses articles 29,
64, 69, 70, 85, 87, 88, 90, 91, 106, 120, 167, 168 et
176 ;

Official Gazette n° Special of 20/03/2018

Imaze gusuzuma Amasezerano yo kohererezanya abakurikiranyweho ibyaha n'abahamwe na byo hagati ya Leta ya Repubulika y'u Rwanda na Leta ya Repubulika Yunze Ubumwe Ihariyira Demokarasi ya Etiyopiya yashyiriweho umukono i Kigali muri Repubulika y'u Rwanda, ku wa 28 Mata 2017;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano yo kohererezanya abakurikiranyweho ibyaha n'abahamwe na byo hagati ya Leta ya Repubulika y'u Rwanda na Leta ya Repubulika Yunze Ubumwe Ihariyira Demokarasi ya Etiyopiya, yashyiriweho umukono i Kigali, muri Repubulika y'u Rwanda, ku wa 28 Mata 2017, 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 gukurikizwa

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

Kigali, ku wa **16/03/2018**

After consideration of the Extradition Treaty between the Government of the Republic of Rwanda and the Government of the Federal Democratic Republic of Ethiopia, signed at Kigali, the Republic of Rwanda, on 28 April 2017;

ADOPTS:

Article One: Approval for ratification

The Extradition Treaty between the Government of the Republic of Rwanda and the Government of the Federal Democratic Republic of Ethiopia, signed at Kigali, at the Republic of Rwanda, on 28 April 2017, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

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

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 **16/03/2018**

Après examen du Traité d'extradition entre le gouvernement de la République du Rwanda et le Gouvernement de la République fédérale démocratique d'Éthiopie, signé à Kigali, en République du Rwanda, le 28 avril 2017 ;

ADOpte:

Article premier: Approbation pour ratification

Le Traité d'extradition entre le gouvernement de la République du Rwanda et le gouvernement de la République fédérale démocratique d'Éthiopie, signé à Kigali, en République du Rwanda, le 28 avril 2017, en annexe, est approuvé pour ratification.

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

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

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 **16/03/2018**

Official Gazette n° Special of 20/03/2018

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Minisitiri w’Intebe

(sé)
Dr. NGIRENTE Edouard
Prime Minister

(sé)
Dr. NGIRENTE Edouard
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



**EXTRADITION TREATY
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA**

The Government of the Republic of Rwanda and the Federal Democratic Republic of Ethiopia;

Hereinafter jointly referred to as the "Parties" and separately as a "Party"

Desiring to strengthen the ties of friendship, peace, and security, and promote development between their countries and people;

Concerned by the increase in the level of criminal activity, exacerbated by the impunity that fosters the climate of insecurity among them;

Eager to establish among their countries a cooperation mechanism with respect to investigations, prosecutions, and the exchange of information and documents, with a view to trying persons involved in every kind of criminal conduct censured by their respective countries;

Aware of the advantages that will result from their cooperation in the area of extradition and mutual judicial assistance,

And, Desiring to provide for more effective cooperation between the two States in the suppression of crime, and, for that purpose, to conclude a treaty for the extradition of offenders;

Have agreed as follows:

Article 1

Obligation to extradite

Each Party agrees to extradite to the other, upon request and subject to the provisions of the present Treaty, any person who is found in the Requested Party and wanted in the Requesting State for prosecution of an extraditable offence or for the imposition or enforcement of a sentence in respect of such an offence committed within the jurisdiction of the Requesting Party.

Article 2

Extraditable offences

1. For purposes of this Treaty, extraditable offences are offences that are punishable under the laws of the both parties by imprisonment or other deprivation of liberty for a period of at least one year. Where the request for extradition relates to a person who is wanted for the enforcement of a sentence of imprisonment or other deprivation of liberty imposed for such an offence, extradition shall be granted only if a period of at least six months of such sentence remains to be served.

2. Where extradition of a person is sought for an offence against a law relating to taxation, custom duties, exchange control or other revenue matters, extradition may not be refused on the ground that the law of the Requested Party does not impose the same kind of tax or duty or does not contain a tax, customs duty or exchange regulation of the same kind as the law of the requesting State.
3. Under this treaty, an extraditable offence shall include the crime of Genocide and other crimes against humanity as laid down in the 1948 Convention on the prevention and punishment of the crime of Genocide.
4. The offences of terrorism and money laundering as defined by both the UN and the OAU conventions on prevention and combating of terrorism and by the national laws of each party shall also be extraditable offences in accordance with this treaty.
5. In determining whether an offence is an offence punishable under the laws of both Parties, it shall not matter whether:
 - a. the laws of the Parties place the acts or omissions constituting the offence within the same category of offence or denominate the offence by the same terminology.
 - b. under the laws of both Parties the constituent elements of the offence differ, it being understood that the totality of the acts or omissions as presented by the Requesting Party constitute an extraditable offence under the laws of the Requested Party.
6. If the request for extradition includes several separate offences each of which is punishable under the laws of both Parties, but some of which do not fulfil the other conditions set out in paragraph 1 of the present Article, the Requested Party may grant extradition for the latter offences provided that the person is to be extradited for at least one extraditable offence.
7. For the purpose of paragraph 1 of this Article, an extraditable offence shall be an offence punishable according to the laws of both Parties if the act or omission constituting the offence was an offence for which extradition could be granted under the laws of both Parties at the time it was committed and also the time the request for extradition is received.
8. An offence shall also be an extraditable offence if it consists of an attempt or a conspiracy to commit, participation in the commission of aiding or abetting, counselling or procuring the commission of, or being an accessory before or after the fact to any offence described in paragraph 1 of this Article.

Article 3
Mandatory grounds for refusal

Extradition shall not be granted in any of the following circumstances:

- a. If there is insufficient prima facie evidence, that the person whose extradition is requested is a party to the offence.
- b. If the Requested Party has substantial grounds for believing that the request for extradition has been made for the purpose of prosecuting or punishing a person on account of that person's race, religion, nationality, ethnic, origin, political opinions, sex or status, or that person's position may be prejudiced for any of those reasons;
- c. If the offence for which extradition is requested is an offence under military law, which is not also an offence under ordinary criminal law;
- d. If there has been a final judgment rendered against the person in respect of the offence for which the person's extradition is requested;
- e. If the person whose extradition is requested for offences committed in the Requested Party has become immune from prosecution or punishment for any reason, including lapse of time or amnesty;
- f. If there is sufficient reason to believe that the person whose extradition is requested has been or would be subjected in the requesting State to torture or cruel, inhuman or degrading treatment or punishment or if that person has not received or would not receive the minimum guarantees in criminal proceedings, as contained in the International Covenant on Civil and Political Rights, Article 14;
- g. In case the judgment of the Requesting State has been rendered *in absentia*, if the convicted person has not had valid notice of the trial or the opportunity to arrange for his or her defence and he has not had or will not have the opportunity to have the case retried in his or her presence.
- h. If the offence for which extradition is requested is regarded by the Requested Party as an offence of a political nature. For the purposes of this Treaty, the following offences shall not be considered political offences:
 - i. an offence for which both Parties have the obligation pursuant to an International agreement to extradite the person sought or to submit the case to their competent authorities for decision as to prosecution;
 - ii. murder or other violent crime against the person of a Head of State of one of the Parties, or of a member of the Head of State's family;

- iii. murder, manslaughter, malicious wounding, or inflicting grievous bodily harm;
 - iv. an offence involving kidnapping, abduction, or any form of unlawful detention, including the taking of a hostage;
 - v. placing or using, or threatening the placement or use of, an explosive, incendiary, or destructive device or firearm capable of endangering life, of causing grievous bodily harm, or of causing substantial property damage;
 - vi. Possession of an explosive, incendiary, or destructive device capable of endangering life, of causing grievous bodily harm, or of causing substantial property damage;
 - vii. An attempt or a conspiracy to commit, participation in the commission of, aiding or abetting, counselling or procuring the commission of, or being an accessory before or after the fact to any of the foregoing offenses.
- i. If the person whose extradition is requested has undergone the punishment provided by the law of, or a part of, any country or has been acquitted or pardoned by a competent tribunal or authority, in respect of that offence or another offence constituted by the same acts or omissions constituting the offence for which his extradition is requested.
 - j. If any question arises as to whether the offence for which the person is sought is an offence of a political nature, the parties shall decide by consensus, in the absence of an agreement, the decision of the Requested Party shall be determinative.

Article 4

Optional grounds for refusal

Extradition may be refused in any of the following circumstances:

- a. If the person whose extradition is requested is a national of the Requested Party. Where extradition is refused on this ground, the Requested Party shall, if the other State so requests, submit the case to its competent authorities with a view to taking appropriate action against the person in respect of the offence for which extradition had been requested.
- b. If a prosecution in respect of the offence for which extradition is requested is pending in the Requested Party against the person whose extradition is requested. In this case the Requested Party shall fully cooperate with requesting state;
- c. When the offence for which extradition is sought is punishable by death under the laws of the Requesting Party and is not punishable by death under the laws of the Requested Party, the Requested Party may refuse extradition unless the Requesting Party provides

an assurance in writing that the death penalty if imposed will not be carried out.

- d. If the offence for which extradition is requested has been committed outside the territory of either Party and the law of the Requested Party does not provide for jurisdiction over such an offence committed outside its territory in comparable circumstances;
- e. If the offence for which extradition is requested is regarded under the law of the Requested Party as having been committed in whole or in part within that State. Where extradition is refused on this ground, the Requested Party shall, if the other State so requests, submit the case to its competent authorities with a view to taking appropriate action against the person for the offence for which extradition had been requested;
- f. If the Requested Party considers that the extradition of person sought would be incompatible with humanitarian considerations in view of that person's age or health, it may be refused unless the Requesting Party provides an assurance in writing that such humanitarian concerns will be taken into consideration.

Article 5

Channels of communication and required documents

- 1. A request for extradition shall be made in writing. The request, supporting documents and subsequent communications shall be transmitted through the Diplomatic channel.
- 2. A request for extradition shall be accompanied by the following:
 - a. In all cases,
 - i. As accurate a description as possible of the person sought, together with any other information that may help to establish that person's identity, nationality and location including a recent photograph or fingerprint records, where available.
 - ii. The text of the relevant provision of the law creating the offence or, where necessary, a statement of the law relevant to the offence and a statement of the penalty that can be imposed for the offence;
 - iii. The legal provisions relating to the lapse of time on the institution of proceedings or on the execution of any punishment for that offence;
 - iv. Request for seizure, if it is required.
 - b. If the person is accused of an offence, by a warrant of arrest issued by a Court or other competent judicial authority for the arrest of the person or a certified copy of that warrant shall provide, a statement of the offence for which extradition is requested and a description of the acts or omissions constituting the alleged offence, including an indication of the time and place of its commission and , a copy of prosecution charge

- c. If the person has been convicted of an offence, by a statement of the offence for which extradition is requested and a description of the acts or omissions constituting the offence and by the original or certified copy of the judgment or any other document setting out the conviction and the sentence imposed, the fact that the sentence is enforceable, and the extent to which the sentence remains to be served;
 - d. If the person has been convicted of an offence in his or her absence before regular court, in addition to the documents set out in paragraph 2 (c) of the present Article, by a statement describing that person has been duly notified to attend the trial and as to the legal means available to the person to prepare his or her defence or to have the case retried in his or her presence
 - e. If the person has been convicted of an offence but no sentence has been imposed, by a statement of the offence for which extradition is requested and a description of the acts or omissions constituting the offence and by a document setting out the conviction and a statement affirming that there is an intention to impose a sentence.
3. The letter of formal request for extradition and other relevant documents submitted by the Requesting Party shall be officially signed or sealed by the competent authority of the Requesting Party and be accompanied by supporting documents translated into English.

Article 6

Central Authority

1. Each Party shall designate a Central Authority for the purpose of the implementation of this Treaty.
2. The respective Central Authorities are:
 - a) For the Republic of Rwanda, the Central Authority is the National Public Prosecution Authority.
 - b) For the Federal Democratic Republic of Ethiopia the Central Authority is the Federal Attorney General.
3. In case any Party changes its Central Authority, it shall notify in writing the other Party of such change, through diplomatic channels.
4. For the purpose of this Treaty, the Parties shall communicate with each other through diplomatic channels or directly in urgent circumstances and shall be confirmed by a formal request within forty (40) days.

Article 7
Simplified extradition procedure

1. When the person whose extradition is requested declares to agree to it, extradition may be granted on the sole basis of the request for provisional arrest without it being necessary to submit the documents indicated in Article 10 of this Treaty. However, the Requested Party may request any further information it deems necessary to grant the extradition.
2. The declaration of consent by the person sought shall be valid if made, with the assistance of a defence counsel, before a competent Authority of the Requested Party, who has the obligation to inform the person sought of the right to avail itself of a formal extradition procedure, of the right to avail itself of the protection conferred by the principle of specialty and of the irrevocability of such declaration.
3. The declaration shall be reported in a legal record in which it is acknowledged that the conditions for its being valid have been complied with.

Article 8
Certification and authentication

Except as provided by this Treaty, a request for extradition and the documents in support thereof, as well as documents or other material supplied in response to such a request, shall not require certification or authentication.

Article 9
Additional information

If the Requested Party considers that the information provided in support of a request for extradition is not sufficient, it may request that additional information be furnished within 30 days from the day of receipt of such request. If the Requesting Party fails to submit additional information within that period, it shall be considered as having renounced its request voluntarily. However, the Requesting Party shall not be precluded from making a fresh request for extradition for the same person and offence.

Article 10
Provisional arrest

1. In case of urgency the requesting State may apply for the provisional arrest of the person sought pending the presentation of the request for extradition. The application shall be transmitted by means of the facilities of the International Criminal Police Organisation or diplomatic channel.

2. Upon receipt of such a request, which shall contain relevant information, the Requested Party shall deal with this request pursuant to procedures provided by its own law. The Requested Party shall grant the request expeditiously unless its essential interests would be prejudiced thereby.
3. The State of transit shall ensure that legal provisions exist that would enable detaining the person in custody during transit.
4. In the event of an unscheduled landing, the Party to be requested to permit transit may, at the request of the escorting officer, hold the person in custody for [48] hours, pending receipt of the transit request to be made in accordance with paragraph 1 of the present article.

Article 17

Concurrent requests

If a Party receives requests from more than one State, for extradition for the person for the same or different offences, it shall at its discretion, determine to which of those States the person is to be extradited. The decision shall base on the following facts and order:

- a. Nationality
- b. whether the request was made pursuant to a treaty;
- c. the gravity of the offences;
- d. the time and place of the commission of the offence;
- e. respective dates of the Requests; and
- f. the possibility of subsequent extradition to another state.

Article 18

Re Extradition

Where the person under extradition escapes back to the requested state party before the criminal proceedings are terminated or his/her sentence is served in the requesting party, that person may be re-extradited upon a fresh request in respect of the same offence and the requesting party may not be required to submit the documents and material provided for in Article 5 of this treaty.

Article 19

Costs

1. The Requested Party shall meet the costs of any proceedings in its jurisdiction arising out of a request for extradition.
2. The Requested Party shall also bear the costs incurred in its territory in connection with the

seizure and handing over of property, or the arrest and detention of the person whose extradition is sought.

3. The requesting State shall bear the costs incurred in conveying the person and his necessary property from the territory of the Requested Party, including transit costs.
4. In case the said expenses are of an extraordinary nature, the Parties shall consult with each other to settle the same.

Article 20

Consultation

The Parties may consult with each other in connection with the processing of individual cases and in furtherance of efficient implementation of this Treaty.

Article 21

Compatibility with other Treaties

Assistance and procedures set forth in this Treaty shall not exempt either Party from its obligations arising from other international agreements or its national laws.

Article 22

Settlement of Disputes

Any dispute arising out of the interpretation, application or implementation of this Treaty shall be resolved through diplomatic channels if the Central Authorities are unable to reach agreement.

Article 23

Ratification, Entry into Force, Amendment and Termination

1. This Treaty is subject to ratification.
2. This Treaty shall enter into force on the 30th day after the date of receipt of the last diplomatic note by which the Parties inform each other of the ratification of the Treaty.
3. This Treaty may be amended by mutual consent of the Parties and the provisions of this Article shall be applied thereof.
4. Requests made under this Treaty can apply to offences committed prior to its entry into force.
5. Either Party may terminate this Treaty by notice in writing through diplomatic channels at any time. Termination shall take effect six (6) months after the date on which the notice is given. However, proceedings already commenced before notification shall continue to be governed by this Treaty until conclusion therein.

2. The application shall contain a description of the person sought, a statement that extradition is to be requested, a statement of the existence of one of the documents mentioned in paragraph 2 of Article 5 of this Treaty, authorising the apprehension of the person, a statement of the punishment that can be or has been imposed for the offence, including the time left to be served and a concise statement of the facts of the case, and a statement of the location, where known, of the person.
3. The Requested Party shall decide on the application and communicate its decision to the requesting State without delay.
4. The person arrested upon such an application shall be set at liberty upon the expiration of [40] days from the date of arrest if a request for extradition, supported by the relevant documents specified in paragraph 2 of Article 5 of this Treaty, has not been received or if the request made does not provide all necessary documents. This paragraph does not preclude the possibility of conditional release of the person prior to the expiration of the [40] days.
5. The release of the person pursuant to paragraph 4 of this Article shall not prevent re-arrest and institution of proceedings with a view to extraditing the person sought if the request and supporting documents are subsequently received.

Article 11

Decision on the request

1. The Requested Party shall deal with the request for extradition and shall promptly communicate its decision to the requesting State.
2. Reasons shall be given for any complete or partial refusal of the request.

Article 12

Surrender of the person

1. Upon being informed that extradition has been granted, the Parties shall, without undue delay, arrange for the surrender of the person sought and the Requested Party shall inform the requesting State of the length of time for which the person sought was detained with a view to surrender.
2. The person shall be removed from the territory of the Requested Party within 30 days and, if the person is not removed within that period, the Requested Party may release the person and may refuse to extradite that person for the same offence.

3. If circumstances beyond its control prevent a Party from surrendering or removing the person to be extradited, it shall notify the other Party. The two Parties shall mutually decide upon a new date of surrender, and the provisions of paragraph 2 of this Article shall apply.

Article 13

Postponement or Temporary Extradition

1. If the person sought is being prosecuted or is serving a sentence in the Requested Party for an offence other than that for which extradition is requested, the Requested Party may, after having decided to grant extradition, postpone the surrender until the conclusion of the criminal proceedings or the completion of the execution of the sentence. The Requested Party shall inform the Requesting Party of such postponement.
2. However, upon request of the Requesting Party, the Requested Party may, in compliance with its domestic law, temporarily surrender the person sought to the Requesting Party in order to enable it to carry out of the ongoing criminal proceedings, agreeing together upon the time and modalities of such temporary surrender. The person so surrendered shall be kept in detention while staying in the territory of the Requesting Party and shall be returned to the Requested Party within the agreed time. The time spent in detention shall be calculated for the purposes of the sentence to be served in the Requested Party.
3. In addition to the case provided for in paragraph 1 of this Article, surrender may be postponed when the transfer, due to the health condition of the person sought, may endanger his/her life. To this end it is necessary that the Requested Party submit to the Requesting Party a detailed medical report made by one of its competent public health institutions.

Article 14

Surrender of property

1. To the extent permitted under the law of the Requested Party and subject to the rights of third parties, which shall be duly respected, all property found in the Requested Party that has been acquired as a result of the offence or that may be required as evidence shall, if the requesting State so requests, be surrendered if extradition is granted.
2. The said property may, if the requesting State so requests, be surrendered to the requesting State even if the extradition agreed to can't be carried out.
3. The Requested Party may, for conducting any other pending criminal proceedings, postpone the surrender of above-mentioned property until the conclusion of such proceedings, or

temporarily surrender that property on condition that the Requesting Party undertakes to return it.

4. Where the law of the Requested Party or the protection of the rights of third parties so require, any property so surrendered shall be returned to the Requested Party free of charge after the completion of the proceedings, if that State so requests.

Article 15

Rule of specialty

1. A person extradited under this Treaty shall not be proceeded against, sentenced, detained, or subjected to any other restriction of personal liberty in the territory of the requesting State for any offence committed before surrender other than:
 - a. An offence for which extradition was granted
 - b. Any other offence in respect of which the Requested Party consents. Consent shall be given if the offence for which it is requested is itself subject to extradition in accordance with this Treaty.
2. The requesting State shall not re-extradite to a third State, the extradited person without prior consent of the Requested Party.
3. A request for the consent of the Requested Party under this Article shall be accompanied by the documents mentioned in paragraph 2 of Article 5 of this Treaty and a legal record of any statement made by the extradited person with respect to the offence.
4. Paragraph 1 of this Article shall not apply if the person has had an opportunity to leave the requesting State and has not done so within 45 days of final discharge in respect of the offence for which that person was extradited or if the person has voluntarily returned to the territory of the requesting State after leaving it.
5. However if the person was not able to leave the requesting party territory within the time provided under paragraph 4 of this article, for reasons beyond his capacity, he shall not be prosecuted, sentenced or detained by the authority of the requesting party,

Article 16

Transit

1. Where a person is to be extradited to a Party from a third State through the territory of the other Party, the Party to which the person is to be extradited shall request the other Party to permit the transit of that person through its territory. This does not apply where air transport is used and no landing in the territory of the other Party is scheduled.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Treaty in two copies each in English language, all texts being equally authentic.

Done at Kigali on this 28th day of the month of April in the year 2017.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA**



Hon. Johnston BUSINGYE

Minister of Justice / Attorney General

**FOR THE GOVERNMENT OF THE
FEDERAL DEMOCRATIC REPUBLIC OF
ETHIOPIA**



H.E. Getachew Ambaye

**Attorney General of
Federal Attorney General**

**ITEGEKO N°010/2018 RYO KU WA 16/03/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO YO KOHEREREZANYA
ABAKURIKIRANYWEHO IBYAHA
N'ABAHAMWE NA BYO HAGATI YA LETA YA
REPUBULIKA Y'U RWANDA NA LETA YA
REPUBULIKA YA ZAMBIYA YASHYIRIWEHO
UMUKONO I LUSAKA, MURI REPUBULIKA YA
ZAMBIYA, KU WA 19 KAMENA 2017**

**LAW N°010/2018 OF 16/03/2018
APPROVING RATIFICATION OF THE
EXTRADITION TREATY BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF
RWANDA AND THE GOVERNMENT OF
THE REPUBLIC OF ZAMBIA, SIGNED AT
LUSAKA, THE REPUBLIC OF ZAMBIA, ON
19 JUNE 2017**

**LOI N°010/2018 DU 16/03/2018
APPROUVANT LA RATIFICATION DU
TRAITÉ D'EXTRADITION ENTRE LE
GOUVERNEMENT DE LA RÉPUBLIQUE DU
RWANDA ET LE GOUVERNEMENT DE LA
RÉPUBLIQUE DE ZAMBIE, SIGNÉ À
LUSAKA, RÉPUBLIQUE DE ZAMBIE, LE 19
JUN 2017**

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

TABLE OF CONTENTS

Article One: Approval for ratification

Article 2: Drafting, consideration and adoption of this Law

Article 3: Commencement

TABLE DES MATIÈRES

Article premier: Approbation pour ratification

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

Article 3: Entrée en vigueur

**ITEGEKO N° 010/2018 RYO KU WA 16/03/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO YO KOHEREREZANYA
ABAKURIKIRANYWEHO IBYAHA
N'ABAHAMWE NA BYO HAGATI YA LETA YA
REPUBULIKA Y'U RWANDA NA LETA YA
REPUBULIKA YA ZAMBIYA YASHYIRIWEHO
UMUKONO I LUSAKA, MURI REPUBULIKA YA
ZAMBIYA, KU WA 19 KAMENA 2017**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 27
Ukuboza 2017;

Sena, mu nama yayo yo ku wa 08 Gashyantare 2018;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda
ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu
ngingo zaryo, iya 29, iya 64, iya 69, iya 70, iya 85, iya
87, iya 88, iya 90, iya 91, iya 106, iya 120, iya 167, iya 168
n'iya 176;

Imaze gusuzuma Amasezerano yo kohererezanya
abakurikiranyweho ibyaha n'abahamwe na byo hagati ya

**LAW N°010/2018 OF 16/03/2018
APPROVING RATIFICATION OF THE
EXTRADITION TREATY BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF
RWANDA AND THE GOVERNMENT OF
THE REPUBLIC OF ZAMBIA, SIGNED AT
LUSAKA, THE REPUBLIC OF ZAMBIA, ON
19 JUNE 2017**

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 27
December 2017;

The Senate, in its session of 08 February 2018;

Pursuant to the Constitution of the Republic of
Rwanda of 2003 revised in 2015, especially in
Articles 29, 64, 69, 70, 85, 87, 88, 90, 91, 106, 120,
167, 168 and 176;

After consideration of the Extradition Treaty
between the Government of the Republic of Rwanda

**LOI N°010/2018 DU 16/03/2018
APPROUVANT LA RATIFICATION DU
TRAITÉ D'EXTRADITION ENTRE LE
GOUVERNEMENT DE LA RÉPUBLIQUE DU
RWANDA ET LE GOUVERNEMENT DE LA
RÉPUBLIQUE DE ZAMBIE, SIGNÉ À
LUSAKA, RÉPUBLIQUE DE ZAMBIE, LE 19
JUN 2017**

Nous, KAGAME Paul,
Président de la République;

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

LE PARLEMENT:

La Chambre des Députés, en sa séance du 27
décembre 2017;

Le Sénat, en sa séance du 08 février 2018 ;

Vu la Constitution de la République du Rwanda de
2003 révisée en 2015, spécialement en ses articles
29, 64, 69, 70, 85, 87, 88, 90, 91, 106, 120, 167, 168
et 176 ;

Après examen du Traité d'extradition entre le
Gouvernement de la République du Rwanda et le

Official Gazette n° Special of 20/03/2018

Leta ya Repubulika y'u Rwanda na Leta ya Repubulika ya Zambiya yashyiriweho umukono i Lusaka, muri Repubulika ya Zambiya, ku wa 19 Kamena 2017;

and the Government of the Republic of Zambia, signed at Lusaka, the Republic of Zambia, on 19 June 2017;

Gouvernement de la République de Zambie, signé à Lusaka, République de Zambie, le 19 juin 2017;

YEMEJE:

ADOPTS:

ADOpte:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano yo kohererezanya abakurikiranyweho ibyaha n'abahamwe na byo hagati ya Leta ya Repubulika y'u Rwanda na Leta ya Repubulika ya Zambiya, yashyiriweho umukono i Lusaka, muri Repubulika ya Zambiya, ku wa 19 Kamena 2017, ari ku mugereka w'iri tegeko, yemerewe kwemezwa burundu.

Article One: Approval for ratification

The Extradition Treaty between the Government of the Republic of Rwanda and the Government of the Republic of Zambia, signed at Lusaka, the Republic of Zambia, on 19 June 2017, in appendix, is approved for ratification.

Article premier: Approbation pour ratification

Le Traité d'extradition entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Zambie, signé à Lusaka, République de Zambie, le 19 juin 2017, en annexe, est approuvé pour ratification.

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

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

Article 2: Drafting, consideration and adoption of this Law

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

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

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

Article 3: Commencement

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

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, ku wa 16/03/2018

Kigali, on 16/03/2018

Kigali, le 16/03/2018

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
Dr. NGIRENTE Edouard
Prime Minister

(sé)
Dr. NGIRENTE Edouard
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

EXTRADITION TREATY

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

The Government of the Republic of Rwanda and the Government of the Republic of Zambia (hereinafter referred to as "the Parties" and in singular as "the Party")

Desirous of strengthening the ties of friendship, peace, and security, and promote development between their countries and people;

Concerned that criminality exacerbated by impunity fosters a climate of insecurity among nations;

Eager to establish between both countries a cooperation mechanism with respect to investigations, prosecutions, and the exchange of information and documents, with a view to trying persons involved in every kind of criminal conduct censured by their respective countries;

Aware of the advantages that result from such cooperation in the area of extradition and mutual judicial assistance;

Desirous of providing for more effective cooperation between the two States in the suppression of crime, and, for that purpose, to conclude a treaty for the extradition of offenders;

Have agreed as follows:

Article 1

OBLIGATION TO EXTRADITE

Each Party agrees to extradite to the other, upon request and subject to the provision of the present Treaty, any person who is wanted in the requesting State for prosecution for an extraditable offence or for imposition or enforcement of a sentence in respect of such an offence.

Article 2

EXTRADITABLE OFFENCE

1. For the purpose of the present Treaty, extraditable offences are offences that are punishable under the laws of both Parties by imprisonment or other deprivation of liberties for a maximum period of at least one/two year or by a more severe penalty. Where the request for extradition relates to a person who is wanted for the enforcement of a sentence of imprisonment or deprivation of liberty imposed for such an offence, extradition shall be granted only if a period of at least four/six months of such sentence remain to be served.

2. In determining whether an offence is an offence punishable under the laws of both Parties, it shall not matter whether -

- a) The laws of the Parties place the acts or omissions constituting the offence within the same category of offence or denominate the offence by the same terminology;
- b) Under the laws of the Parties the constituent elements of the offence differ, it being understood that the totality of acts or omissions as presented by the Requesting State shall be taken into account;
- c) If the request for extradition include several separate offences, each of which is punishable under the laws of both Parties, but some of which do not fulfil other conditions set out under paragraph 1 of the present article, the requested Party may grant the extradition for the latter offences provided that the person is to be extradited for at least one extraditable offence.

Article 3

MANDATORY GROUND FOR REFUSAL

Extradition shall not be granted in any of the following circumstances:

- a) If the offence for which the extradition is requested is regarded by the requested State as an offence of political nature;
- b) If the requested state has substantial grounds for believing that the request for extradition has been made for the purpose of prosecuting or punishing a person on the account of that person's race, religion, nationality, ethnic origin, political opinions, sex or status, or that person's position may be prejudiced for any of those reasons;
- c) If the offence for which the extradition is requested is an offence under military law, which is not also an offence under ordinary criminal law;
- d) If there has been a final judgement rendered against the person in the requested Party in respect of the offence for which the extradition is requested for;
- e) If the person whose extradition is requested has, under the law of either Party become immune from prosecution or punishment for any reason, including lapse of time or amnesty;

- f) If the person whose extradition is requested has been or would be subject in the requesting Party to torture or cruel treatment, inhuman or degrading treatment or punishment, or if that person has not received or would not receive the minimum guarantee in criminal proceedings, as contained in Article 14 of the International Covenant on Civil and Political rights;
- g) If the judgement of the requesting State has been rendered in absentia and the convicted person has not had sufficient notice of the trial or the opportunity to arrange for his or her defence and has not had or will not have the opportunity to have case retried in his or her presence.

Article 4

OPTIONAL GROUND OF REFUSAL

Extradition may be refused in any of the following circumstances:

- a) If the person whose extradition is requested is a national of the requested Party. Where extradition is refused under this ground, the requested Party shall, if the other State requests so, submit the case to its competent authorities with views on taking the appropriate actions against the person in respect of the offence for which extradition has been requested;
- b) If the competent authorities of the requested State have decided either to institute or to terminate proceedings against the person for the offence in respect of which extradition is requested;
- c) If a prosecution in respect of the offence for which extradition is requested is pending in the requested State against the person whose extradition is requested;
- d) If the offence for which extradition is requested carries the death penalty under the law of the requesting State, unless that State gives such assurance as the requested State considers sufficient that the death penalty will not be imposed or, if imposed, will not be carried out;
- e) If the offence for which extradition is requested has been committed outside the territory of either Party and the law of the requested State does not provide for jurisdiction over such an offence committed outside its territory in comparable circumstances;
- f) If the offence for which extradition is requested is regarded under the law of the requested State as having been committed in whole or in part

within that State. Where extradition is refused on this ground, the requested State shall, if the other State so requests, submit the case to its competent authorities with a view to taking appropriate action against the person for the offence for which extradition had been requested;

- g) If the person whose extradition is requested has been sentenced or would be liable to be tried or sentenced in the requesting State by an extraordinary or ad hoc court or tribunal; or
- h) If the requested State, while also taking into account the nature of the offence and the interests of the requesting State, considers that in circumstances of the case, the extradition of that person would be incompatible with humanitarian considerations, in view of age, health or other circumstances of that person.

Article 5

CHANNELS OF COMMUNICATION AND REQUIRED DOCUMENTS

1. A request for extradition shall be made in writing. The request, supporting documents and subsequent communications shall be transmitted through the Diplomatic channel. A request for extradition shall be accompanied, in all cases, by the following:
 - a) As accurate a description as possible of the person sought, together with any other information that may help to establish that person's identity, nationality and location; and
 - b) The text of the relevant provision of the law creating the offence or, where necessary, a statement of the law relevant to the offence and a statement of the penalty that can be imposed for the offence;
2. If the person is accused of an offence, by a warrant of arrest issued by a Court or other competent judicial authority for the arrest of the person or a certified copy of that warrant shall provide, a statement of the offence for which extradition is requested and a description of the acts or omissions constituting the alleged offence, including an indication of the time and place of its commission.
3. If the person has been convicted of an offence, by a statement of the offence for which extradition is requested and a description of the acts or omissions constituting the offence and by the original or certified copy of the judgment or any other document setting out the conviction and

the sentence imposed, the fact that the sentence is enforceable, and the extent to which the sentence remains to be served.

4. If the person has been convicted of an offence in his or her absence, in addition to the documents set out in paragraph 2 (c) of the present Article, by a statement as to the legal means available to the person to prepare his or her defence or to have the case retried in his or her presence.
5. If the person has been convicted of an offence but no sentence has been imposed, by a statement of the offence for which extradition is requested and a description of the acts or omissions constituting the offence and by a document setting out the conviction and a statement affirming that there is an intention to impose a sentence.
6. The documents submitted in support of a request for extradition shall be accompanied by a translation into the language of the requested State or in another language acceptable to that State.

Article 6

SIMPLIFIED EXTRADITION PROCEDURE

The requested State, may grant extradition without going through procedures provided in this treaty, after receipt of a request for provisional arrest, provided that the person sought explicitly consents before a competent authority.

Article 7

CERTIFICATION AND AUTHENTICATION

Except as provided by this Treaty, a request for extradition and the documents in support thereof, as well as documents or other material supplied in response to such a request, shall not require certification or authentication.

Article 8

ADDITIONAL INFORMATION

If the requested State considers that the information provided in support of a request for extradition is not sufficient, it may request that additional information be furnished within 30 days from the day of receipt of such request.

Article 9

PROVISIONAL ARREST

1. In case of urgency the requesting State may apply for the provisional arrest of the person sought pending the presentation of the request for extradition. The application shall be transmitted by means of the facilities of the International Criminal Police Organisation or diplomatic channel.
2. The application shall contain a description of the person sought, a statement that extradition is to be requested, a statement of the existence of one of the documents mentioned in paragraph 2 of Article 6 of this Treaty, authorising the apprehension of the person, a statement of the punishment that can be or has been imposed for the offence, including the time left to be served and a concise statement of the facts of the case, and a statement of the location, where known, of the person.
3. The requested State shall decide on the application and communicate its decision to the requesting State without delay.
4. The person arrested upon such an application shall be set at liberty upon the expiration of forty (40) days from the date of arrest if a request for extradition, supported by the relevant documents specified in paragraph 2 of Article 5 of this Treaty, has not been received or if the request made does not provide all necessary documents. This paragraph does not preclude the possibility of conditional release of the person prior to the expiration of the 40 days.
5. The release of the person pursuant to paragraph 4 of this Article shall not prevent re-arrest and institution of proceedings with a view to extraditing the person sought if the request and supporting documents are subsequently received.

Article 10

DECISION ON THE REQUEST

1. The requested State shall deal with the request for extradition and shall promptly communicate its decision to the requesting State.
2. Reasons shall be given for any complete or partial refusal of the request.

Article 11

SURRENDER OF THE PERSON

1. Upon being informed that extradition has been granted, the Parties shall, without undue delay, arrange for the surrender of the person sought and the requested State shall inform the requesting State of the length of time for which the person sought was detained with a view to surrender.
2. The person shall be removed from the territory of the requested State within 30 days and, if the person is not removed within that period, the requested State may release the person and may refuse to extradite that person for the same offence.
3. If circumstances beyond its control prevent a Party from surrendering or removing the person to be extradited, it shall notify the other Party. The two Parties shall mutually decide upon a new date of surrender, and the provisions of paragraph 2 of this Article shall apply.

Article 12

POSTPONED OR CONDITIONAL SURRENDER

1. The Requested State may, after making its decision on the request for extradition, postpone the surrender of a person sought, in order to proceed against that person, or if that person, or, if that person has already been convicted, in order to enforce a sentence imposed for an offence other than that for which extradition is sought. In such a case the requested State shall advise the requesting State accordingly.
2. The requested State may, instead of postponing surrender temporarily surrender the person sought to the requesting State in accordance with conditions to be determined between the parties.

Article 13

SURRENDER OF PROPERTY

1. To the extent permitted under the law of the requested State and subject to the rights of third parties, which shall be duly respected, all property found in the requested State that has been acquired as a result of the offence or that may be required as evidence shall, if the requesting State so requests, be surrendered if extradition is granted.

2. The said property may, if the requesting State so requests, be surrendered to the requesting State even if the extradition agreed to cannot be carried out.
3. When the said property is liable to seizure or confiscation in the requested State, it may retain it or temporarily hand it over.
4. Where the law of the requested State or the protection of the rights of third parties so require, any property so surrendered shall be returned to the requested State free of charge after the completion of the proceedings, if that State so requests.

Article 14

RULE OF SPECIALTY

1. A person extradited under the present Treaty shall not be proceeded against, sentenced, detained, re-extradited to third States, or subjected to any other restriction of personal liberty in the territory of the requesting State for any offence committed before surrender other than:
 - a) An offence for which extradition was granted; or
 - b) Any other offence in respect of which the requested State consents. Consent shall be given if the offence for which it is requested is itself subject to extradition in accordance with the present Treaty.
2. A request for the consent of the requested State under the present Article shall be accompanied by the documents mentioned in paragraph 2 of Article 5 of the present Treaty and a legal record of any statement made by the extradited person with respect to the offence.
3. Paragraph 1 of the present Article shall not apply if the person has had an opportunity to leave the requesting State and has not done so within forty-five (45) days of final discharge in respect of the offence for which that person was extradited or if the person has voluntarily returned to the territory of the requesting State after leaving it.

Article 15

TRANSIT

1. Where a person is to be extradited to a Party from a third State through the territory of the other Party, the Party to which the person is to be

extradited shall request the other Party to permit the transit of that person through its territory. This does not apply where air transport is used and no landing in the territory of the other Party is scheduled.

2. Upon receipt of such a request, which shall contain relevant information, the requested State shall deal with this request pursuant to procedures provided by its own law. The requested State shall grant the request expeditiously unless its essential interests would be prejudiced thereby.
3. The State of transit shall ensure that legal provisions exist that would enable detaining the person in custody during transit.
4. In the event of an unscheduled landing, the Party to be requested to permit transit may, at the request of the escorting officer, hold the person in custody for forty-eight (48) hours, pending receipt of the transit request to be made in accordance with paragraph 1 of the present Article.

Article 16

CONCURRENT REQUESTS

If a Party receives requests for extradition for the person from both the Party and a third State it shall, at its discretion, determine to which of those States the person is to be extradited.

Article 17

CONFORMITY

This Treaty shall not be in conflict with other Regional and International treaties and Protocols to which Zambia and Rwanda are parties to.

Article 18

COSTS

1. The requested State shall meet the costs of any proceedings in its jurisdiction arising out of a request for extradition.
2. The requested State shall also bear the costs incurred in its territory in connection with the seizure and handing over of property, or the arrest and detention of the person whose extradition is sought.

3. The requesting State shall bear the costs incurred in conveying the person from the territory of the requested State, including transit costs.

Article 19

FINAL PROVISION

1. The present Treaty is subject to (ratification, acceptance or approval). The instrument of (ratification, acceptance or approval) shall be exchanged as soon as possible.
2. The present Treaty shall enter into force on the thirtieth day after the day on which the instruments of (ratification, acceptance or approval) are exchanged.
3. The present Treaty shall apply to requests made after its entry into force, even if relevant acts or omissions occurred prior to that date.
4. Either contracting Party may denounce the present Treaty by giving notice in writing to the other Party. Such denunciation shall take effect six months following the date on which such notice is received by the other Party.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Treaty.

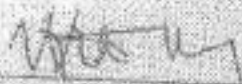
Done at Lusaka on this 19th day of June 2017, in two originals in the English language.

FOR AND ON BEHALF OF
THE GOVERNMENT OF THE
REPUBLIC OF RWANDA



Hon. Evode Uwizeyimana
Minister of State in charge of
Constitutional and Legal Affairs

FOR AND ON BEHALF OF
THE GOVERNMENT OF THE
REPUBLIC OF ZAMBIA



Hon. Steven Kamuyanga
Minister of Home Affairs

ITEKA RYA PEREZIDA N° 63/01 RYO KU WA 16/03/2018 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 27 UKUBOZA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) GIKORA NK'URWEGO RUYOBORA IKIGEGA CYIHARIYE CYA NDF KIGAMIJE GUTERA INKUNGA GAHUNDA Y'IMIHINDAGURIKIRE Y'IKIRERE MURI AFURIKA, YEREKERANYE N'IMPANO INGANA NA MILIYONI ESHATU N'IBIHUMBI MAGANA ATATU NA MIRONGO INANI NA BIBIRI Z'AMAYERO (3.382.000 EUR) AGENEWE KUNONOSORA MU BURYO BWIHUSE KANDI BURAMBYE IMISHINGA Y'IBIKORWA BY'URUHEREREKANE NYONGERAGACIRO KU MAKARA N'INKWI

PRESIDENTIAL ORDER N°63/01 OF 16/03/2018 RATIFYING THE GRANT AGREEMENT SIGNED AT KIGALI, RWANDA, ON 27 DECEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE AFRICA NDF CLIMATE CHANGE PROGRAM SINGLE-DONOR TRUST FUND, RELATING TO THE GRANT OF THREE MILLION THREE HUNDRED AND EIGHTY-TWO THOUSAND EUROS (EUR 3,382,000) FOR IMPROVING THE EFFICIENCY AND SUSTAINABILITY OF CHARCOAL AND WOOD FUEL VALUE CHAINS PROJECT

ARRETE PRESIDENTIEL N°63/01 DU 16/03/2018 RATIFIANT L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 27 DECEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA) AGISSANT EN QUALITE D'ADMINISTRATEUR DU FONDS SPECIAL NDF POUR LE PROGRAMME DES CHANGEMENTS CLIMATIQUES EN AFRIQUE, RELATIF AU DON DE TROIS MILLIONS TROIS CENT QUATRE VINGT DEUX MILLE EUROS (3.382.000 EUR) POUR AMELIORER L'EFFICIENCE ET LA DURABILITE DU PROJET DE CHAINES DE MISE EN VALEUR DU CHARBON DE BOIS ET BOIS DE CHAUFFAGE

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

TABLE OF CONTENTS

Article One: Ratification

Article 2: Authorities responsible for the implementation of this Order

Article 3: Commencement

TABLE DES MATIERES

Article premier: Ratification

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

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 63/01 RYO KU WA 16/03/2018 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 27 UKUBOZA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) GIKORA NK'URWEGO RUYOBORA IKIGEGA CYIHARIYE CYA NDF KIGAMIJE GUTERA INKUNGA GAHUNDA Y'IMIHINDAGURIKIRE Y'IKIRERE MURI AFURIKA, YEREKERANYE N'IMPANO INGANA NA MILIYONI ESHATU N'IBIHUMBI MAGANA ATATU NA MIRONGO INANI NA BIBIRI Z'AMAYERO (3.382.000 EUR) AGENEWE KUNONOSORA MU BURYO BWIHUSE KANDI BURAMBYE IMISHINGA Y'IBIKORWA BY'URUHEREREKANE NYONGERAGACIRO KU MAKARA N'INKWI

PRESIDENTIAL ORDER N°63/01 OF 16/03/2018 RATIFYING THE GRANT AGREEMENT SIGNED AT KIGALI, RWANDA, ON 27 DECEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE AFRICA NDF CLIMATE CHANGE PROGRAM SINGLE-DONOR TRUST FUND RELATING TO THE GRANT OF THREE MILLION THREE HUNDRED AND EIGHTY-TWO THOUSAND EUROS (EUR 3,382,000) FOR IMPROVING THE EFFICIENCY AND SUSTAINABILITY OF CHARCOAL AND WOOD FUEL VALUE CHAINS PROJECT

ARRETE PRESIDENTIEL N°63/01 DU 16/03/2018 RATIFIANT L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 27 DECEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA) AGISSANT EN QUALITE D'ADMINISTRATEUR DU FONDS SPECIAL NDF POUR LE PROGRAMME DES CHANGEMENTS CLIMATIQUES EN AFRIQUE, RELATIF AU DON DE TROIS MILLIONS TROIS CENT QUATRE VINGT DEUX MILLE EUROS (3.382.000 EUR) POUR AMELIORER L'EFFICIENCE ET LA DURABILITE DU PROJET DE CHAINES DE MISE EN VALEUR DU CHARBON DE BOIS ET BOIS DE CHAUFFAGE

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° 004/2018 ryo ku wa 16/03/2018 ryemera kwemeza burundu Amasezerano y'Impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 27 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) gikora nk'Urwego ruyobora Ikigega cyihariye cya NDF kigamiye gutera inkunga

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° 004/2018 of 16/03/2018 approving the ratification of the Grant Agreement signed at Kigali, Rwanda, on 27 December 2017, between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Africa NDF Climate Change Program Single-Donor Trust Fund, relating

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° 004/2018 du 16/03/2018 approuvant la ratification de l'Accord de Don signé à Kigali, au Rwanda, le 27 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds spécial NDF pour le Programme des Changements Climatiques en

Gahunda y'Imihindagurikire y'Ikirere muri Afurika, yerekeranye n'impano ingana na miliyoni eshatu n'ibihumbi magana atatu na mirongo inani na bibiri z'amayero (3.382.000 EUR) agenewe kunononsora mu buryo bwihuse kandi burambye imishinga y'ibikorwa by'uruhererekane nyongeragaciro ku makara n'inkwi;

Tumaze kubona Amasezerano y'Impano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 27 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) gikora nk'Urwego ruyobora Ikigega cyihariye cya NDF kigamije gutera inkunga Gahunda y'Imihindagurikire y'Ikirere muri Afurika, yerekeranye n'impano ingana na miliyoni eshatu n'ibihumbi magana atatu na mirongo inani na bibiri z'amayero (3.382.000 EUR) agenewe kunononsora mu buryo bwihuse kandi burambye imishinga y'ibikorwa by'uruhererekane nyongeragaciro ku makara n'inkwi;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Impano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 27 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) gikora nk'Urwego ruyobora Ikigega cyihariye cya NDF kigamije gutera inkunga Gahunda y'Imihindagurikire y'Ikirere muri

to the grant of three million three hundred and eighty-two thousand Euros (EUR 3,382,000) for improving the efficiency and sustainability of charcoal and wood fuel value chains project;

Considering the Grant Agreement signed at Kigali, Rwanda, on 27 December 2017, between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Africa NDF Climate Change Program Single-Donor Trust Fund, relating to the grant of three million three hundred and eighty-two thousand Euros (EUR 3,382,000) for improving the efficiency and sustainability of charcoal and wood fuel value chains project;

On proposal by the Minister of Finance and Economic Planning;

HAVE ORDERED AND HEREBY ORDER:

Article One: Ratification

The Grant Agreement signed at Kigali, Rwanda, on 27 December 2017, between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Africa NDF Climate Change Program Single-Donor Trust Fund, relating to the grant of three million

Afrique, relatif au don de trois millions trois cent quatre-vingt-deux mille Euros (3.382.000 EUR) pour améliorer l'efficience et la durabilité du projet de chaînes de mise en valeur du charbon de bois et bois de chauffage;

Considérant l'Accord de Don signé à Kigali, au Rwanda, le 27 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds spécial NDF pour le Programme des Changements Climatiques en Afrique, relatif au don de trois millions trois cent quatre-vingt-deux mille Euros (3.382.000 EUR) pour améliorer l'efficience et la durabilité du projet de chaînes de mise en valeur du charbon de bois et bois de chauffage;

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

AVONS ARRETE ET ARRETONS:

Article premier: Ratification

L'Accord de Don signé à Kigali, au Rwanda, le 27 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds spécial NDF pour le Programme des Changements Climatiques en Afrique, relatif au don de trois

Afurika, yerekeranye n'impano ingana na miliyoni eshatu n'ibihumbi magana atatu na mirongo inani na bibiri z'amayero (3.382.000 EUR) agenewe kunononsora mu buryo bwihuse kandi burambye imishinga y'ibikorwa by'uruhererekane nyongeragaciro ku makara n'inkwi, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga, Ubutwererane n'Umuryango w'Ibihugu by'Afurika y'Iburasirazuba na Minisitiri w'Ibudukikije bashinzwe 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.

three hundred and eighty-two thousand Euros (EUR 3,382,000) for improving the efficiency and sustainability of charcoal and wood fuel value chains 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, Cooperation and East African Community and the Minister of Environment 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.

millions trois cent quatre-vingt-deux mille Euros (3.382.000 EUR) pour améliorer l'efficience et la durabilité du projet de chaînes de mise en valeur du charbon de bois et bois de chauffage, 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, de la Coopération et de la Communauté d'Afrique de l'Est et le Ministre de l'Environnement 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.

Official Gazette n° Special of 20/03/2018

Kigali, ku wa **16/03/2018**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Kigali, on **16/03/2018**

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le **16/03/2018**

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

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

UMUGEREKA W'ITEKA RYA
PEREZIDA N°63/01 RYO KU WA
16/03/2018 RYEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA, KU WA 27 UKUBOZA
2017, HAGATI YA REPUBULIKA Y'U
RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA) GIKORA
NK'URWEGO RUYOBORA IKIGEGA
CYIHARIYE CYA NDF KIGAMIJE
GUTERA INKUNGA GAHUNDA
Y'IMIHINGA GURUKIRE Y'IKIRERE
MURI AFURIKA, YEREKERANYE
N'IMPANO INGANA NA MILIYONI
ESHATU N'IBIHUMBI MAGANA
ATATU NA MIRONGO INANI NA BIBIRI
Z'AMAYERO (3.382.000 EUR)
AGENEWE KUNONOSORA MU BURYO
BWIHUSE KANDI BURAMBYE
IMISHINGA Y'IBIKORWA
BY'URUHEREREKANE
NYONGERAGACIRO KU MAKARA
N'INKWI

ANNEX TO PRESIDENTIAL ORDER
N°63/01 OF 16/03/2018 RATIFYING THE
GRANT AGREEMENT SIGNED AT
KIGALI, RWANDA, ON 27 DECEMBER
2017, BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA)
ACTING AS ADMINISTRATOR OF THE
AFRICA NDF CLIMATE CHANGE
PROGRAM SINGLE-DONOR TRUST
FUND RELATING TO THE GRANT OF
THREE MILLION THREE HUNDRED
AND EIGHTY-TWO THOUSAND EUROS
(EUR 3,382,000) FOR IMPROVING THE
EFFICIENCY AND SUSTAINABILITY OF
CHARCOAL AND WOOD FUEL VALUE
CHAINS PROJECT

ANNEXE A L'ARRETE PRESIDENTIEL
N°63/01 DU 16/03/2018 RATIFIANT
L'ACCORD DE DON SIGNE A KIGALI,
AU RWANDA, LE 27 DECEMBRE 2017,
ENTRE LA REPUBLIQUE DU RWANDA
ET L'ASSOCIATION INTERNATIONALE
DE DEVELOPPEMENT (IDA) AGISSANT
EN QUALITE D'ADMINISTRATEUR DU
FONDS SPECIAL NDF POUR LE
PROGRAMME DES CHANGEMENTS
CLIMATIQUES EN AFRIQUE, RELATIF
AU DON DE TROIS MILLIONS TROIS
CENT QUATRE VINGT DEUX MILLE
EUROS (3.382.000 EUR) POUR
AMELIORER L'EFFICIENCE ET LA
DURABILITE DU PROJET DE CHAÎNES
DE MISE EN VALEUR DU CHARBON DE
BOIS ET BOIS DE CHAUFFAGE

NDF GRANT NUMBER TF0A6134

Africa NDF Climate Change Program
Grant Agreement
(Improving the Efficiency and Sustainability of Charcoal and Wood Fuel Value
Chains Project)

between

REPUBLIC OF RWANDA

And

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of the Africa NDF Climate Change Program Single-Donor
Trust Fund

NDF GRANT NUMBER TF0A6134

**AFRICA NDF CLIMATE CHANGE PROGRAM
SINGLE-DONOR TRUST FUND
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date, between: REPUBLIC OF RWANDA ("Recipient"); and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Africa NDF Climate Change Program.

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The "Standard Conditions for Grants Made by the World Bank Out of Various Funds", dated February 15, 2012 ("Standard Conditions"), 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 Standard Conditions or in this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall cause the Project to be carried out by the Rwanda Environment Management Authority ("Project Implementing Entity") in accordance with the provisions of Article II of the Standard Conditions and the Subsidiary Agreement.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article III

The Grant

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed three million three hundred and eighty-two thousand Euros (EUR3,382,000) ("Grant") to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donor to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donor under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Additional Remedies

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:
 - (a) the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Subsidiary Agreement; and,
 - (b) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Subsidiary Agreement.

Article V Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.
 - (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental and corporate action.

- (b) The Subsidiary Agreement referred to in Section I.A of Schedule 2 to this Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:
- (a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms; and,
- (b) the Subsidiary Agreement referred to in Section I.A of Schedule 2 to this Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon each such party in accordance with its terms.
- 5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient's Representative; Addresses

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

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

Facsimile:
250-252-57-75-81

- 6.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

Telex:	Facsimile:
248423 (MCI) or 64145 (MCI)	1-202-477-6391

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

REPUBLIC OF RWANDA


By


Authorized Representative
Name: CHUKA GATEJE
Title: MINISTER
Date: 27 DEC 2017

**INTERNATIONAL DEVELOPMENT
ASSOCIATION**

acting as administrator of the Africa NDF Climate Change
Program Single-Donor Trust Fund

By


Authorized Representative
Name: Yasser El Ghalib
Title: Country Manager
Date: 27 DEC 2017

SCHEDULE 1

Project Description

The objective of the Project is to improve the efficiency and sustainability of woodfuel value chains in Northwest Rwanda.

The Project consists of the following parts:

Part 1. Improved Woodlot Management

Supporting local-community level management of existing private woodlots in the Rutsiro, Ngororero, Nyabihu and Rubavu Districts ("Selected Districts") through, *inter alia*: (i) carrying out an assessment of existing woodlot management plans and training modules; (ii) training of approximately 500 farmers at field schools in the Selected Districts; (iii) supporting implementation of better woodlot management practices in around 800 hectares in the Selected Districts.

Part 2. Improved Seed Quality

Facilitating the use of improved tree varieties in Rwanda through, *inter alia*: (i) assessing suitable seeds for supporting climate resilience in the Selected Districts; ii) setting up trial stands for sustainable production of seeds of improved varieties and setting up of orchards to grow and disseminate improved varieties; (iii) training of local cooperatives in seed collection and handling; (iv) upgrading of laboratory equipment in the Recipient's national tree seed centre; and (v) establishment of a seed collection center in the Eastern Province of the Recipient.

Part 3. Technical Assistance for More Efficient Charcoal Production and Biomass Processing

Technical assistance and capacity building of local cooperatives for improved business planning, efficient production and improved marketing through, *inter alia*, carrying out of: (i) a baseline assessment of existing charcoal producers' technical and organizational capacity; (ii) training of approximately 500 local cooperative members; (iii) marketing and promotion support; (iv) supplying equipment for wood and charcoal processing; and (v) a technical analysis of private sector investment trends and related policy and institutional measures.

Part 4. Support for the Promotion of Alternative Sources of Energy

Feasibility studies on alternative sources of energy with an aim to reduce the amount of wood fuel consumption in, *inter alia*, commercial tea factories and household cooking.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Subsidiary Agreement

- I. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity under a subsidiary agreement ("Subsidiary Agreement") between the Recipient and the Project Implementing Entity, under terms and conditions approved by the World Bank, which shall include the obligation of the Project Implementing Entity to:
 - (a) implement the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, including the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds, other than the Recipient, the ESMF, and in accordance with the provisions of this Agreement;
 - (b) (i) procure all goods, works and services required under the Project and to be financed out of the proceeds of the Grant in accordance with the Standard Conditions; and (ii) ensure that all such goods, works and services are used exclusively for the purposes of the Project;
 - (c) ensure that all facilities relevant to the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed;
 - (d) with respect to records management: (i) maintain records adequate to record the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods, works and services financed out of the proceeds of the Grant and disclose their use in said parts; (ii) furnish such records and information as may be requested by the Recipient or the World Bank; and (iii) retain all records evidencing expenditures under the Project for the period of time specified in the Standard Conditions;
 - (e) with respect to monitoring and evaluation: (i) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Recipient and the World Bank, the progress of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the Recipient and the World Bank, integrating the results of such monitoring and evaluation activities and setting out measures

recommended to ensure the continued efficient and effective execution of the Project and to achieve its objective, each such report to cover a calendar semester; (iii) furnish each such report to the Recipient and the World Bank within forty-five (45) days after the end of such period; and (iv) prepare, and furnish to the Recipient a final report, of such scope and in such detail as the Recipient and the World Bank shall reasonably request, on the execution of the Project, and furnish the same to the Recipient and the World Bank not later than (6) months after the end of the Project;

- (f) with respect to financial management: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Recipient and the World Bank, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project; (ii) avail the records pertaining to said parts to external and internal auditors; (iii) prepare interim unaudited financial reports covering each semester, and furnish them to the Recipient and the World Bank not later than forty-five (45) days after the end of the period covered by such reports, and provide such other information concerning such unaudited financial statements as the Recipient or the World Bank may from time to time reasonably request; and (iv) have its financial statements audited by independent auditors and applying standards both acceptable to the World Bank at least once in each fiscal year; and,
- (g) enable the Recipient and the World Bank to inspect the Project, their operations and any relevant records and documents.

- 2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

B. Institutional Arrangements

- 1. No later than three (3) months after the Effective Date, the Recipient shall cause REMA to, throughout Project implementation: (a) maintain, within REMA, the Single Project Implementation Unit (REMA-SPIU) with dedicated staff to carry out the Project, comprising of the project coordinator, one environmental safeguard specialist, one procurement specialist, one financial management specialist, one forest specialist, one community development specialist, one monitoring and evaluation specialist, and other technical, safeguards and fiduciary specialists as may be agreed with the World Bank, all with terms of reference, qualifications and experience satisfactory to the World Bank.

2. The REMA-SPIU shall be responsible for day-to-day management and implementation of the Project, including financial management, procurement, safeguards and monitoring and evaluation.

C. Project Implementation Manual

1. The Recipient shall cause REMA to carry out the Project in accordance with the Project Implementation Manual, satisfactory to the World Bank, which shall contain detailed guidelines, methods and procedures for the implementation of the Project, including but not limited: (i) administration and coordination; (ii) performance indicators of the Project; (iii) monitoring and evaluation; (iv) social and environmental safeguards; (v) corruption and fraud measures; and (vi) roles and responsibilities of various agencies in the coordination to ensure REMA's adequate implementation of the Project; and except as the World Bank shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Project Implementation Manual.
2. In case of conflict between the provisions of the Project Implementation Manual and this Agreement, those of this Agreement shall prevail.

D. Safeguards

1. The Recipient shall cause the Project Implementing Entity to carry out the Project in accordance with the provisions of the ESMF.
2. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the ESMF or any provision thereof without prior approval in writing by the World Bank, subject to the same approval requirements as applicable to the adoption of the said instrument. If any environmental and social plans is required under the ESMF, the Recipient shall:
 - (a) (i) prepare such plans in accordance with the ESMF; (ii) carry out consultations upon such plans; (iii) furnish such plans to the Association for review and approval; and (iv) thereafter adopt such plans to implementation of the activities; and,
 - (b) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such plans.
3. The Recipient shall ensure that all technical assistance under the Project, application of whose results would have environmental, social or health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the World Bank, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the World

Bank's environmental and social safeguard policies and the Recipient's own laws relating to the environment, social and health and safety aspects.

4. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall for the ESMF including the related environmental and social plans, regularly collect, compile and furnish to the World Bank reports in form and substance satisfactory to the World Bank, on the status of compliance with such ESMF including the related environmental and social plans, as part of the Project Reports, giving details of:
 - (a) measures taken in furtherance of the ESMF including the related environmental and social plans;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESMF including the environmental and social plans; and
 - (c) remedial measures taken or required to be taken to address such conditions.
5. The Recipient shall cause REMA to maintain, throughout Project implementation, and publicize the availability of a grievance redress system, in a form and substance satisfactory to the World Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such grievance redress system in a manner satisfactory to the World Bank.
6. Without limitation to excluded expenditures set forth in the Project Implementation Manual or ESMF, the following activities shall not be eligible to be carried out under Part 1 and to be funded under the Project:
 - (a) any activities that would lead to conversion or degradation of critical natural habitats or their supporting areas;
 - (b) any activities that would lead to conversion or degradation of critical forest areas, related critical natural habitats, clearing of forests or forest ecosystems;
 - (c) any activities that would involve the use of pesticides; and,
 - (d) any activities that would lead to involuntary resettlement or restriction of access to protected areas or natural parks.

E. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016, ("Anti-Corruption Guidelines").

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.
2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

Section III. Procurement

All goods, works, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in the "World Bank Procurement Regulations for IPF Borrowers" dated July 2016 ("Procurement Regulations"), and the provisions of the Recipient's procurement plan for the Project ("Procurement Plan") dated November 3, 2017 provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "Disbursement Guidelines for Investment Project Financing" dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Incremental Operating Costs under the Project	3,382,000	100%
TOTAL AMOUNT	3,382,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2019.

APPENDIX

Definitions

1. "District" means the administrative subdivision of the Recipient, established pursuant to the Recipient's Organic Law No. 29/2005 of December 31, 2005.
2. "Environmental and Social Management Framework" or "ESMF" means the Recipient's framework, dated October 18, 2017, disclosed on October 20, 2017 in country and at the World Bank's Infoshop November 9, 2017, adopted for this Project and setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, that have been identified by the Recipient and the Project Implementing Entity to eliminate any adverse environmental and social impacts of Project activities, offset them or reduce them to acceptable levels, or enhance positive impacts, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any schedules or annexes to said Framework.
3. "NDF" means Nordic Development Fund.
4. "Incremental Operating Costs" mean the incremental expenses incurred by the Recipient on account of Project implementation, management, and monitoring, including expenses for workshop venues; workshop materials; operations and maintenance; costs of Project vehicles and office equipment; office supplies and consumables; communication charges; per diem and travel costs for Project staff, reasonable bank charges and public awareness-related media expenses, but excluding salaries of civil/public servants.
5. "Project Implementing Entity" means the Rwanda Environmental Management Agency.
6. "Project Implementing Entity Legislation" means the Recipient's Law No. 63/2013 of August 27, 2013, determining the mission, organization and functioning of the REMA, published on the Official Gazette No. 41 of 14/10/2013.
7. "Project Implementation Manual" or "PIM" means the Project Implementation Manual in form and substance acceptable to the World Bank prepared by the Project Implementing Entity in accordance with the provisions of Section I.C1 of Schedule 2 to this Agreement, as the same may be amended in accordance with the provisions of said Section.
8. "Rwanda Environment Management Authority" or "REMA" means the Recipient's entity, established and operating pursuant to the Project Implementing Entity Legislation, or the legal successor thereto.

9. "Selected Districts" mean the Districts of Rustiro, Ngororero, Nyabihu and Rubara in the Recipient's territory.
10. "Single Project Implementation Unit" of "SPIU" means the unit within REMA responsible for the day-to-day implementation of the Project and referred to in Section I.B of Schedule 2 to this Project and comprising officials responsible for finance and administration, procurement, accounting human resource management and technical specialists.
11. "Training" means the costs of training under the Project, based on an annual work plan approved by the World Bank, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation (excluding consultant services).

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 63/01 ryo ku wa 16/03/2018 ryemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 27 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) gikora nk'Urwego ruyobora Ikigega cyihariye cya NDF kigamije gutera inkunga Gahunda y'Imihindagurikire y'Ikirere muri Afurika, yerekeranye n'impano ingana na miliyoni eshatu n'ibihumbi magana atatu na mirongo inani na bibiri z'amayero (3.382.000 EUR) agenewe kunonosora mu buryo bwihuse kandi burambye imishinga y'ibikorwa by'uruhererekane nyongeragaciro ku makara n'inkwi

Seen to be annexed to Presidential Order n°63/01 of 16/03/2018 ratifying the Grant Agreement signed at Kigali, Rwanda on 27 December 2017, between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Africa NDF Climate Change Program Single-Donor Trust Fund, relating to the grant of three million three hundred and eighty-two thousand Euros (EUR 3,382,000) for improving the efficiency and sustainability of charcoal and wood fuel value chains project

Vu pour être annexé à l'Arrêté Présidentiel n°63/01 du 16/03/2018 ratifiant l'Accord de don signé à Kigali, au Rwanda le 27 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds spécial NDF pour le Programme des Changements Climatiques en Afrique, relatif au don de trois millions trois cent quatre-vingt-deux mille Euros (3.382.000 EUR) pour améliorer l'efficiencia et la durabilité du projet de chaînes de mise en valeur du charbon de bois et bois de chauffage

Official Gazette n° Special of 20/03/2018

Kigali, ku wa **16/03/2018**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Kigali, on **16/03/2018**

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le **16/03/2018**

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

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

ITEKA RYA PEREZIDA N° 64/01 RYO KU WA 16/03/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 21 UKUBOZA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU N'ESHESHATU N'IBIHUMBI MAGANA ARINDWI Z'AMADETESI (56.700.000 DTS) YO GUSHYIGIKIRA UMUSHINGA WO GUFASHA ABATISHOBOYE

PRESIDENTIAL ORDER N°64/01 OF 16/03/2018 RATIFYING THE FINANCING AGREEMENT SIGNED AT KIGALI, RWANDA, ON 21 DECEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO A CREDIT OF FIFTY-SIX MILLION SEVEN HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 56,700,000) FOR STRENGTHENING SOCIAL PROTECTION PROJECT

ARRETE PRESIDENTIEL N°64/01 DU 16/03/2018 RATIFIANT L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA, LE 21 DECEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE CINQUANTE-SIX MILLIONS SEPT CENT MILLE DROITS DE TIRAGE SPECIAUX (56.700.000 DTS) POUR LE RENFORCEMENT DU PROJET DE PROTECTION SOCIALE

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIERES

Ingingo ya mbere: Kwemeza burundu

Article One: Ratification

Article premier: Ratification

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Article 2: Authorities responsible for the implementation of this Order

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

Ingingo ya3: Igihe iteka ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 64/01 RYO KU WA 16/03/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 21 UKUBOZA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU N'ESHESHATU N'IBIHUMBI MAGANA ARINDWI Z'AMADETESI (56.700.000 DTS) YO GUSHYIGIKIRA UMUSHINGA WO GUFASHA ABATISHOBOYE

Twebwe, 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'ya 176;

Dushingiye ku Itegeko n° 005/2018 ryo ku wa 16/03/2018 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 21 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu

PRESIDENTIAL ORDER N°64/01 OF 16/03/2018 RATIFYING THE FINANCING AGREEMENT SIGNED AT KIGALI, RWANDA, ON 21 DECEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO A CREDIT OF FIFTY-SIX MILLION SEVEN HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 56,700,000) FOR STRENGTHENING SOCIAL PROTECTION 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° 005/2018 of 16/03/2018 approving the ratification of the Financing Agreement signed at Kigali, Rwanda, on 21 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to a credit of fifty-six million seven hundred thousand Special

ARRETE PRESIDENTIEL N° 64/01 DU 16/03/2018 RATIFIANT L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA, LE 21 DECEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE CINQUANTE-SIX MILLIONS SEPT CENT MILLE DROITS DE TIRAGE SPECIAUX (56.700.000 DTS) POUR LE RENFORCEMENT DU PROJET DE PROTECTION SOCIALE

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° 005/2018 du 16/03/2018 approuvant la ratification de l'Accord de Financement signé à Kigali, au Rwanda, le 21 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cinquante-six millions sept cent mille Droits de

Official Gazette n° Special of 20/03/2018

n'esheshatu n'ibihumbi magana arindwi z'Amadetsi (56.700.000 DTS) yo gushyigikira umushinga wo gufasha abatishoboye;

Tumaze kubona Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 21 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana arindwi z'Amadetsi (56.700.000 DTS) yo gushyigikira umushinga wo gufasha abatishoboye;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 21 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana arindwi z'Amadetsi (56.700.000 DTS) yo gushyigikira umushinga wo gufasha abatishoboye, ari ku mugereka w'iri teka

Drawing Rights (SDR 56,700,000) for strengthening social protection project;

Considering the Financing Agreement signed at Kigali, Rwanda, on 21 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to a credit of fifty-six million seven hundred thousand Special Drawing Rights (SDR 56,700,000) for strengthening social protection project;

On proposal by the Minister of Finance and Economic Planning;

HAVE ORDERED AND HEREBY ORDER:

Article One: Ratification

The Financing Agreement signed at Kigali, Rwanda, on 21 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to a credit of fifty-six million seven hundred thousand Special Drawing Rights (SDR 56,700,000) for strengthening social protection project, annexed to this Order is ratified and becomes fully effective.

Tirage Spéciaux (56.700.000 DTS) pour le renforcement du projet de protection sociale;

Considérant l'Accord de Financement signé à Kigali, au Rwanda, le 21 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cinquante-six millions sept cent mille Droits de Tirage Spéciaux (56.700.000 DTS) pour le renforcement du projet de protection sociale;

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

AVONS ARRETE ET ARRETONS:

Article premier: Ratification

L'Accord de Financement signé à Kigali, au Rwanda, le 21 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cinquante-six millions sept cent mille Droits de Tirage Spéciaux (56.700.000 DTS) pour le renforcement du projet de protection sociale, annexé au présent arrêté est ratifié et sort son plein et entier effet.

yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga, Ubutwererane n'Umuryango w'Ibihugu by'Afurika y'Iburasirazuba na Minisitiri w'Ubutegetsi bw'Igihugu bashinzwe 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.

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, Cooperation and East African Community 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.

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, de la Coopération et de la Communauté d'Afrique de l'Est 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.

Official Gazette n° Special of 20/03/2018

Kigali, ku wa **16/03/2018**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Kigali, on **16/03/2018**

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le **16/03/2018**

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

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

UMUGEREKA W'ITEKA RYA
PEREZIDA N°64/01 RYO KU WA
16/03/2018 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA, KU WA 21 UKUBOZA
2017, HAGATI YA REPUBULIKA Y'U
RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA),
YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI MIRONGO
ITANU N'ESHESHATU N'IBIHUMBI
MAGANA ARINDWI Z'AMADETESI
(56.700.000 DTS) YO GUSHYIGIKIRA
UMUSHINGA WO GUFASHA
ABATISHOBOYE

ANNEX TO PRESIDENTIAL ORDER
N°64/01 OF 16/03/2018 RATIFYING THE
FINANCING AGREEMENT SIGNED AT
KIGALI, RWANDA, ON 21 DECEMBER
2017, BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO A CREDIT OF FIFTY-SIX
MILLION SEVEN HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 56,700,000) FOR
STRENGTHENING SOCIAL
PROTECTION PROJECT

ANNEXE A L'ARRETE PRESIDENTIEL
N°64/01 DU 16/03/2018 RATIFIANT
L'ACCORD DE FINANCEMENT SIGNE A
KIGALI, AU RWANDA, LE 21
DECEMBRE 2017, ENTRE LA
REPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE DE
DEVELOPPEMENT (IDA), RELATIF AU
CREDIT DE CINQUANTE-SIX MILLIONS
SEPT CENT MILLE DROITS DE TIRAGE
SPECIAUX (56.700.000 DTS) POUR LE
RENFORCEMENT DU PROJET DE
PROTECTION SOCIALE

CREDIT NUMBER 6169-RW

Financing Agreement

(Strengthening Social Protection Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6169-RW

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF RWANDA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form 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 a credit, deemed by the Association to be on concessional terms, as set forth or referred to in this Agreement, in an amount equivalent to fifty-six million seven hundred thousand Special Drawing Rights (SDR 56,700,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are June 15 and December 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 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out, through the Ministry of Local Government (MINALOC), Part 3(i) of the Project and cause Parts 1, 2 and 3(ii) of the Project to be carried out by the Local Administrative Entities Development Agency (LODA) in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
- (a) the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement; and,
 - (b) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.
- 4.02. The Additional Events of Acceleration consist of the following:
- (a) the event specified in paragraph (a) of Section 4.01 of this Agreement occurs; and,
 - (b) the event specified in paragraph (b) of Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity and all conditions precedent to its effectiveness, save for the effectiveness of this Agreement, shall have been met.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
250-252-57-75-81	mfin@minecofin.gov.rw

- 6.03. For purposes of Section 11.01 of the General Conditions: (a) The Association's address is:

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

(b) the Association's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423 (MCI)	1-202-477-6391	infokenya@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By



Authorized Representative

Name: Claver Gatete

Title: Minister

Date: 21st Dec 2017



INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Yasser El-Gammai

Title: Country Manager

Date: December 21, 2017



SCHEDULE 1

Project Description

The objective of the Project is to improve the effectiveness of Rwanda's social protection system, notably the flagship *Vision 2020 Umurenge Program* (VUP), for targeted vulnerable groups.

The Project consists of the following parts:

Part 1. Improving Coverage, Adequacy and Effectiveness of the VUP Cash Transfers

Supporting Eligible Vulnerable Households through:

- (a) Direct Support cash transfers;
- (b) Classic Public Works; and,
- (c) Expanded Public Works, including through the new childcare model of Expanded Public Works.

Part 2. Enhancing Access to Human Capital and Economic Inclusion Services

- (a) Promoting nationwide sensitization and community mobilization around social protection issues through, *inter alia*, awareness raising and understanding of rights and responsibilities around social protection and complementary services, including Behavior Change Communication campaigns.
- (b) Improving parenting and childcare services for vulnerable households in targeted communities through, *inter alia*, community level support to promote cognitive stimulation of young children, appropriate feeding practices, the use of maternal and child health and nutrition services and quality enhancement and supervision to the new childcare model of Expanded Public Works.
- (c) Supporting enhancement of sustainable livelihoods, including through caseworker support to priority vulnerable households.

Part 3. Delivery Systems, policy, and program management

- (a) Institutional strengthening and building capacity of MINALOC for, *inter alia* evidence-based policy and VUP development on social protection issues.
- (b) Institutional strengthening and building capacity of LODA and key social protection entities at district, sector and cell levels for, *inter alia*, carrying out Project implementation, monitoring and evaluation, and operationalizing and upgrading social protection service delivery systems, including, *inter alia*, the new Citizen Monitoring System.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements.

Single Project Implementation Unit – MINALOC

1. The Recipient shall: (a) maintain, within MINALOC, the Single Project Implementation Unit (MINALOC-SPIU) throughout Project implementation, and no later than three (3) months after the Effective Date, appoint within MINALOC-SPIU, a team comprised of a social protection policy advisor, a social protection sector working group coordinator, a national nutrition specialist, and such other technical, safeguards and fiduciary specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the SPIU has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the Project Implementation Plan.
2. The MINALOC-SPIU shall be responsible for day-to-day management and implementation of Part 3(i) of the Project, including financial management, procurement, safeguards and monitoring and evaluation.

Single Project Implementation Unit – LODA

3. The Recipient shall cause LODA to: (a) maintain the Single Project Implementation Unit (LODA-SPIU) throughout Project implementation, and no later than three (3) months after the Effective Date, appoint within LODA-SPIU a team of dedicated staff to carry out the Project, headed by a social protection coordinator and comprising of a monitoring, evaluation and learning specialist, two social protection specialists, two social protection MEIS specialist, one data analyst, two safeguard specialists, one procurement specialist, two financial management specialists, one financial compliance monitoring specialist, one internal auditor and such other technical, safeguards and fiduciary specialists as may be agreed with the Association, all under terms of reference and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the LODA-SPIU has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the Project Implementation Plan, agreed with the Association.
4. The LODA-SPIU shall be responsible for day-to-day management and implementation of Parts 1, 2 and 3(ii) of the Project, including financial management, procurement, safeguards, and monitoring and evaluation.

B. Subsidiary Agreement.

1. To facilitate the carrying out of the Parts 1, 2 and 3(ii) of the Project by the Project Implementing Entity, the Recipient shall make part of the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association, which shall include: (i) the obligation of the Recipient to provide part of the Credit on a grant basis to LODA; and, (ii) the right of the Recipient to suspend or terminate the right of the Project Implementing Entity to use said proceeds of the financing, or to obtain a refund of all or any part of the amount of the financing then withdrawn, upon the Project Implementing Entity failure to perform any of the obligations under the Subsidiary Agreement.
2. The Subsidiary Agreement shall further include the obligation of the Project Implementing Entity to:
 - (a) implement the Parts 1, 2, 3(ii) of the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, including the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds, other than the Recipient, Safeguards Instruments, and in accordance with the provisions of this Agreement;
 - (b) (i) procure all goods, works and services required under said Parts 1, 2, 3(ii) of the Project and to be financed out of the proceeds of the Financing in accordance with the General Conditions; and (ii) ensure that all such goods, works and services are used exclusively for the purposes of said Parts 1, 2, 3(ii);
 - (c) ensure that all facilities relevant to said Parts 1, 2, 3(ii) shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed;
 - (d) with respect to records management: (i) maintain records adequate to record the progress of said Parts 1, 2, 3(ii) of the Project (including its cost and the benefits to be derived from it), to identify the goods, works and services financed out of the proceeds of the Financing and disclose their use in said parts; (ii) furnish such records and information as may be requested by the Recipient or the Association; and (iii) retain all records evidencing expenditures under said Parts of the Project for the period of time specified in the General Conditions;

- (e) with respect to monitoring and evaluation: (i) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Recipient and the Association, the progress of said Parts 1, 2, 3(ii) of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the Recipient and the Association, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the Parts 1, 2, 3(ii) of the Project and to achieve its objective, each such report to cover a calendar semester; (iii) furnish each such report to the Recipient and the Association within forty-five (45) days after the end of such period; and (iv) prepare, and furnish to the Recipient a final report, of such scope and in such detail as the Recipient and the Association shall reasonably request, on the execution of said Parts 1, 2, 3(ii) of the Project, and furnish the same to the Recipient and the Association not later than six (6) months after the end of the Project;
 - (f) with respect to financial management: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Recipient and the Association, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to said Parts 1, 2, 3(ii) of the Project; (ii) avail the records pertaining to said parts to external and internal auditors; (iii) prepare interim financial reports covering each quarter, and furnish them to the Recipient and the Association not later than forty-five (45) days after the end of the period covered by such reports, and provide such other information concerning such financial statements as the Recipient or the Association may from time to time reasonably request; and (iv) have its financial statements audited by independent auditors and applying standards both acceptable to the Association at least once in each fiscal year;
 - (g) for purposes of carrying out Parts 1 and 2 of the Project, enter into District Agreements, under terms and conditions acceptable to the Association, with Districts, as further detailed in the Project Agreement; and,
 - (h) enable the Recipient and the Association to inspect the Parts 1, 2, 3(ii) of the Project, their operations and any relevant records and documents.
3. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Project Financial Management Guidelines ("FM Guidelines")

1. The Recipient shall, and shall cause LODA to adopt, not later than three (3) months after the Effective Date, the FM Guidelines, in a manner and substance satisfactory to the Association.
2. The Recipient shall, and shall cause LODA to carry out the Project in accordance with the FM Guidelines, which shall contain detailed guidelines, methods and procedures for the implementation of the financial management and internal audit aspects of the Project; and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the FM Guidelines.
3. In case of conflict between the provisions of the FM Guidelines and this Agreement, those of this Agreement shall prevail.

D. Project Procurement Guidelines ("Procurement Guidelines")

1. The Recipient shall, and shall cause LODA to adopt, not later than three (3) months after the Effective Date, the Procurement Guidelines, in a manner and substance satisfactory to the Association.
2. The Recipient shall, and shall cause LODA to carry out the Project in accordance with the Procurement Guidelines, which shall contain detailed guidelines, methods and procedures for the implementation of the procurement and contract management aspects of the Project; and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Procurement Guidelines.
3. In case of conflict between the provisions of the Procurement Guidelines and this Agreement (which incorporates the General Conditions), those of this Agreement shall prevail.

E. Project Implementation Plan

1. The Recipient shall, and shall cause LODA to adopt, not later than three (3) months after the Effective Date, the Project Implementation Plan, in a manner and substance satisfactory to the Association.
2. The Recipient shall, and shall cause LODA to carry out the Project in accordance with the Project Implementation Plan, which shall contain detailed work flow, methods and procedures for the implementation of the Project, including but not limited to: (i) administration and coordination including placement of necessary

human resources; (ii) performance indicators of the Project; (iii) monitoring and evaluation—internal and external; (iv) social and environmental safeguards; (v) corruption and fraud measures; (vi) roles and responsibilities of various agencies in the implementation of the Project; and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Project Implementation Plan.

3. In case of conflict between the provisions of the Project Implementation Plan and this Agreement, those of this Agreement shall prevail.

F. VUP Operations Manual (“VUP-OM”)

1. The Recipient shall cause LODA to carry out Part 1 of the Project in accordance with the VUP-OM, satisfactory to the Association, which shall contain detailed guidelines, methods and procedures for the implementation of the Part 1 of the Project, including: (i) beneficiary eligibility and selection process; (ii) beneficiary enrollment in VUP; (iii) amounts of cash transfers and other benefits; (iv) monitoring and evaluation; (v) process for management of grievances under the Citizen Monitoring System; (vi) process for initial implementation, evaluation and scale up of activities under Part 1 of the Project; and (vii) such other arrangements and procedures as shall be required for the effective implementation of the Project; and except as the Association shall otherwise agree in writing, permit to be amended or waived any provision of the VUP-OM.
2. In case of conflict between the provisions of the VUP-OM and this Agreement, those of this Agreement shall prevail.

G. Annual Work Plan and Budget

1. The Recipient shall, and shall cause LODA to not later than May 30th of each year (commencing on May 2018), prepare and furnish to the Association, an annual work plan, in form and substance satisfactory to the Association, informed by PIP and containing activities proposed for implementation under the Project and milestones to be achieved during the following Fiscal Year, together with a proposed budget for the purpose.
2. The Recipient shall, and shall cause LODA exchange views with the Association on each such proposed Annual Work Plan and Budget, and shall thereafter adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with the Association, as such plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the Association.

H. Safeguards.

1. The Recipient shall carry out, and shall cause the Project Implementing Entity and Districts to carry out, the Project in accordance with the provisions of the Safeguards Instruments.
2. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the Safeguard Instruments or any provision thereof without prior approval in writing by the Association, subject to the same approval requirements as applicable to the adoption of the said instruments. If any environmental and social plans, including resettlement action plans, are required under any of the Safeguard Instruments, the Recipient shall or shall cause LODA:
 - (a) (i) prepare such plans in accordance with the applicable Safeguard Instrument; (ii) carry out consultations upon such plans; (iii) furnish such plans to the Association for review and approval; and (iv) thereafter adopt such plans to implementation of the activities; and
 - (b) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such plans.
3. The Recipient shall ensure that all technical assistance under the Project, application of whose results would have environmental, social or health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the Association's environmental and social safeguard policies and the Recipient's own laws relating to the environment, social and health and safety aspects.
4. If any activity under the Project would involve Affected Persons, the Recipient shall and shall cause the Project Implementing Entity and Districts to: (a) ensure that no physical or economic displacement shall occur before resettlement measures under a resettlement action plan is prepared in accordance with the RPF, including, in the case of either physical or economic displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been implemented; and (b) provide from its own resources, any financing required for any measures under sub-paragraph (a) above including any costs associated with land acquisition required for the Project.
5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall for each of the Safeguards Instruments including the related environmental and social plans, collect, compile and furnish to the Association on a six (6)-monthly basis (or with more frequency or in a separate report whenever

the circumstances warrant), reports in form and substance satisfactory to the Association, on the status of compliance with such Safeguard Instrument including the related environmental and social plans, as part of the Project Reports, giving details of:

- (a) measures taken in furtherance of the Safeguards Instruments including the environmental and social plans;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments including the environmental and social plans; and
 - (c) remedial measures taken or required to be taken to address such conditions.
6. The Recipient shall cause the LODA to maintain, throughout Project implementation, and publicize the availability of the Citizen Monitoring System, in a form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project by Project affected persons, and take all measures necessary to implement the determinations made by the Citizen Monitoring System in a manner satisfactory to the Association.
7. Without limitation to excluded expenditures set forth in the Project Implementation Plan, the following activities shall not be eligible to be carried out under Part 1 and to be funded under the Project:
- (a) any activities that would lead to conversion or degradation of critical natural habitats or their supporting areas;
 - (b) any activities that would lead to conversion or degradation of critical forest areas, related critical natural habitats, clearing of forests or forest ecosystems;
 - (c) any activities that would involve the use of pesticides; and,
 - (d) any rehabilitation or construction works involving national roads, Districts class I roads, District class II roads, and feeder roads.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, Works, non-consulting services and cash transfers under Parts 1 (i) and (ii) of the Project	38,560,000	100%
(2) Goods, works, non-consulting services and cash transfers under Part 1 (iii) of the Project	9,950,000	100%
(3) Goods, works, non-consulting services, consulting services for Part 2 of the Project	4,610,000	100%
(4) Goods, non-consulting services, consulting services, Training and Incremental Operating Costs for Part 3(i) of the Project	380,000	37%
(5) Goods, non-consulting services, consulting services, Training and Incremental Operating Costs for Part 3(ii) of the Project	3,200,000	48%
TOTAL AMOUNT	56,700,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (b) under Category 2 unless and until the Recipient has adopted the updated VUP-OM referred to in Section F of Schedule 2 to this Agreement, in form and substance satisfactory to the Association, to include guidelines and procedures for among others, the new childcare Expanded Public Works model.
2. The Closing Date is June 30, 2021.

Section IV. Other Undertakings

1. No later than six (6) months after the Effective Date, the Recipient shall and shall cause LODA to adopt the Guidelines for Caseworkers, in form and substance satisfactory to the Association, which shall include, *inter alia*: (a) design features and implementation modalities; (b) operational tools and arrangements for institutional coordination; (c) training procedures including necessary materials; and (d) plan for monitoring and evaluation.
2. No later than six (6) months after the Effective Date, the Recipient shall and shall cause LODA to adopt the Guidelines for Sustainable Livelihood Enhancements, in form and substance satisfactory to the Association, which shall include, *inter alia*, the process for initial implementation, evaluation, and scale up of Project activities under Part 2(iii) of the Project.
3. By no later than November 30, 2019, or by any such later date as the Association agrees, the Recipient shall, and shall cause LODA to carry out a mid-term review of the Project, under terms of reference satisfactory to the Association. Thereafter, and based on the mid-term review's results and conclusions and the Association's views on the matter, the Recipient shall, and shall cause LODA to, promptly implement all the required measures to ensure the efficient achievement of the Project's objectives, in a manner satisfactory to the Association.
4. For purposes of Part 3 of the Project, the Recipient shall maintain at all times during Project implementation, in Rwandan Francs, in its central bank, a separate account under terms and conditions acceptable to the Association ("Counterpart Fund Account"), into which it shall deposit, at the beginning of each semester of Recipient's fiscal year, the Recipient's counterpart funds in amounts necessary to meet the cost of carrying out Part 3 the Project, as further detailed in the agreed Annual Work Plan and Budget.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage) *
On each June 15 and December 15, commencing June 15, 2024 to and including December 15, 2055	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 3.05 (b) of the General Conditions.

19. "Safeguard Instruments" means the ESMF and the RPF.
20. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
21. "Subsidiary Agreement" means the subsidiary agreement referred to in Section I.B. of Schedule 2 to this Agreement.
22. "Subsidiary Financing" means the amount of the Credit to be made available to LODA, and referred to in Section I.B. of Schedule 2 to this Agreement.
23. "Training" means the reasonable costs associated with training, workshops and study tours provided under the Project, based on an Annual Work Plan and Budget approved by the Association pursuant to Section I.G. of Schedule 2 to this Agreement, consisting of reasonable expenditures (other than expenditures for consulting services) for (a) local and international travel, room, board incurred by trainers and trainees in connection to their training; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.
24. "VUP" means *Vision 2020 Umurenge Program*, the Recipient's main social protection program.
25. "VUP-OM" means the VUP program document and the VUP implementation guidelines for the Project, acceptable to the Association, and referred to in Section I.F of Schedule 2 to this Agreement.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 64/01 ryo ku wa 16/03/2018 ryemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 21 ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'esheshatu n'ibihumbi magana arindwi z'amadetsi (56.700.000 DTS) yo gushyigikira umushinga wo gufasha abatishoboye

Kigali, ku wa 16/03/2018

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
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°64/01 of 16/03/2018 ratifying the Financing Agreement signed at Kigali, Rwanda, on 21 December 2017, between the republic of Rwanda and the international development association (IDA), relating to a credit of fifty-six million seven hundred thousand special drawing rights (SDR 56,700,000) for strengthening social protection project

Kigali, on 16/03/2018

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
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° 64/01 du 16/03/2018 ratifiant l'Accord de Financement signé à Kigali, au Rwanda, le 21 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cinquante-six millions sept cent mille Droits de Tirage Spéciaux (56.700.000 DTS) pour le renforcement du projet de protection sociale

Kigali, le 16/03/2018

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

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

ITEKA RYA PEREZIDA N° 65/01 RYO KU WA 16/03/2018 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 07 UKUBOZA 2017, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) GIKORA NK'URWEGO RUYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA B'ITERAMBERE RY'IMIHANDA Y'UBUHAHIRANE MU RWANDA, YEREKERANYE N'IMPANO Y'INYONGERA INGANA NA MILIYONI MIRONGO ITANDATU N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (68.000.000 USD) AGENEWE UMUSHINGA WO GUTUNGANYA IMIHANDA Y'UBUHAHIRANE BW'ICYARO

PRESIDENTIAL ORDER N°65/01 OF 16/03/2018 RATIFYING THE GRANT AGREEMENT SIGNED AT KIGALI, RWANDA, ON 07 DECEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE RWANDA FEEDER ROADS DEVELOPMENT MULTI-DONOR TRUST FUND, RELATING TO THE ADDITIONAL GRANT OF SIXTY-EIGHT MILLION AMERICAN DOLLARS (USD 68,000,000) FOR THE FEEDER ROADS DEVELOPMENT PROJECT

ARRETE PRESIDENTIEL N°65/01 DU 16/03/2018 RATIFIANT L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 07 DECEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA) AGISSANT EN QUALITE D'ADMINISTRATEUR DU FONDS MULTI-DONATEURS POUR L'AMENAGEMENT DES ROUTES DE DESSERTE DU RWANDA, RELATIF AU DON ADDITIONNEL DE SOIXANTE-HUIT MILLIONS DE DOLLARS AMERICAINS (68.000.000 USD) POUR LE PROJET D'AMENAGEMENT DES ROUTES DE DESSERTE

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

TABLE OF CONTENTS

Article One: Ratification

Article 2: Authorities responsible for the implementation of this Order

Article 3: Commencement

TABLE DES MATIERES

Article premier: Ratification

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

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 65/01 RYO KU WA 16/03/2018 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 07 UKUBOZA 2017, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) GIKORA NK'URWEGO RUYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA B'ITERAMBERE RY'IMIHANDA Y'UBUHAHIRANE MU RWANDA, YEREKERANYE N'IMPANO Y'INYONGERA INGANA NA MILIYONI MIRONGO ITANDATU N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (68.000.000 USD) AGENEWE UMUSHINGA WO GUTUNGANYA IMIHANDA Y'UBUHAHIRANE BW'ICYARO

PRESIDENTIAL ORDER N°65/01 OF 16/03/2018 RATIFYING THE GRANT AGREEMENT SIGNED AT KIGALI, RWANDA, ON 07 DECEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE RWANDA FEEDER ROADS DEVELOPMENT MULTI-DONOR TRUST FUND, RELATING TO THE ADDITIONAL GRANT OF SIXTY-EIGHT MILLION AMERICAN DOLLARS (USD 68,000,000) FOR THE FEEDER ROADS DEVELOPMENT PROJECT

ARRETE PRESIDENTIEL N°65/01 DU 16/03/2018 RATIFIANT L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 07 DECEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA) AGISSANT EN QUALITE D'ADMINISTRATEUR DU FONDS MULTI-DONATEURS POUR L'AMENAGEMENT DES ROUTES DE DESSERTE DU RWANDA, RELATIF AU DON ADDITIONNEL DE SOIXANTE-HUIT MILLIONS DE DOLLARS AMERICAINS (68.000.000 USD) POUR LE PROJET D'AMENAGEMENT DES ROUTES DE DESSERTE

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

Dushingiye ku Itegeko n° 006/2018 ryo ku wa 16/03/2018 ryemera kwemeza burundu Amasezerano y'Impano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Ukuboza 2017, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga

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° 006/2018 of 16/03/2018 approving the ratification of the Grant Agreement signed at Kigali, Rwanda, on 07 December 2017, between the Republic of Rwanda and the International Bank for Reconstruction and

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° 006/2018 du 16/03/2018 approuvant la ratification de l'Accord de Don signé à Kigali, au Rwanda, le 07 décembre 2017, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement et

Official Gazette n° Special of 20/03/2018

y’Iterambere n’Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) gikora nk’urwego ruyobora Ikigega gihuriweho n’abaterankunga b’iterambere ry’imihanda y’ubuhahirane mu Rwanda, yerekeranye n’impano y’inyongera ingana na miliyoni mirongo itandatu n’umunani z’amadolari y’Abanyamerika (68.000.000 USD) agenewe umushinga wo gutunganya imihanda y’ubuhahirane bw’icyaro;

Tumaze kubona Amasezerano y’Impano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Ukuboza 2017, hagati ya Repubulika y’u Rwanda na Banki Mpuzamahanga y’Iterambere n’Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) gikora nk’urwego ruyobora Ikigega gihuriweho n’abaterankunga b’iterambere ry’imihanda y’ubuhahirane mu Rwanda, yerekeranye n’impano y’inyongera ingana na miliyoni mirongo itandatu n’umunani z’amadolari y’Abanyamerika (68.000.000 USD) agenewe umushinga wo gutunganya imihanda y’ubuhahirane bw’icyaro;

Bisabwe na Minisitiri w’Imari n’Igenamigambi;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y’impano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Ukuboza 2017, hagati ya Repubulika y’u Rwanda na Banki Mpuzamahanga y’Iterambere n’Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) gikora nk’urwego ruyobora

Development and International Development Association (IDA) acting as Administrator of the Rwanda Feeder Roads Development Multi-Donor Trust Fund, relating to the additional grant of sixty-eight million American Dollars (USD 68,000,000) for the Feeder Roads Development Project;

Considering the Grant Agreement signed at Kigali, Rwanda, on 07 December 2017, between the Republic of Rwanda and the International Bank for Reconstruction and Development and International Development Association (IDA) acting as Administrator of the Rwanda Feeder Roads Development Multi-Donor Trust Fund, relating to the additional grant of sixty-eight million American Dollars (USD 68,000,000) for the Feeder Roads Development Project;

On proposal by the Minister of Finance and Economic Planning;

HAVE ORDERED AND HEREBY ORDER:

Article One: Ratification

The Grant Agreement signed at Kigali, Rwanda, on 07 December 2017, between the Republic of Rwanda and the International Bank for Reconstruction and Development and International Development Association (IDA) acting as administrator of the

l’Association Internationale de Développement (IDA) agissant en qualité d’administrateur du Fonds Multi-Donateurs pour l’Aménagement des Routes de Desserte du Rwanda, relatif au don additionnel de soixante-huit millions de dollars Américains (68.000.000 USD) pour le projet d’aménagement des routes de desserte;

Considérant l’Accord de Don signé à Kigali, au Rwanda, le 07 décembre 2017, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement et l’Association Internationale de Développement (IDA) agissant en qualité d’administrateur du Fonds Multi-Donateurs pour l’Aménagement des Routes de Desserte du Rwanda, relatif au don additionnel de soixante-huit millions de dollars Américains (68.000.000 USD) pour le projet d’aménagement des routes de desserte;

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

AVONS ARRETE ET ARRETONS:

Article premier: Ratification

L’Accord de don signé à Kigali, au Rwanda, le 07 décembre 2017, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement et l’Association Internationale de Développement (IDA) agissant en qualité

Ikigega gihuriweho n'Abaterakunga b'iterambere ry'imihanda y'ubuhahirane mu Rwanda, yerekeranye n'impano y'inyongera ingana na miliyoni mironko itandatu n'umunani z'amadolari y'Abanyamerika (68.000.000 USD) agenewe umushinga wo gutunganya imihanda y'ubuhahirane bw'icyaro, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga, Ubutwererane n'Umuryango w'Ibihugu by'Afurika y'Iburasirazuba na Minisitiri w'Ibikorwaremezo bashinzwe 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 **16/03/2018**

Rwanda Feeder Roads Development Multi-Donor Trust Fund, relating to the additional grant of sixty-eight million American Dollars (USD 68,000,000) for the Feeder Roads 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, Cooperation and East African Community and the Minister of Infrastructure are entrusted with the implementation of this Order.

Article 3: Commencement

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

Kigali, on **16/03/2018**

d'administrateur du Fonds Multi-Donateurs pour l'Aménagement des Routes de Desserte du Rwanda, relatif au don additionnel de soixante-huit millions de dollars Américains (68.000.000 USD) pour le projet d'aménagement des routes de desserte, 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, de la Coopération et de la Communauté d'Afrique de l'Est et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

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

Kigali, le **16/03/2018**

Official Gazette n° Special of 20/03/2018

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Minisitiri w’Intebe

(sé)
Dr. NGIRENTE Edouard
Prime Minister

(sé)
Dr. NGIRENTE Edouard
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°65/01 RYO KU WA
16/03/2018 RYEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA, KU WA 07 UKUBOZA
2017, HAGATI YA REPUBULIKA Y'U
RWANDA NA BANKI
MPUZAMAHANGA Y'ITERAMBERE
N'IKIGEGA MPUZAMAHANGA
GITSURA AMAJYAMBERE (IDA)
GIKORA NK'URWEGO RUYOBORA
IKIGEGA GIHURIWEHO
N'ABATERANKUNGA B'ITERAMBERE
RY'IMIHANDA Y'UBUHAHIRANE MU
RWANDA, YEREKERANYE N'IMPANO
Y'INYONGERA INGANA NA
MILIYONI MIRONGO ITANDATU
N'UMUNANI Z'AMADOLARI
Y'ABANYAMERIKA (68.000.000 USD)
AGENEWE UMUSHINGA WO
GUTUNGANYA IMIHANDA
Y'UBUHAHIRANE BW'ICYARO

ANNEX TO PRESIDENTIAL ORDER
N°65/01 OF 16/03/2018 RATIFYING THE
GRANT AGREEMENT SIGNED AT
KIGALI, RWANDA, ON 07 DECEMBER
2017, BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
BANK FOR RECONSTRUCTION AND
DEVELOPMENT AND INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA)
ACTING AS ADMINISTRATOR OF THE
RWANDA FEEDER ROADS
DEVELOPMENT MULTI-DONOR TRUST
FUND, RELATING TO THE
ADDITIONAL GRANT OF SIXTY-EIGHT
MILLION AMERICAN DOLLARS (USD
68,000,000) FOR THE FEEDER ROADS
DEVELOPMENT PROJECT

ANNEXE A L'ARRETE PRESIDENTIEL
N°65/01 DU 16/03/2018 RATIFIANT
L'ACCORD DE DON SIGNE A KIGALI,
AU RWANDA, LE 07 DECEMBRE 2017,
ENTRE LA REPUBLIQUE DU RWANDA
ET LA BANQUE INTERNATIONALE
POUR LA RECONSTRUCTION ET LE
DEVELOPPEMENT ET L'ASSOCIATION
INTERNATIONALE DE
DEVELOPPEMENT (IDA) AGISSANT EN
QUALITE D'ADMINISTRATEUR DU
FONDS MULTI-DONATEURS POUR
L'AMENAGEMENT DES ROUTES DE
DESSERTE DU RWANDA, RELATIF AU
DON ADDITIONNEL DE SOIXANTE-
HUIT MILLIONS DE DOLLARS
AMERICAINS (68.000.000 USD) POUR LE
PROJET D'AMENAGEMENT DES
ROUTES DE DESSERTE

GRANT NUMBER TFA5256
GRANT NUMBER TFA5145

Grant Agreement

(Additional Financing for the Feeder Roads Development Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND
INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Rwanda Feeder Roads Development Multi-Donor Trust
Fund

GRANT AGREEMENT

AGREEMENT dated _____, 2017, entered into between REPUBLIC OF RWANDA ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION (collectively, the "World Bank") acting as administrator of the Rwanda Feeder Roads Development Multi-Donor Trust Fund for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Recipient and the World Bank hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

- 1.01. The Standard 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 Standard Conditions or in the Appendix to this Agreement.

ARTICLE II — PROJECT

- 2.01 The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall cause the Project to be carried out by RTDA ("Project Implementing Entity") in accordance with the provisions of Article II of the Standard Conditions and the agreement dated the same date as this Agreement between the World Bank and the Project Implementing Entity, as such agreement may be amended from time to time ("Project Agreement").
- 2.02 Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE III — GRANT

- 3.01 The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant from various sources in the following amounts, which in aggregate do not exceed sixty-eight million United States Dollars (\$68,000,000) ("Grant"), to assist in financing the Project: (a) an amount not to exceed forty-eight million United States Dollars (\$48,000,000) ("Portion A of the Grant"); and (b) an amount not to exceed twenty million United States Dollars (\$20,000,000) ("Portion B of the Grant").

- 3.02 The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03 The Grant is funded out of the Rwanda Feeder Roads Development Multi-Donor Trust Fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the Rwanda Feeder Roads Development Multi-Donor Trust Fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV
Additional Remedies**

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:
- (a) the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement; and,
 - (b) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.

**Article V
Effectiveness; Termination**

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.
- (a) The execution and delivery of this Agreement on behalf of the Recipient and the Project Agreement on behalf of the Project Implementing Entity have been duly authorized or ratified by all necessary governmental and corporate action;
 - (b) the Subsidiary Agreement referred to in Section I.A of Schedule 2 to this Agreement has been executed on behalf of the Recipient and the Project Implementing Entity; and,
 - (c) the Staff Transition Agreement has been executed, in a form and manner satisfactory to the World Bank.

- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:
- (a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms;
 - (b) on behalf of the Project Implementing Entity, that the Project Agreement has been duly authorized by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms; and,
 - (c) the Subsidiary Agreement referred to in Section I.A of Schedule 2 to this Agreement has been duly authorized by the Recipient and the Project Implementing Entity and is legally binding upon each such party in accordance with its terms.
- 5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 6.02. The Recipient's Address is:
- Ministry of Finance and Economic Planning
P. O. Box 158
Kigali
Republic of Rwanda
- Facsimile:

250-252-57-75-81

6.03. The World Bank's Address is:

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

Telex:	Facsimile:
248423 (MCI)	1-202-477-6391

AGREED at December 7, 2017 as of the day and year first above written.

REPUBLIC OF RWANDA

By



[Signature]

Authorized Representative

Name:

Claver Gatete

Title:

Minister

Date:

December 7, 2017

**INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT
AND INTERNATIONAL DEVELOPMENT
ASSOCIATION
acting as administrator of the Rwanda Feeder Roads
Development Multi-Donor Trust Fund**

By



[Signature]

Authorized Representative

Name:

Yasser EL-Gammal

Title:

Country Manager

Date:

December 7, 2017

SCHEDULE 1

Project Description

The objective of the Project is to enhance all season road connectivity to agricultural market centers in Selected Districts.

The Project consists of the following parts:

Part A: Rehabilitation, Upgrading and Maintenance of Indicative Feeder Roads

1. Rehabilitating, upgrading and maintenance of indicative feeder roads in Karongi and Nyamasheke Districts.
2. Rehabilitating and upgrading of indicative feeder roads in Rwamagana and Gisagara Districts.
3. Maintenance of indicative feeder roads in Rwamagana and Gisagara Districts.
4. Rehabilitating and upgrading of indicative feeder roads in Gatsibo and Nyagatare Districts.
5. Rehabilitating, upgrading and maintenance of indicative feeder roads in Nyabihu, Nyaruguru, Rutsiro and Gakenke Districts.
6. Maintenance of indicative feeder roads in Gatsibo and Nyagatare Districts.

Part B: Strategy Development for Rural Access and Transport Mobility Improvement and Institutional Development Support

1. Preparation of a national feeder roads development strategy and program.
2. Preparation of District business plans for feeder roads development and transport services improvement.
3. Building capacity of Selected Districts in rural feeder roads management, including through the provision of technical assistance to support District staff in Project implementation and strengthening public entities involved in rural feeder roads management.
4. Strengthening the capacity of RTDA in feeder roads development, maintenance, planning and monitoring, including, *inter alia*, on landslide resilience and hazards warning and road safety.
5. Providing office space to RTDA, field inspection and office equipment to RTDA and Selected Districts.

6. Preparing follow-up feeder roads investment operations including carrying out design and feasibility studies on indicative feeder roads, and preparation of associated environmental and social safeguard instruments.
7. Training and organization of local community associations from the road side rural population to undertake road maintenance.

Part C: Project Management Support.

1. Providing technical assistance for environmental, social, technical and financial audits.
2. Support to the monitoring and evaluation of the project.
3. Financing of Operating Costs.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity under a subsidiary agreement ("Subsidiary Agreement") between the Recipient and the Project Implementing Entity, under terms and conditions approved by the World Bank, which shall include the obligation of the Project Implementing Entity to:
 - (a) implement the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, including the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds, other than the Recipient, the Safeguard Instruments, and in accordance with the provisions of this Agreement;
 - (b) (i) procure all goods, works and services required under the Project and to be financed out of the proceeds of the Grant in accordance with this Agreement; and (ii) ensure that all such goods, works and services are used exclusively for the purposes of the Project;
 - (c) ensure that all facilities relevant to the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed;
 - (d) with respect to records management: (i) maintain records adequate to record the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods, works and services financed out of the proceeds of the Grant and disclose their use in said parts; (ii) furnish such records and information as may be requested by the Recipient or the World Bank; and (iii) retain all records evidencing expenditures under the Project for the period of time specified in the Standard Conditions;
 - (e) with respect to monitoring and evaluation: (i) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Recipient and the World Bank, the progress of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the Recipient and the World Bank, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the

Project and to achieve its objective, each such report to cover a calendar semester; (iii) furnish each such report to the Recipient and the World Bank within forty-five (45) days after the end of such period; and (iv) prepare, and furnish to the Recipient a final report, of such scope and in such detail as the Recipient and the World Bank shall reasonably request, on the execution of the Project, and furnish the same to the Recipient and the World Bank not later than six (6) months after the end of the Project;

- (f) with respect to financial management: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Recipient and the World Bank, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project; (ii) avail the records pertaining to said parts to external and internal auditors; (iii) prepare interim unaudited financial reports covering each semester, and furnish them to the Recipient and the World Bank not later than forty-five (45) days after the end of the period covered by such reports, and provide such other information concerning such unaudited financial statements as the Recipient or the World Bank may from time to time reasonably request; and (iv) have its financial statements audited by independent auditors and applying standards both acceptable to the World Bank at least once in each fiscal year; and,
 - (g) enable the Recipient and the World Bank to inspect the Project, their operations and any relevant records and documents.
2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

B. Institutional Arrangements

RTDA

1. The RTDA shall be responsible for overall Project implementation, management, and monitoring and evaluation, including administrative and financial management, procurement, and environmental and social safeguards.

Project Steering Committee

2. The Recipient shall maintain, throughout Project implementation, a steering committee with terms of reference satisfactory to the World Bank and with adequate composition and resources to carry out its responsibilities under the Project.

3. The Steering Committee shall provide policy and strategic guidance to the Project.

Single Project Implementation Unit

4. The Recipient shall cause RTDA to, throughout Project implementation: (a) maintain, within RTDA, the Single Project Implementation Unit (SPIU) comprising the SPIU Coordinator who shall head the said Unit, and any such other technical specialists as may be agreed with the World Bank, all with terms of reference, qualifications and experience satisfactory to the World Bank; (b) make available to the World Bank an annual performance assessment of the SPIU individual consultants; and (c) ensure that the SPIU has adequate resources to carry out its responsibilities under the Project.
5. The SPIU shall be responsible for day-to-day Project management and implementation including financial management, procurement and monitoring and evaluation.

District Project Management Team

6. The Recipient shall cause RTDA to, throughout Project implementation, ensure that a District Project Management Team is maintained in each Selected District with terms of reference and staffing acceptable to the World Bank.
7. The District Project Management Team shall be responsible for District-level Project implementation.

C. Implementation Arrangements

Project Implementation Manual

1. The Recipient shall cause RTDA to: (a) carry out the Project in accordance with a Project implementation manual (Project Implementation Manual) containing detailed guidelines and procedures for the implementation of the Project, including in the areas of monitoring and evaluation, procurement, coordination, social and environmental safeguards, financial, administrative and accounting procedures, corruption and fraud mitigation measures and such other arrangements and procedures as shall be required for the Project; and (b) except as the World Bank shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Project Implementation Manual.
2. In case of a conflict between the provisions of the Project Implementation Manual and this Agreement, those of this Agreement shall prevail.

Annual Work Plan and Budget

3. The Recipient shall cause RTDA to, not later than May 31 of each year, prepare and furnish to the World Bank, an annual program of activities proposed for implementation

under the Project during the following Fiscal Year, together with a proposed budget for the purpose.

4. The Recipient shall cause RTDA to exchange views with the World Bank on each such proposed annual work plan and budget, and thereafter carry out such program of activities for such following Fiscal Year, as shall have been agreed with the World Bank.

District Implementation Agreements

5. To facilitate the implementation of the Project at the District level, the Recipient shall cause RTDA to, not later than six (6) months after the Effective Date, enter into implementation agreements with each Selected District detailing mutual responsibilities for the implementation of the Project and detailing other terms and conditions as may be approved by the World Bank ("District Implementation Agreement"), and further detailed in the Project Agreement, such terms and conditions to include the obligation of said Selected District to: (a) carry out its activities under the Project with due diligence and efficiency and in accordance with this Agreement, the Project Agreement, the Project Implementation Manual and the Anti-Corruption Guidelines; (b) maintain policies and procedures adequate to enable it to monitor the progress of its activities under the Project and the achievement of the Project's objectives; (c) enable the Recipient, RTDA and the World Bank to inspect the Project activities within the Selected District's jurisdiction, its operation and any relevant records and documents; and (d) prepare and furnish to the Recipient, RTDA and the World Bank all such information as the Recipient, RTDA or the World Bank may reasonably request relating to the foregoing.
6. The Recipient shall cause RTDA to exercise its rights and perform its obligations under each District Implementation Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall cause RTDA not to assign, amend, abrogate or waive any District Implementation Agreement or any of its provisions.

D. Anti-Corruption

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

E. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the support for the Project.
2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, take all measures required on its part to enable the

representatives of the donors to visit any part of the Recipient's territory for purposes related to the Project.

F. Safeguards.

1. The Recipient shall ensure that the Project is carried out by RTDA in accordance with the Safeguard Instruments. To this end, the Recipient shall ensure that the following actions are taken by RTDA, in a prompt manner acceptable to the World Bank:

- (a) If any Project activity would, pursuant to the ESMF: (i) require the carrying out of an ESIA, the Recipient shall ensure that the ESIA for such activity is (A) carried out, in accordance with the requirements of the ESMF and furnished to the World Bank for its prior review and written approval; and (B) disclosed and consulted upon, in a form and manner acceptable to the World Bank; and (ii) require the preparation of an ESMP, the Recipient shall ensure that such ESMP is (A) prepared in accordance with the ESMF and furnished to the World Bank for its review and approval; and (B) disclosed and consulted upon, in a manner acceptable to the World Bank.
- (b) If any Project activity would, pursuant to the RPF require the preparation of a RAP, the Recipient shall ensure that: (i) such RAP is prepared in accordance with the RPF and furnished to the World Bank for its prior review and written approval; (ii) such RAP is disclosed and consulted upon, in a manner acceptable to the World Bank; and (iii) no civil works under said activity shall be commenced until all measures required to be taken under said RAP, including but not limited prior payment of full compensation to all Project Displaced Persons, shall have been taken in a form and manner acceptable to the World Bank.
- (c) Each contract for works to be carried out under the Project in the Nyaruguru NRFR2 and Kibeho-Mata-Ruramba roads include a stipulation, satisfactory to the Work Bank, requiring the contractor to follow and apply a procedure for identifying and managing any physical cultural resources encountered unexpectedly during Project implementation and which ensures compliance with the Recipient's relevant requirements of its legislation.

2. Without limitation to its other reporting obligations under this Agreement and under Section 2.06 of the Standard Conditions, the Recipient shall cause RTDA to:

- (a) include in the Project Reports referred to in Section II, Part A, paragraph 1 of this Schedule, and promptly in a separate report where the circumstances warrant, adequate information on the implementation of the Safeguard Instruments, giving details of:

- (i) measures taken in furtherance of such Safeguard Instruments;
 - (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Instruments; and,
 - (iii) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such Safeguard Instruments; and
 - (b) afford the World Bank a reasonable opportunity to exchange views with the Recipient and/or RTDA on such Project Reports.
3. The Recipient shall cause RTDA to ensure that:
- (a) (i) all terms of reference for all studies or other technical assistance to be carried out under the Project are consistent with and pay due attention to the Safeguard Instruments and to the Recipient's own laws relating to the environment and social aspects; (ii) in drafting any manuals under the Project, due attention is given to the Safeguard Instruments; and (iii) to this end, the Recipient shall, prior to undertaking each study included in the Project: (A) prepare and furnish the terms of reference for such study to the World Bank for its review; (B) afford the World Bank a reasonable opportunity to exchange views with the Recipient on said terms of reference; and (C) promptly finalize such terms of reference as shall have been approved by the World Bank.
4. The Recipient shall cause RTDA to maintain, and publicize the availability of, grievance redress mechanisms to hear and determine fairly and in good faith, all complaints raised in relation to the implementation of the Project by Project affected persons, and take all measures necessary to implement the determinations made under such grievance redress mechanisms in a manner acceptable to the World Bank.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

- 1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.
- 2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the World Bank not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the World Bank.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

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

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

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services.

The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method
(a) Limited International Bidding
(b) National Competitive Bidding
(c) Shopping
(d) Direct Contracting
(e) Procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank
(f) Procurement from UNOPS
(g) Community Participation procedures which have been found acceptable to the World Bank and set out in the Project Implementation Manual

C. Particular Methods of Procurement of Consultants' Services

- 1. Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
- 2. Other Methods of Procurement of Consultants' Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method
(a) Quality Based Selection
(b) Selection under a Fixed Budget
(c) Least Cost Selection
(d) Selection Based on Consultants' Qualifications
(e) Single Source Selection of firms
(f) Single-source procedures for the Selection of Individual Consultants
(g) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants

D. Review by the World Bank of Procurement Decisions

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

Section IV. Withdrawal of the Proceeds of the Grant

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of Article III of the Standard Conditions, this Section, and such additional instructions as the World Bank shall specify by notice to the Recipient (including the "Disbursement Guidelines for Investment Project Financing" dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of Portion A (TF0A5145) of the Grant Allocated (expressed in USD)	Amount of Portion B (TF0A5256) of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed
(1) Goods, works, consulting services, non-consulting services, Training and Operating Costs under the Project (excluding Parts A.3 and A.6)	48,000,000	20,000,000	Such percentage as agreed to among the World Bank and the Recipient, as per the Agreed Annual Work Plan
TOTAL AMOUNT	48,000,000	20,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is December 31, 2022.

Section V. Other Undertakings

Recipient's Contribution

1. The Recipient shall cause RTDA to prepare and furnish to the World Bank, on or before May 31 in each year, or such other date as may be agreed with the World Bank, a proposed cash flow based maintenance plan for such year, detailing the maintenance works under Parts A(3) and A(6) of the Project proposed to be carried out by the Recipient during each quarter of the year and the projected costs associated therewith; and thereafter adopt such cash flow based maintenance plan for such year, taking into account the comments of the World Bank thereon ("Cash Flow Maintenance Plan") provided, however, that the Cash Flow Maintenance Plan for the year during which this Agreement becomes effective shall be submitted within thirty (30) days of the Effective Date of the Agreement.

2. For purposes of the Project, the Recipient shall maintain at all times during Project implementation, in Rwandan Francs, in its national bank, a separate account under terms and conditions acceptable to the World Bank ("Counterpart Fund Account"), to be managed by RTDA, into which it shall deposit, at the beginning of each semester, funds in amounts necessary to meet the cost of carrying out Parts A (3) and A (6) the Project and any resettlement activities, as set forth in the Cash Flow Maintenance Plan.
3. The Recipient shall deposit into the Counterpart Fund Account, not later than ninety (90) days after the Effective Date of this Agreement, an initial advance for purposes of carrying out Parts A (3) and A (6) of the Project and any resettlement activities, as detailed in the Cash Flow Maintenance Plan, and shall thereafter replenish the Counterpart Fund Account taking into account the balance of funds in the account and projected expenditures, at the beginning of each semester, with such amounts as shall be sufficient to cover the cost of carrying out the Project and any resettlement activities during said semester, all as detailed in the Cash Flow Maintenance Plan.
4. The Recipient shall ensure that funds deposited into the Counterpart Fund Account shall be used exclusively to finance expenditures under the Project and any resettlement activities under Parts A (3) and A (6) of the Project.
5. For purposes of implementing Parts A (3) and A (6) of the Project, the Recipient shall cause RTDA to enter into multi-year maintenance contracts, in form and substance satisfactory to the World Bank, with contractors whose qualifications, experience, and terms of reference shall be satisfactory to the World Bank.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the program of activities agreed each Fiscal Year between the Recipient, RTDA and the World Bank for implementation under the Project in accordance with Section I.C.3 of Schedule 2 to this Agreement during the following Fiscal Year, as the same may be revised from time to time in accordance with said Section.
2. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
5. “Displaced Person” means any person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in his or her: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons.
6. “District” means an administrative subdivision of the Recipient, established pursuant to the Recipient’s Organic Law No. 29/2005 of December 31, 2005.
7. “District Project Management Team” means the District’s team responsible for Project implementation in each Selected District, and comprising the infrastructure officer as coordinator and officers from procurement, finance, planning, agricultural and environment units of the District administration.
8. “ESIA” means an Environmental and Social Impact Assessment, acceptable to the World Bank, prepared by the Recipient pursuant to the ESMF identifying and assessing the potential environmental impacts of proposed project activities, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures; and “ESIAs” means, collectively, all such assessments.
9. “ESIA for Nyaruguru District” means Recipient’s environmental and social impact assessment, acceptable to the World Bank, dated December 2016, and disclosed in country on March 10, 2017 and at the World Bank Infoshop on March 13, 2017, conducted for identifying and assessing the potential environmental impacts of

Project activities in the Nyaruguru District, evaluating alternatives, and designing appropriate related mitigation, management, and monitoring measures.

10. "ESIA for Nyagatare District" means Recipient's environmental and social impact assessment, acceptable to the World Bank, dated December 2016, and disclosed in country on March 10, 2017 and at the World Bank Infoshop on March 13, 2017, conducted for identifying and assessing the potential environmental impacts of Project activities in the Nyagatare District, evaluating alternatives, and designing appropriate related mitigation, management, and monitoring measures.
11. "Environmental and Social Management Framework" or "ESMF" means the updated Recipient's Environmental and Social Management Framework, dated February 2017, and disclosed in country on March 2, 2017 and at the World Bank Infoshop on March 16, 2017 defining the set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the Project to eliminate any adverse environmental and social impacts, offset them, reduce them to acceptable levels, or to enhance positive impacts of the Project activities.
12. "ESMP" means an Environmental and Social management Plan, acceptable to the World Bank, prepared by the Recipient pursuant to the ESMF setting out the measures to be taken during Project implementation to eliminate, or offset the adverse environmental and social impacts of Project activities; and "ESMPs" means, collectively, all such plans.
13. "Fiscal Year" means each fiscal year of the Recipient commencing on July 1 and ending on June 30 of the subsequent year.
14. "District Implementation Agreement" means with respect to each Selected District, the agreement acceptable to the World Bank to be entered into between RTDA and said Selected District, in accordance with the provisions of Section I.C.5. of Schedule 2 to this Agreement and the Project Agreement.
15. "Operating Costs" means the incremental expenses incurred by the RTDA on account of Project implementation, management, and monitoring, including expenses for office space rental, utilities, and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, building and equipment maintenance, advertising expenses, travel and supervision, salaries of contractual and temporary Project staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient's civil service and RTDA.
16. "Original Financing Agreement" means the financing agreement for the Original Project between the Recipient and the International Development Association (Credit No. 5405-RW), dated April 3, 2014, as amended to the date of this Agreement.
17. "Original Project" means the Project described in Schedule 1 to the Original Financing Agreement.

18. "Project Implementation Manual" means the Project Implementation Manual in form and substance acceptable to the World Bank, updated and adopted by the RTDA on November 1, 2017, referenced in Section I.C. of Schedule 2 to this Agreement, as the same may be amended in accordance with the provisions of said Section.
19. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
20. "Procurement Plan" means the Recipient's procurement plan for the Project, dated November 8, 2017 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
21. "Project Steering Committee" means a committee established for purposes of the Project and referred to in Section I.B (2) of Schedule 2 to this Agreement.
22. "Resettlement Action Plan" or "RAP" means the document, acceptable to the World Bank, prepared and disclosed in accordance with the Resettlement Policy Framework, which, *inter alia*: (i) contains a census survey of Displaced Persons and valuation of assets; (ii) describes compensation and other resettlement assistance to be provided, consultation to be conducted with Displaced Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation; and (iii) contains a timetable and budget for the implementation of such measures, and "RAPs" means, collectively, all such plans.
23. "RAP for the Nyaruguru District" means the Recipient's resettlement action plan for the Project activities to be carried out in the Nyaruguru District, dated February 2017, prepared in accordance with the Resettlement Policy Framework and disclosed in country on March 29, 2017 and at the World Bank Infoshop on April 3, 2017, which, *inter alia*: (i) contains a census survey of Displaced Persons and valuation of assets; (ii) describes compensation and other resettlement assistance to be provided, consultation to be conducted with Displaced Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation; and (iii) contains a timetable and budget for the implementation of such measures.
24. "RAP for the Nyagatare District" means the Recipient's resettlement action plan for the Project activities to be carried out in the Nyagatare District, dated February 2017, prepared in accordance with the Resettlement Policy Framework and disclosed in country on March 29, 2017 and at the World Bank Infoshop on April 3, 2017, which, *inter alia*: (i) contains a census survey of Displaced Persons and valuation of assets; (ii) describes compensation and other resettlement assistance to be provided,

consultation to be conducted with Displaced Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation; and (iii) contains a timetable and budget for the implementation of such measures.

25. "RPF" means the Recipient's Resettlement Policy Framework acceptable to the World Bank, dated February 2017, disclosed in the territory of the Recipient on March 2, 2017 and at the World Bank's *Infoshop* on March 13, 2017, in form and substance satisfactory to the World Bank, setting out guidelines, procedures, timetables and other specifications for the provision of compensation, rehabilitation and resettlement assistance to Displaced Persons, as amended from time to time with the prior written consent of the World Bank.
26. "Rwanda Transport Development Agency" or "RTDA" means a semi-autonomous road agency, established and operating pursuant to the Recipient's Law No 02/2010 of January 20, 2010, as said Law may be amended from time to time, or the legal successor thereto.
27. "Safeguard Instruments" means the ESMF, RPF, ESIA's, ESMPs, RAPs, ESIA for Nyagatare District, ESIA for Nyaruguru District, RAP for Nyagatare District and RAP for Nyaruguru District.
28. "Selected Districts" means Gakenke, Gatsibo, Gisagara, Karongi, Nyagatare, Nyabihu, Nyamasheke, Nyaruguru, Rutsiro, and Rwamagana.
29. "Single Project Implementation Unit" or "SPIU" means a department of the Recipient within RTDA responsible for assisting RTDA in the implementation of the Project.
30. "SPIU Coordinator" means the team leader appointed by the RTDA, with qualifications and experience acceptable to the World Bank, who shall be responsible for the overall management of the SPIU and for the implementation of the Project at national level.
31. "Staff Transition Agreement" means the agreement between the Recipient, through MINAGRI, and RTDA, which sets out the details of the transfer of the SPIU staff between MINAGRI and RTDA.
32. "Standard Conditions" means the Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012.
33. "Training" means the training of persons involved in Project-supported activities, such term including seminars, workshops, and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs of securing the services of trainers, rental of training facilities, preparation and

reproduction of training materials and other costs directly related to course preparation and implementation.

34. “United Nations Office for Procurement Services” or “UNOPS” means an agency of the United Nations established in 1974 to expand the capacity of the United Nations system and its partners to implement peace building, humanitarian and development operations that matter for people.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 65/01 ryo ku wa 16/03/2018 ryemeza burundu Amasezerano y'Impano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Ukuboza 2017, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) gikora nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga b'iterambere ry'imihanda y'ubuhahirane mu Rwanda, yerekeranye n'impano y'inyongera ingana na miliyoni mirongo itandatu n'umunani z'amadolari y'Abanyamerika (68.000.000 USD) agenewe umushinga wo gutunganya imihanda y'ubuhahirane bw'icyaro

Seen to be annexed to Presidential order n°65/01 of 16/03/2018 ratifying the Grant Agreement signed at Kigali, Rwanda, on 07 December 2017, between the Republic of Rwanda and the International Bank for Reconstruction and Development and International Development Association (IDA) acting as administrator of the Rwanda Feeder Roads Development Multi-Donor Trust Fund, relating to the additional grant of sixty-eight million American Dollars (USD 68,000,000) for the Feeder Roads Development Project

Vu pour être annexé à l'arrêté Présidentiel n°65/01 du 16/03/2018 ratifiant l'Accord de Don signé à Kigali, au Rwanda, le 07 décembre 2017, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds Multi-Donateurs pour l'Aménagement des Routes de Desserte du Rwanda, relatif au don additionnel de soixante-huit millions de dollars Américains (68.000.000 USD) pour le projet d'aménagement des routes de desserte

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Kigali, ku wa **16/03/2018**

(sé)

KAGAME Paul

Perezida wa Repubulika

(sé)

Dr. NGIRENTE Edouard

Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

(sé)

BUSINGYE Johnston

Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

Kigali, on **16/03/2018**

(sé)

KAGAME Paul

President of the Republic

(sé)

Dr. NGIRENTE Edouard

Prime Minister

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

(sé)

BUSINGYE Johnston

Minister of Justice/Attorney General

Kigali, le **16/03/2018**

(sé)

KAGAME Paul

Président de la République

(sé)

Dr. NGIRENTE Edouard

Premier Ministre

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston

Ministre de la Justice/Garde des Sceaux