

Ibirimo/Summary/Sommaire

page/urup.

A. Amategeko/Laws/Lois

N°76/2018 ryo kuwa 27/11/2018

Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda kuwa 16 Ukwakira 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'eshatu za Units of Account (53.000.000 UA) agenewe gahunda ya II yo kongera uburyo bwo kwegereza abaturage amashanyarazi (SEAP II).....6

N°76/2018 of 27/11/2018

Law approving the ratification of the loan agreement signed in Kigali, Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Fund, relating to the loan of fifty-three million Units of Account (UA 53,000,000) for scaling up electricity access program II (SEAP II).....6

N°76/2018 du 27/11/2018

Loi approuvant la ratification de l'accord de prêt signé à Kigali, au Rwanda le 16 octobre 2018, entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de cinquante-trois millions d'Unités de Compte (53.000.000 UC) pour le second programme d'amélioration de l'accès à l'électricité (SEAP II).....6

N°77/2018 ryo ku wa 27/11/2018

Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018 hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo itandatu n'eshanu n'ibihumbi magana atanu na mirongo cyenda z'Amayero (165.590.000 EUR) agenewe gahunda ya II yo kongera uburyo bwo kwegereza abaturage amashanyarazi (SEAP II).....10

N°77/2018 of 27/11/2018

Law approving the ratification of the loan agreement signed in Kigali, Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred sixty-five million five hundred ninety thousand Euros (EUR 165,590,000) for scaling up electricity access program II (SEAP II).....10

N°77/2018 du 27/11/2018

Loi approuvant la ratification de l'accord de prêt signé à Kigali, au Rwanda le 16 octobre 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent soixante-cinq millions cinq cent quatre-vingt-dix mille Euros (165.590.000 EUR) pour le second programme d'amélioration de l'accès à l'électricité (SEAP II).....10

N°79/2018 ryo kuwa 04/12/2018

Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda kuwa 05 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'enye n'ibihumbi magana atatu z'Amadetsi (14,300,000 DTS) agenewe umushinga wo kuvugurura imicungire y'imari ya Leta.....14

N°79/2018 of 04/12/2018

Law approving the ratification of the financing agreement signed at Kigali, Rwanda on 05 November 2018, between the Republic of Rwanda and the International Development

Association (IDA), relating to the credit of fourteen million three hundred thousand Special Drawing Rights (SDR 14,300,000) for public finance management reform project.....14
N°79/2018 du 04/12/2018

Loi approuvant la ratification de l'accord de financement signé à Kigali, au Rwanda le 05 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze million trois cent mille Droits de Tirage Spéciaux (14.300.000 DTS) pour le projet de réforme de la gestion des finances publiques.....14

N°80/2018 ryo ku wa 04/12/2018

Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'icyenda n'ibihumbi magana atandatu z'Amadetsi (89.600.000 DTS) y'inkunga ya kabiri igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda.....18

N°80/2018 of 04/12/2018

Law approving the ratification of the financing agreement signed at Kigali, Rwanda on 16 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty-nine million six hundred thousand Special Drawing Rights (SDR 89,600,000) for the second Rwanda energy sector development policy financing.....18

N°80/2018 du 04/12/2018

Loi approuvant la ratification de l'accord de financement signé à Kigali, au Rwanda le 16 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-neuf million six cent mille Droits de Tirage Spéciaux (89.600.000 DTS) pour le second financement de la politique de développement du secteur de l'énergie au Rwanda.....18

N°81/2018 ryo kuwa 04/12/2018

Itegeko ryemera kwemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 19 Nzeri 2018, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'intumwa y'Ikigega cyo Gutera Inkunga Gahunda y'Isi yo Guteza Imbere Ubuhinzi n'Ubwihaze mu Biribwa, yerekeranye n'impano ingana na miliyoni makumyabiri n'esheshatu n'ibihumbi magana atatu z'Amadolari y'Abanyamerika (26.300.000 USD) agenewe umushinga wo kwagura ubuhinzi burambye n'ubwihaze mu biribwa.....22

N°81/2018 of 04/12/2018

Law approving the ratification of the grant agreement signed at Kigali, Rwanda on 19 September 2018, between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as Trustee of the Trust Fund for the Global Agriculture and Food Security Program, relating to the grant of twenty-six million three hundred thousand American Dollars (USD 26,300,000) for the sustainable agricultural intensification and food security project.....22

N°81/2018 du 04/12/2018

Loi approuvant la ratification de l'accord de don signé à Kigali, au Rwanda le 19 septembre 2018, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant comme fiduciaire du Fonds Fiduciaire du Programme Mondial pour l'Agriculture et la Sécurité Alimentaire, relatif au don de vingt-six millions trois cent mille Dollars Américains (26.300.000 USD) pour le projet d'intensification agricole durable et de sécurité alimentaire.....22

N°82/2018 ryo kuwa 04/12/2018

Itegeko ryemera kwemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda kuwa 19 Nzeri 2018, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari ebyiri na miliyoni magana atandatu na mirongo itatu n'eshanu z'Amayeni y'Ubuyapani (2,635,000,000 JPY) agenewe umushinga wo kunononsora imiyoboro ihuza sitasiyo nto z'amashanyarazi no kuyakwirakwiza mu baturage (Igice cya 3).....26

N°82/2018 of 04/12/2018

Law approving the ratification of the grant agreement signed in Kigali, Rwanda on 19 September 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of two billion six hundred and thirty-five million Japanese Yen (JPY 2,635,000,000) for the project for the improvement of substation and distribution network (phase 3).....26

N°82/2018 du 04/12/2018

Loi approuvant la ratification de l'accord de don signé à Kigali, au Rwanda le 19 septembre 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de deux milliards six cent trente-cinq millions de Yen Japonais (2.635.000.000 JPY) pour le projet d'amélioration du réseau de sous-station et de distribution (phase 3).....26

B. Amateka ya Perezida / Presidential Orders / Arrêtés Présidentiels

N° 146/01 ryo kuwa 27/11/2018

Iteka rya Perezida ryemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda kuwa 16 Ukwakira 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'eshatu za Units of Account (53.000.000 UA) agenewe gahunda ya II yo kongera uburyo bwo kwegereza abaturage amashanyarazi (SEAP II).....30

N° 146/01 of 27/11/2018

Presidential Order ratifying the Loan Agreement signed in Kigali, Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Fund, relating to the loan of fifty-three million Units of Account (UA 53,000,000) for scaling up electricity access program II (SEAP II).....30

N° 146/01 du 27/11/2018

Arrêté Présidentiel ratifiant l'Accord de prêt signé à Kigali, au Rwanda le 16 octobre 2018, entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de cinquante-trois millions d'Unités de Compte (53.000.000 UC) pour le second programme d'amélioration de l'accès à l'électricité (SEAP II).....30

N° 147/01 ryo ku wa 27/11/2018

Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018 hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo itandatu n'eshanu n'ibihumbi magana atanu na mirongo cyenda z'Amayero (165.590.000 EUR) agenewe gahunda ya II yo kongera uburyo bwo kwegereza abaturage amashanyarazi (SEAP II).....70

N° 147/01 of 27/11/2018

Presidential Order ratifying the Loan Agreement signed in Kigali, Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Bank, relating to the

loan of one hundred sixty-five million five hundred ninety thousand Euros (EUR 165,590,000) for scaling up electricity access program II (SEAP II).....70

N° 147/01 du 27/11/2018

Arrêté Présidentiel ratifiant l'Accord de prêt signé à Kigali, au Rwanda le 16 octobre 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent soixante-cinq millions cinq cent quatre-vingt-dix mille Euros (165.590.000 EUR) pour le second programme d'amélioration de l'accès à l'électricité (SEAP II).....70

N° 148/01 ryo kuwa 04/12/2018

Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda kuwa 05 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'enye n'ibihumbi magana atatu z'Amadetsi (14,300,000 DTS) agenewe umushinga wo kuvugurura imicungire y'imari ya Leta.....116

N° 148/01 of 04/12/2018

Presidential Order ratifying the financing agreement signed at Kigali, Rwanda on 05 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fourteen million three hundred thousand Special Drawing Rights (SDR 14,300,000) for public finance management reform project.....116

N°148/01 du 04/12/2018

Arrêté Présidentiel ratifiant l'accord de financement signé à Kigali, au Rwanda le 05 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze million trois cent mille Droits de Tirage Spéciaux (14.300.000 DTS) pour le projet de réforme de la gestion des finances publiques.....116

N° 149/01 ryo ku wa 04/12/2018

Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'icyenda n'ibihumbi magana atandatu z'Amadetsi (89.600.000 DTS) y'inkunga ya kabiri igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda.....134

N° 149/01 of 04/12/2018

Presidential Order ratifying the financing agreement signed at Kigali, Rwanda on 16 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty-nine million six hundred thousand Special Drawing Rights (SDR 89,600,000) for the second Rwanda energy sector development policy financing.....134

N° 149/01 du 04/12/2018

Arrêté Présidentiel ratifiant l'accord de financement signé à Kigali, au Rwanda le 16 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-neuf million six cent mille Droits de Tirage Spéciaux (89.600.000 DTS) pour le second financement de la politique de développement du secteur de l'énergie au Rwanda.....134

N° 150/01 ryo kuwa 04/12/2018

Iteka rya Perezida ryemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 19 Nzeri 2018, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'iterambere nk'intumwa y'Ikigega cyo Gutera Inkunga Gahunda y'Isi yo

Guteza Imbere Ubuhinzi n'Ubwihaze mu Biribwa, yerekeranye n'impano ingana na miliyoni makumyabiri n'esheshatu n'ibihumbi magana atatu z'Amadolari y'Abanyamerika (26.300.000 USD) agenewe umushinga wo kwagura ubuhinzi burambye n'ubwihaze mu biribwa.....154

N° 150/01 of 04/12/2018

Presidential Order ratifying the grant agreement signed at Kigali, Rwanda on 19 September 2018, between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as Trustee of the Trust Fund for the Global Agriculture and Food Security Program, relating to the grant of twenty-six million three hundred thousand American Dollars (USD 26,300,000) for the sustainable agricultural intensification and food security project.....154

N° 150/01 du 04/12/2018

Arrêté Présidentiel ratifiant l'accord de don signé à Kigali, au Rwanda le 19 septembre 2018, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant comme fiduciaire du Fonds Fiduciaire du Programme Mondial pour l'Agriculture et la Sécurité Alimentaire, relatif au don de vingt-six millions trois cent mille Dollars Américains (26.300.000 USD) pour le projet d'intensification agricole durable et de sécurité alimentaire.....154

N° 151/01 ryo kuwa 04/12/2018

Iteka rya Perezida ryemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda kuwa 19 Nzeri 2018, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari ebyiri na miliyoni magana atandatu na mirongo itatu n'eshanu z'Amayeni y'Ubuyapani (2,635,000,000 JPY) agenewe umushinga wo kunononsora imiyoboro ihuza sitasiyo nto z'amashanyarazi no kuyakwirakwiza mu baturage (Igice cya 3).....185

N° 151/01 of 04/12/2018

Presidential Order ratifying the grant agreement signed in Kigali, Rwanda on 19 September 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of two billion six hundred and thirty-five million Japanese Yen (JPY 2,635,000,000) for the project for the improvement of substation and distribution network (phase 3).....185

N° 151/01 du 04/12/2018

Arrêté Présidentiel ratifiant l'accord de don signé à Kigali, au Rwanda le 19 septembre 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de deux milliards six cent trente-cinq millions de Yen Japonais (2.635.000.000 JPY) pour le projet d'amélioration du réseau de sous-station et de distribution (phase 3).....185

**ITEGEKO N°76/2018 RYO KUWA 27/11/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA KUWA 16 UKWAKIRA 2018,
HAGATI YA REPUBULIKA Y'U RWANDA
N'IKIGEGA NYAFURIKA GITSURA
AMAJYAMBERE, YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITANU N'ESHATU ZA UNITS OF
ACCOUNT (53.000.000 UA) AGENEWE
GAHUNDA YA II YO KONGERA UBURYO
BWO KWEGEREZA ABATURAGE
AMASHANYARAZI (SEAP II)**

**LAW N°76/2018 OF 27/11/2018 APPROVING
THE RATIFICATION OF THE LOAN
AGREEMENT SIGNED IN KIGALI,
RWANDA ON 16 OCTOBER 2018, BETWEEN
THE REPUBLIC OF RWANDA AND THE
AFRICAN DEVELOPMENT FUND,
RELATING TO THE LOAN OF FIFTY-
THREE MILLION UNITS OF ACCOUNT (UA
53,000,000) FOR SCALING UP ELECTRICITY
ACCESS PROGRAM II (SEAP II)**

**LOI N°76/2018 DU 27/11/2018 APPROUVANT
LA RATIFICATION DE L'ACCORD DE
PRET SIGNE A KIGALI, AU RWANDA LE
16 OCTOBRE 2018, ENTRE LA
REPUBLIQUE DU RWANDA ET LE FONDS
AFRICAIN DE DEVELOPEMENT, RELATIF
AU PRET DE CINQUANTE-TROIS
MILLIONS D'UNITES DE COMPTE
(53.000.000 UC) POUR LE SECOND
PROGRAMME D'AMELIORATION DE
L'ACCES A L'ELECTRICITE (SEAP II)**

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 MATIERES

**Article premier: Approbation pour
ratification**

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

Article 3: Entrée en vigueur

**ITEGEKO N°76/2018 RYO KUWA 27/11/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA KUWA 16 UKWAKIRA 2018,
HAGATI YA REPUBULIKA Y'U RWANDA
N'IKIGEGA NYAFURIKA GITSURA
AMAJYAMBERE, YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITANU N'ESHATU ZA UNITS OF
ACCOUNT (53.000.000 UA) AGENEWE
GAHUNDA YA II YO KONGERA UBURYO
BWO KWEGEREZA ABATURAGE
AMASHANYARAZI (SEAP II)**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo kuwa 08
Ugushyingo 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°76/2018 OF 27/11/2018 APPROVING
THE RATIFICATION OF THE LOAN
AGREEMENT SIGNED IN KIGALI,
RWANDA ON 16 OCTOBER 2018, BETWEEN
THE REPUBLIC OF RWANDA AND THE
AFRICAN DEVELOPMENT FUND,
RELATING TO THE LOAN OF FIFTY-
THREE MILLION UNITS OF ACCOUNT (UA
53,000,000) FOR SCALING UP ELECTRICITY
ACCESS PROGRAM II (SEAP II)**

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
08 November 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°76/2018 DU 27/11/2018 APPROUVANT
LA RATIFICATION DE L'ACCORD DE
PRET SIGNE A KIGALI, AU RWANDA LE 16
OCTOBRE 2018, ENTRE LA REPUBLIQUE
DU RWANDA ET LE FONDS AFRICAIN DE
DEVELOPEMENT, RELATIF AU PRET DE
CINQUANTE-TROIS MILLIONS D'UNITES
DE COMPTE (53.000.000 UC) POUR LE
SECOND PROGRAMME
D'AMELIORATION DE L'ACCES A
L'ELECTRICITE (SEAP II)**

Nous, KAGAME Paul,
Président de la République;

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

LE PARLEMENT:

La Chambre des Députés, en sa séance du 08
novembre 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 16 Ukwakira 2018 hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'eshatu za Units of Account (53.000.000 UA) agenewe Gahunda ya II yo kongera uburyo bwo kwegereza abaturage amashanyarazi (SEAP II);

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018 hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'eshatu za Units of Account (53.000.000 UA) agenewe Gahunda ya II yo kongera uburyo bwo kwegereza abaturage amashanyarazi (SEAP II), 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

After consideration of the Loan Agreement signed in Kigali, Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Fund, relating to the loan of fifty-three million Units of Account (UA 53,000,000) for scaling up electricity access Program II (SEAP II);

ADOPTS:

Article One: Approval for ratification

The Loan Agreement signed in Kigali, Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Fund, relating to the loan of fifty-three million Units of Account (UA 53,000,000) for scaling up electricity access program II (SEAP II), 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.

Article 3: Commencement

This Law shall come into force on the date of its

Après examen de l'Accord de prêt signé à Kigali, au Rwanda le 16 octobre 2018, entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de cinquante-trois millions d'Unités de Compte (53.000.000 UC) pour le second programme d'amélioration de l'accès à l'électricité (SEAP II);

ADOPTÉ:

Article premier: Approbation pour ratification

L'Accord de prêt signé à Kigali, au Rwanda le 16 octobre 2018, entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de cinquante-trois millions d'Unités de Compte (53.000.000 UC) pour le second programme d'amélioration de l'accès à l'électricité (SEAP II), 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

ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, kuwa **27/11/2018**

(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

publication in the Official Gazette of the Republic of Rwanda.

Kigali, on **27/11/2018**

(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

publication au Journal Officiel de la République du Rwanda.

Kigali, le **27/11/2018**

(sé)

KAGAME Paul
President de la Republique

(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°77/2018 RYO KU WA 27/11/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 UKWAKIRA 2018 HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MIRONGO ITANDATU N'ESHANU N'IBIHUMBI MAGANA ATANU NA MIRONGO CYENDA Z'AMAYERO (165.590.000 EUR) AGENEWE GAHUNDA YA II YO KONGERA UBURYO BWO KWEGEREZA ABATURAGE AMASHANYARAZI (SEAP II)

LAW N°77/2018 OF 27/11/2018 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 OCTOBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED SIXTY-FIVE MILLION FIVE HUNDRED NINETY THOUSAND EUROS (EUR 165,590,000) FOR SCALING UP ELECTRICITY ACCESS PROGRAM II (SEAP II)

.LOI N°77/2018 DU 27/11/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA LE 16 OCTOBRE 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DEVELOPPEMENT, RELATIF AU PRET DE CENT SOIXANTE-CINQ MILLIONS CINQ CENT QUATRE-VINGT-DIX MILLE EUROS (165.590.000 EUR) POUR LE SECOND PROGRAMME D'AMELIORATION DE L'ACCES A L'ELECTRICITE (SEAP II)

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 MATIERES

Article premier: Approbation pour ratification

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

Article 3: Entrée en vigueur

ITEGEKO N°77/2018 RYO KU WA 27/11/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 UKWAKIRA 2018 HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MIRONGO ITANDATU N'ESHANU N'IBIHUMBI MAGANA ATANU NA MIRONGO CYENDA Z'AMAYERO (165.590.000 EUR) AGENEWE GAHUNDA YA II YO KONGERA UBURYO BWO KWEGEREZA ABATURAGE AMASHANYARAZI (SEAP II)

LAW N°77/2018 OF 27/11/2018 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 OCTOBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED SIXTY-FIVE MILLION FIVE HUNDRED NINETY THOUSAND EUROS (EUR 165,590,000) FOR SCALING UP ELECTRICITY ACCESS PROGRAM II (SEAP II)

LOI N°77/2018 DU 27/11/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA LE 16 OCTOBRE 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DEVELOPPEMENT, RELATIF AU PRET DE CENT SOIXANTE-CINQ MILLIONS CINQ CENT QUATRE-VINGT-DIX MILLE EUROS (165.590.000 EUR) POUR LE SECOND PROGRAMME D'AMELIORATION DE L'ACCES A L'ELECTRICITE (SEAP II)

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo kuwa 08 Ugushyingo 2018;

The Chamber of Deputies, in its session of 08 November 2018;

La Chambre des Députés, en sa séance du 08 novembre 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'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018 hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo itandatu n'eshanu n'ibihumbi magana atanu na mirongo cyenda z'Amayero (165.590.000 EUR) agenewe Gahunda ya II yo kongera uburyo bwo kwegereza abaturage amashanyarazi (SEAP II);

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018 hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo itandatu n'eshanu n'ibihumbi magana atanu na mirongo cyenda z'Amayero (165.590.000 EUR) agenewe Gahunda ya II yo kongera uburyo bwo kwegereza abaturage amashanyarazi (SEAP II), ari ku mugereka,

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

After consideration of the Loan Agreement signed in Kigali, Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred sixty-five million five hundred ninety thousand Euros (EUR 165,590,000) for scaling up electricity access program II (SEAP II);

ADOPTS:

Article One: Approval for ratification

The Loan Agreement signed in Kigali, Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred sixty-five million five hundred ninety thousand Euros (EUR 165,590,000) for scaling up electricity access program II (SEAP II), in appendix, is approved for ratification.

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

Après examen de l'Accord de prêt signé à Kigali, au Rwanda le 16 octobre 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent soixante-cinq millions cinq cent quatre-vingt-dix mille Euros (165.590.000 EUR) pour le second programme d'amélioration de l'accès à l'électricité (SEAP II);

ADOpte:

Article premier: Approbation pour ratification

L'Accord de prêt signé à Kigali, au Rwanda le 16 octobre 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent soixante-cinq millions cinq cent quatre-vingt-dix mille Euros (165.590.000 EUR) pour le second programme d'amélioration de l'accès à l'électricité (SEAP II), en annexe, est approuvé pour ratification.

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 muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, kuwa **27/11/2018**.

(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 Ikinyarwanda.

Article 3: Commencement

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

Kigali, on **27/11/2018**

(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 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 **27/11/2018**

(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°79/2018 RYO KUWA
04/12/2018 RYEMERA KWEMEZA
BURUNDU AMASEZERANO
Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA
KUWA 05 UGUSHYINGO 2018, HAGATI
YA REPUBULIKA Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA
GITSURA AMAJYAMBERE (IDA),
YEREKERANYE N'INGUZANYO INGANA
NA MILIYONI CUMI N'ENYE
N'IBIHUMBI MAGANA ATATU
Z'AMADETESI (14,300,000 DTS)
AGENEWE UMUSHINGA WO
KUVUGURURA IMICUNGIRE Y'IMARI
YA LETA**

**LAW N°79/2018 OF 04/12/2018 APPROVING
THE RATIFICATION OF THE FINANCING
AGREEMENT SIGNED AT KIGALI,
RWANDA ON 05 NOVEMBER 2018,
BETWEEN THE REPUBLIC OF RWANDA
AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF FORTY-FOUR
MILLION THREE HUNDRED THOUSAND
SPECIAL DRAWING RIGHTS (SDR
14,300,000) FOR PUBLIC FINANCE
MANAGEMENT REFORM PROJECT**

**LOI N°79/2018 DU 04/12/2018
APPROUVANT LA RATIFICATION DE
L'ACCORD DE FINANCEMENT SIGNE A
KIGALI, AU RWANDA LE 05 NOVEMBRE
2018, ENTRE LA REPUBLIQUE DU
RWANDA ET L'ASSOCIATION
INTERNATIONALE DE
DEVELOPPEMENT (IDA), RELATIF AU
CREDIT DE QUATORZE MILLION TROIS
CENT MILLE DROITS DE TIRAGE
SPECIAUX (14.300.000 DTS) POUR LE
PROJET DE REFORME DE LA GESTION
DES FINANCES PUBLIQUES**

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°79/2018 RYO KUWA 04/12/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KUWA 05 UGUSHYINGO 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ENYE N'IBIHUMBI MAGANA ATATU Z'AMADETESI (14,300,000 DTS) AGENEWE UMUSHINGA WO KUVUGURURA IMICUNGIRE Y'IMARI YA LETA

Twebwe, KAGAME Paul,
Perezida wa Repubulika ;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo kuwa 26 Ugushyingo 2018;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo iya 64, iya

LAW N°79/2018 OF 04/12/2018 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT SIGNED AT KIGALI, RWANDA ON 05 NOVEMBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF FORTY-FOUR MILLION THREE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 14,300,000) FOR PUBLIC FINANCE MANAGEMENT REFORM 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 26 November 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,

LOI N°79/2018 DU 04/12/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA LE 05 NOVEMBRE 2018, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE QUATORZE MILLION TROIS CENT MILLE DROITS DE TIRAGE SPECIAUX (14.300.000 DTS) POUR LE PROJET DE REFORME DE LA GESTION DES FINANCES PUBLIQUES

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 26 novembre 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,

69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

168 et 176 ;

Imaze gusuzuma amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda kuwa 05 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'enye n'ibihumbi magana atatu z'Amadetsi (14.300.000 DTS) agenewe umushinga wo kuvugurura imicungire y'imari ya Leta ;

After consideration of the Financing Agreement signed at Kigali, Rwanda on 05 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fourteen million three hundred thousand Special Drawing Rights (SDR 14,300,000) for public finance management reform project ;

Après examen de l'Accord de financement signé à Kigali, au Rwanda le 05 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze million trois cent mille Droits de Tirage Spéciaux (14.300.000 DTS) pour le projet de réforme de la gestion des finances publiques ;

YEMEJE:

ADOPTS:

ADOpte :

Ingingo ya mbere: Kwemera Kwemeza burundu

Article one: Approval for ratification

Article premier: Approbation pour ratification

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 05 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'enye n'ibihumbi magana atatu z'Amadetsi (14.300.000 DTS) agenewe umushinga wo kuvugurura imicungire y'imari ya Leta, ari ku mugereka, yemerewe kwemezwa burundu.

The Financing Agreement signed at Kigali, Rwanda on 05 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fourteen million three hundred thousand Special Drawing Rights (SDR 14,300,000) for public finance management reform project, in appendix, is approved for ratification.

L'Accord de financement signé à Kigali, au Rwanda le 05 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze million trois cent mille Droits de Tirage Spéciaux (14.300.000 DTS) pour le projet de réforme de la gestion des finances publiques, en annexe, est approuvé pour ratification.

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

Article 2: Drafting, consideration and adoption of this Law

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

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

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

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

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, kuwa **04/12/2018**

(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 **04/12/2018**

(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 **04/12/2018**

(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°80/2018 RYO KU WA 04/12/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA KUWA 16 UGUSHYINGO 2018,
HAGATI YA REPUBULIKA Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO INANI N'ICYENDA N'IBIHUMBI
MAGANA ATANDATU Z'AMADETESI
(89.600.000DTS) Y'INKUNGA YA KABIRI
IGENEWE POLITIKI Y'ITERAMBERE
RY'URWEGO RW'INGUFU MU RWANDA**

**LAW N°80/2018 OF 04/12/2018 APPROVING
THE RATIFICATION OF THE FINANCING
AGREEMENT SIGNED AT KIGALI,
RWANDA ON 16 NOVEMBER 2018,
BETWEEN THE REPUBLIC OF RWANDA
AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF EIGHTY-
NINE MILLION SIX HUNDRED THOUSAND
SPECIAL DRAWING RIGHTS (SDR
89,600,000) FOR THE SECOND RWANDA
ENERGY SECTOR DEVELOPMENT POLICY
FINANCING**

**LOI N°80/2018 DU 04/12/2018
APPROUVANT LA RATIFICATION DE
L'ACCORD DE FINANCEMENT SIGNE A
KIGALI, AU RWANDA LE 16 NOVEMBRE
2018, ENTRE LA REPUBLIQUE DU
RWANDA ET L'ASSOCIATION
INTERNATIONALE DE
DEVELOPPEMENT (IDA), RELATIF AU
CREDIT DE QUATRE-VINGT-NEUF
MILLION SIX CENT MILLE DROITS DE
TIRAGE SPECIAUX (89.600.000 DTS)
POUR LE SECOND FINANCEMENT DE
LA POLITIQUE DE DEVELOPPEMENT
DU SECTEUR DE L'ÉNERGIE AU
RWANDA**

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 MATIERES

**Article premier: Approbation pour
ratification**

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

Article 3 : Entrée en vigueur

**ITEGEKO N°80/2018. RYO KU WA 04/12/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA KUWA 16 UGUSHYINGO 2018,
HAGATI YA REPUBULIKA Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO INANI N'ICYENDA N'IBIHUMBI
MAGANA ATANDATU Z'AMADETESI
(89.600.000DTS) Y'INKUNGA YA KABIRI
IGENEWE POLITIKI Y'ITERAMBERE
RY'URWEGO RW'INGUFU MU RWANDA**

Twebwe, KAGAME Paul,
Perezida wa Repubulika ;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo kuwa 26
Ugushyingo 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,

**LAW N°80/2018 OF 04/12/2018 APPROVING
THE RATIFICATION OF THE FINANCING
AGREEMENT SIGNED AT KIGALI,
RWANDA ON 16 NOVEMBER 2018,
BETWEEN THE REPUBLIC OF RWANDA
AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF EIGHTY-
NINE MILLION SIX HUNDRED THOUSAND
SPECIAL DRAWING RIGHTS (SDR
89,600,000) FOR THE SECOND RWANDA
ENERGY SECTOR DEVELOPMENT POLICY
FINANCING**

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 26
November 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°80/2018 DU 04/12/2018
APPROUVANT LA RATIFICATION DE
L'ACCORD DE FINANCEMENT SIGNE A
KIGALI, AU RWANDA LE 16 NOVEMBRE
2018, ENTRE LA REPUBLIQUE DU
RWANDA ET L'ASSOCIATION
INTERNATIONALE DE
DEVELOPPEMENT (IDA), RELATIF AU
CREDIT DE QUATRE-VINGT-NEUF
MILLION SIX CENT MILLE DROITS DE
TIRAGE SPECIAUX (89.600.000 DTS)
POUR LE SECOND FINANCEMENT DE
LA POLITIQUE DE DEVELOPPEMENT
DU SECTEUR DE L'ENERGIE AU
RWANDA**

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 26
novembre 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 ;

iya 168 n'iya 176;

Imaze gusuzuma amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda kuwa 16 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'icyenda n'ibihumbi magana atandatu z'Amadetsi (89.600.000 DTS) y'inkunga ya kabiri igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda ;

YEMEJE:

Ingingo ya mbere: Kwemera Kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'icyenda n'ibihumbi magana atandatu z'Amadetsi (89.600.000 DTS) y'inkunga ya kabiri igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, ari ku mugereka, yemerewe kwemeza 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 signed at Kigali, Rwanda on 16 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty-nine million six hundred thousand Special Drawing Rights (SDR 89,600,000) for the second Rwanda energy sector development policy financing ;

ADOPTS:

Article one: Approval for ratification

The Financing Agreement signed at Kigali, Rwanda on 16 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty-nine million six hundred thousand Special Drawing Rights (SDR 89,600,000) for the second Rwanda energy sector development policy financing, 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 signé à Kigali, au Rwanda le 16 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-neuf million six cent mille Droits de Tirage Spéciaux (89.600.000 DTS) pour le second financement de la politique de développement du secteur de l'énergie au Rwanda ;

ADOPTÉ :

Article premier: Approbation pour ratification

L'Accord de financement signé à Kigali, au Rwanda le 16 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-neuf million six cent mille Droits de Tirage Spéciaux (89.600.000 DTS) pour le second financement de la politique de développement du secteur de l'énergie au Rwanda, 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 munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, on **04/12/2018**

(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, kuwa **04/12/2018**

(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 **04/12/2018**

(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°81/2018 RYO KUWA 04/12/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KUWA 19 NZERI 2018, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'INTUMWA Y'IKIGEGA CYO GUTERA INKUNGA GAHUNDA Y'ISI YO GUTEZA IMBERE UBUHINZI N'UBWHAZE MU BIRIBWA, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI N'ESHESHATU N'IBIHUMBI MAGANA ATATU Z'AMADOLARI Y'ABANYAMERIKA (26.300.000 USD) AGENEWE UMUSHINGA WO KWAGURA UBUHINZI BURAMBYE N'UBWHAZE MU BIRIBWA

LAW N°81/2018 OF04/12/2018 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED AT KIGALI, RWANDA ON 19 SEPTEMBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS TRUSTEE OF THE TRUST FUND FOR THE GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM, RELATING TO THE GRANT OF TWENTY-SIX MILLION THREE HUNDRED THOUSAND AMERICAN DOLLARS (USD 26,300,000) FOR THE SUSTAINABLE AGRICULTURAL INTENSIFICATION AND FOOD SECURITY PROJECT

LOI N°81/2018 DU 04/12/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 19 SEPTEMBRE 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT COMME FIDUCIAIRE DU FONDS FIDUCIAIRE DU PROGRAMME MONDIAL POUR L'AGRICULTURE ET LA SÉCURITÉ ALIMENTAIRE, RELATIF AU DON DE VINGT-SIX MILLIONS TROIS CENT MILLE DOLLARDS AMERICAINS (26.300.000 USD) POUR LE PROJET D'INTENSIFICATION AGRICOLE DURABLE ET DE SÉCURITÉ ALIMENTAIRE

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°81/2018 RYO KU WA 04/12/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 19 NZERI 2018, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'INTUMWA Y'IKIGEGA CYO GUTERA INKUNGA GAHUNDA Y'ISI YO GUTEZA IMBERE UBUNINZI N'UBWHAZE MU BIRIBWA, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI N'ESHESHATU N'IBIHUMBI MAGANA ATATU Z'AMADOLARI Y'ABANYAMERIKA (26.300.000 USD) AGENEWE UMUSHINGA WO KWAGURA UBUNINZI BURAMBYE N'UBWHAZE MU BIRIBWA

Twebwe, KAGAME Paul,
Perezida wa Repubulika ;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo kuwa 26 Ugushyingo 2018;

LAW N°81/2018 OF 04/12/2018 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED AT KIGALI, RWANDA ON 19 SEPTEMBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS TRUSTEE OF THE TRUST FUND FOR THE GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM, RELATING TO THE GRANT OF TWENTY-SIX MILLION THREE HUNDRED THOUSAND AMERICAN DOLLARS (USD 26,300,000) FOR SUSTAINABLE AGRICULTURAL INTENSIFICATION AND FOOD SECURITY 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 26 November 2018;

LOI N°81/2018 DU 04/12/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 19 SEPTEMBRE 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT COMME FIDUCIAIRE DU FONDS FIDUCIAIRE DU PROGRAMME MONDIAL POUR L'AGRICULTURE ET LA SÉCURITÉ ALIMENTAIRE, RELATIF AU DON DE VINGT-SIX MILLIONS TROIS CENT MILLE DOLLARDS AMERICAINS (26.300.000 USD) POUR LE PROJET D'INTENSIFICATION AGRICOLE DURABLE ET DE SÉCURITÉ ALIMENTAIRE

Nous, KAGAME Paul,
Président de la République ;

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

LE PARLEMENT :

La Chambre des Députés, en sa séance du 26 novembre 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;

Imaze gusuzuma amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda kuwa 19 Nzeri 2018, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'intumwa y'Ikigega cyo Gutera Inkunga Gahunda y'Isi yo Guteza Imbere Ubuhinzi n'Ubwihaze mu Biribwa, yerekeranye n'impano ingana na miliyoni makumyabiri n'esheshatu n'ibihumbi magana atatu z'Amadolari y'Abanyamerika (26.300.000 USD) agenewe umushinga wo kwagura ubuhinzi burambye n'ubwihaze mu biribwa ;

YEMEJE:

Ingingo ya mbere : Kwemera kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 19 Nzeri 2018, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'intumwa y'Ikigega cyo Gutera Inkunga Gahunda y'Isi yo Guteza Imbere Ubuhinzi n'Ubwihaze mu Biribwa, yerekeranye n'impano ingana na miliyoni makumyabiri n'esheshatu n'ibihumbi magana atatu z'Amadolari y'Abanyamerika (26.300.000 USD) agenewe umushinga wo kwagura ubuhinzi burambye n'ubwihaze mu

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 at Kigali, Rwanda on 19 September 2018, between the Republic of Rwanda and the International Bank for Reconstruction and development acting as Trustee of the Trust Fund for the Global Agriculture and Food Security Program, relating to the grant of twenty-six million three hundred thousand American dollars (USD 26,300,000) for sustainable agricultural intensification and food security project;

ADOPTS:

Article one: Approval for ratification

The Grant Agreement signed at Kigali, Rwanda on 19 September 2018, between the Republic of Rwanda and the International Bank for Reconstruction and development acting as Trustee of the Trust Fund for the Global Agriculture and Food Security Program, relating to the grant of twenty-six million three hundred thousand American dollars (USD 26,300,000) for sustainable agricultural intensification and food security 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 19 septembre 2018, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant comme fiduciaire du Fonds Fiduciaire du Programme Mondial pour l'Agriculture et la Sécurité Alimentaire, relatif au don de vingt-six millions trois cent mille dollars Américains (26.300.000 USD) pour le projet d'intensification agricole durable et de sécurité alimentaire ;

ADOpte :

Article premier: Approbation pour ratification

L'Accord de don signé à Kigali, au Rwanda le 19 septembre 2018, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant comme fiduciaire du Fonds Fiduciaire du Programme Mondial pour l'Agriculture et la Sécurité Alimentaire, relatif au don de vingt-six millions trois cent mille dollars Américains (26.300.000 USD) pour le projet d'intensification agricole durable et de sécurité alimentaire, en annexe, est approuvé pour

biribwa, 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, kuwa **04/12/2018**

(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 Ikinyarwanda.

Article 3: Commencement

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

Kigali, on **04/12/2018**

(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

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 **04/12/2018**

(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°82/2018 RYO KUWA 04/12/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KUWA 19 NZERI 2018, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA N'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA), YEREKERANYE N'IMPANO INGANA NA MILIYARI EBYIRI NA MILIYONI MAGANA ATANDATU NA MIRONGO ITATU N'ESHANU Z'AMAYENI Y'UBUYAPANI (2,635,000,000 JPY) AGENEWE UMUSHINGA WO KUNONONSORA IMIYOBORO IHUZA SITASIYO NTO Z'AMASHANYARAZI NO KUYAKWIRAKWIZA MU BATURAGE (IGICE CYA 3)

LAW N°82/2018 OF 04/12/2018 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA ON 19 SEPTEMBER 2018, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA), RELATING TO THE GRANT OF TWO BILLION SIX HUNDRED AND THIRTY-FIVE MILLION JAPANESE YEN (JPY 2,635,000,000) FOR THE PROJECT FOR THE IMPROVEMENT OF SUBSTATION AND DISTRIBUTION NETWORK (PHASE 3)

LOI N°82/2018 DU 04/12/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 19 SEPTEMBRE 2018, ENTRE LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA ET L'AGENCE JAPONAISE DE COOPERATION INTERNATIONALE (JICA), RELATIF AU DON DE DEUX MILLIARDS SIX CENT TRENTE CINQ MILLIONS DE YEN JAPONAIS (2.635.000.000 JPY) POUR LE PROJET D'AMÉLIORATION DU RÉSEAU DE SOUS-STATION ET DE DISTRIBUTION (PHASE 3)

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°82/2018 RYO KUWA 04/12/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KUWA 19 NZERI 2018, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA N'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA), YEREKERANYE N'IMPANO INGANA NA MILIYARI EBYIRI NA MILIYONI MAGANA ATANDATU NA MIRONGO ITATU N'ESHANU Z'AMAYENI Y'UBUYAPANI (2,635,000,000 JPY) AGENEWE UMUSHINGA WO KUNONONSORA IMIYOBORO IHUZA SITASIYO NTO Z'AMASHANYARAZI NO KUYAKWIRAKWIZA MU BATURAGE (IGICE CYA 3)

Twebwe, KAGAME Paul,
Perezida wa Repubulika ;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo kuwa 26 Ugushyingo 2018;

LAW N°82/2018 OF 04/12/2018 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA ON 19 SEPTEMBER 2018, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA), RELATING TO THE GRANT OF TWO BILLION SIX HUNDRED AND THIRTY-FIVE MILLION JAPANESE YEN (JPY 2,635,000,000) FOR THE PROJECT FOR THE IMPROVEMENT OF SUBSTATION AND DISTRIBUTION NETWORK (PHASE 3)

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 26 November 2018;

LOI N° 82/2018 DU 04/12/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 19 SEPTEMBRE 2018, ENTRE LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA ET L'AGENCE JAPONAISE DE COOPERATION INTERNATIONALE (JICA), RELATIF AU DON DE DEUX MILLIARDS SIX CENT TRENTE CINQ MILLIONS DE YEN JAPONAIS (2.635.000.000 JPY) POUR LE PROJET D'AMÉLIORATION DU RÉSEAU DE SOUS-STATION ET DE DISTRIBUTION (PHASE 3)

Nous, KAGAME Paul,
Président de la République ;

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

LE PARLEMENT :

La Chambre des Députés, en sa séance du 26 novembre 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;

Imaze gusuzuma amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda kuwa 19 Nzeri 2018, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari ebyiri na miliyoni magana atandatu na mirongo itatu n'eshanu z'Amayeni y'Ubuyapani (2,635,000,000 JPY) agenewe umushinga wo kunononsora imiyoboro ihuza sitasiyo nto z'amashanyarazi no kuyakwirakwiza mu baturage (Igice cya 3);

YEMEJE

Ingingo ya mbere : Kwemera Kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda kuwa 19 Nzeri 2018, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari ebyiri na miliyoni magana atandatu na mirongo itatu n'eshanu z'Amayeni y'Ubuyapani (2,635,000,000 JPY) agenewe umushinga wo kunononsora imiyoboro ihuza sitasiyo nto z'amashanyarazi no

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in its 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 19 September 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of two billion six hundred and thirty-five million Japanese Yen (JPY 2,635,000,000) for the project for the improvement of substation and distribution network (phase 3);

ADOPTS:

Article one: Approval for ratification

The Grant Agreement signed in Kigali, Rwanda on 19 September 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of two billion six hundred and thirty-five million Japanese Yen (JPY 2,635,000,000) for the project for the improvement of substation and distribution network (phase 3), 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 19 septembre 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de deux milliards six cent trente cinq millions de Yen Japonais (2.635.000.000 JPY) pour le projet d'amélioration du réseau de sous-station et de distribution (phase 3);

ADOpte :

Article premier : Approbation pour ratification

L'Accord de don signé à Kigali, au Rwanda le 19 septembre 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de deux milliards six cent trente cinq millions de Yen Japonais (2.635.000.000 JPY) pour le projet d'amélioration du réseau de sous-station et de distribution (phase 3), en annexe, est approuvé pour ratification.

kuyakwirakwiza mu baturage (Igice cya 3), 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, kuwa **04/12/2018**

(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 Ikinyarwanda.

Article 3: Commencement

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

Kigali, on **04/12/2018**

(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 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 **04/12/2018**

(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°146/01 RYO KU WA 27/11/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 UKWAKIRA 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU N'ESHATU ZA *UNITS OF ACCOUNT* (53.000.000 UA) AGENEWE GAHUNDA YA II YO KONGERA UBURYO BWO KWEGEREZA ABATURAGE AMASHANYARAZI (SEAP II)

PRESIDENTIAL ORDER N° 146/01 OF 27/11/2018 RATIFYING THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 OCTOBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND, RELATING TO THE LOAN OF FIFTY-THREE MILLION UNITS OF ACCOUNT (UA 53,000,000) FOR SCALING UP ELECTRICITY ACCESS PROGRAM II (SEAP II)

ARRÊTÉ PRÉSIDENTIEL N° 146/01 DU 27/11/2018 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI, AU RWANDA LE 16 OCTOBRE 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS AFRICAÎN DE DÉVELOPEMENT, RELATIF AU PRÊT DE CINQUANTE-TROIS MILLIONS D'UNITÉS DE COMPTE (53.000.000 UC) POUR LE SECOND PROGRAMME D'AMÉLIORATION DE L'ACCÈS À L'ÉLECTRICITÉ (SEAP II)

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

TABLE OF CONTENTS

Article One: Ratification

Article 2: Authorities responsible for the implementation of this Order

Article 3: Commencement

TABLE DES MATIÈRES

Article premier: Ratification

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

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 146/01 RYO KU WA 27/11/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 UKWAKIRA 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU N'ESHATU ZA UNITS OF ACCOUNT (53.000.000 UA) AGENEWE GAHUNDA YA II YO KONGERA UBURYO BWO KWEGEREZA ABATURAGE AMASHANYARAZI (SEAP II)

PRESIDENTIAL ORDER N° 146/01 OF 27/11/2018 RATIFYING THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 OCTOBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND, RELATING TO THE LOAN OF FIFTY-THREE MILLION UNITS OF ACCOUNT (UA 53,000,000) FOR SCALING UP ELECTRICITY ACCESS PROGRAM II (SEAP II)

ARRÊTÉ PRÉSIDENTIEL N° 146/01 DU 27/11/2018 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI, AU RWANDA, LE 16 OCTOBRE 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DÉVELOPEMENT, RELATIF AU PRÊT DE CINQUANTE-TROIS MILLIONS D'UNITÉS DE COMPTE (53.000.000 UC) POUR LE SECOND PROGRAMME D'AMÉLIORATION DE L'ACCÈS À L'ÉLECTRICITÉ (SEAP II)

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

Dushingiye ku Itegeko n° 76/2018 ryo ku wa 27/11/2018 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018, hagati ya Repubulika y'u

Pursuant to Law n° 76/2018 of 27/11/2018 approving the ratification of the Loan Agreement signed in Kigali, Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Fund,

Vu la Loi n° 76/2018 du 27/11/2018 approuvant la ratification de l'Accord de prêt signé à Kigali, au Rwanda le 16 octobre 2018, entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de

<p>Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'eshatu za <i>Units of Account</i> (53.000.000 UA) agenewe Gahunda ya II yo kongera uburyo bwo Kwegereza Abaturage Amashanyarazi (SEAP II);</p>	<p>relating to the loan of fifty-three million Units of Account (UA 53,000,000) for Scaling Up Electricity Access Program II (SEAP II);</p>	<p>cinquante-trois millions d'Unités de Compte (53.000.000 UC) pour le second Programme d'Amélioration de l'Accès à l'Électricité (SEAP II);</p>
--	---	--

<p>Tumaze kubona Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'eshatu za <i>Units of Account</i> (53.000.000 UA) agenewe Gahunda ya II yo kongera uburyo bwo Kwegereza Abaturage Amashanyarazi (SEAP II);</p>	<p>Having considered the Loan Agreement signed in Kigali, Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Fund, relating to the loan of fifty-three million Units of Account (UA 53,000,000) for Scaling Up Electricity Access Program II (SEAP II);</p>	<p>Considérant l'Accord de prêt signé à Kigali, au Rwanda le 16 octobre 2018, entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de cinquante-trois millions d'Unités de Compte (53.000.000 UC) pour le second Programme d'Amélioration de l'Accès à l'Électricité (SEAP II);</p>
---	--	---

<p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p>	<p>On proposal by the Minister of Finance and Economic Planning;</p>	<p>Sur proposition du Ministre des Finances et de la Planification Économique;</p>
--	--	--

<p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p>	<p>After consideration and approval by the Cabinet;</p>	<p>Après examen et adoption par le Conseil des Ministres;</p>
---	---	---

<p>TWATEGETSE KANDI DUTEGETSE:</p>	<p>HAVE ORDERED AND ORDER:</p>	<p>AVONS ARRÊTÉ ET ARRÊTONS:</p>
---	---------------------------------------	---

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'eshatu za *Units of Account* (53.000.000 UA) agenewe Gahunda ya II yo kongera uburyo bwo Kwegereza Abaturage Amashanyarazi (SEAP II), 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 n'Ubutwererane na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

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

Article One: Ratification

The Loan Agreement signed in Kigali, Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Fund, relating to the loan of fifty-three million Units of Account (UA 53,000,000) for Scaling Up Electricity Access Program II (SEAP II), annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

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

Article 3: Commencement

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

Article premier: Ratification

L'Accord de prêt signé à Kigali, au Rwanda le 16 octobre 2018, entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de cinquante-trois millions d'Unités de Compte (53.000.000 UC) pour le second Programme d'Amélioration de l'Accès à l'Électricité (SEAP II), 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 Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale 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, ku wa 27/11/2018

(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 27/11/2018

(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 27/11/2018

(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° 146/01 RYO KU WA
27/11/2018 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I
KIGALI MU RWANDA KU WA 16
UKWAKIRA 2018, HAGATI YA
REPUBLIC Y'U RWANDA
N'IKIGEGA NYAFURIKA GITSURA
AMAJYAMBERE, YEREKERANYE
N'INGUZANYO INGANA NA
MILIYONI MIRONGO ITANU
N'ESHATU ZA *UNITS OF ACCOUNT*
(53.000.000 UA) AGENEWE GAHUNDA
YA II YO KONGERA UBURYO BWO
KWEGEREZA ABATURAGE
AMASHANYARAZI (SEAP II)

ANNEX TO PRESIDENTIAL ORDER N°
146/01 OF 27/11/2018 RATIFYING THE
LOAN AGREEMENT SIGNED IN
KIGALI, RWANDA ON 16 OCTOBER
2018, BETWEEN THE REPUBLIC OF
RWANDA AND THE AFRICAN
DEVELOPMENT FUND, RELATING TO
THE LOAN OF FIFTY-THREE
MILLION UNITS OF ACCOUNT (UA
53,000,000) FOR SCALING UP
ELECTRICITY ACCESS PROGRAM II
(SEAP II)

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
N°146/01 DU 27/11/2018 RATIFIANT
L'ACCORD DE PRÊT SIGNÉ À KIGALI
AU RWANDA, LE 16 OCTOBRE 2018,
ENTRE LA RÉPUBLIQUE DU RWANDA
ET LE FONDS AFRICAIN DE
DÉVELOPEMENT, RELATIF AU PRÊT
DE CINQUANTE-TROIS MILLIONS
D'UNITÉS DE COMPTE (53.000.000 UC)
POUR LE SECOND PROGRAMME
D'AMÉLIORATION DE L'ACCÈS À
L'ÉLECTRICITÉ (SEAP II)



RESULTS BASED FINANCING
PROGRAM ID No. : P-RW-FA0-016
LOAN No.: 2100150040243

LOAN AGREEMENT

BETWEEN

THE REPUBLIC OF RWANDA

AND

AFRICAN DEVELOPMENT FUND

(Scaling Up Electricity Access Program II (SEAP II))

LOAN AGREEMENT

(Scaling Up Electricity Access Program II (SEAP II))

PROGRAM ID No. : P-RW-F00-016

LOAN No. : 2100150040243

This LOAN AGREEMENT, (the "Agreement") is entered into this 16th day of OCTOBER 2018 between the REPUBLIC OF RWANDA (the "Borrower") and the AFRICAN DEVELOPMENT FUND (the "Fund").

WHEREAS:

- (A) The Borrower has requested the Fund to provide a loan out of its resources, to assist in financing the "Scaling Up Electricity Access Program II (SEAP II)" (the "Program") as further described in Schedule I (*Program Description*) to this Agreement;
- (B) The Borrower's Ministry of Finance ("MINECOFIN") and Ministry of Infrastructure (MININFRA) as well as the Rwanda Energy Group Limited ("REG") and its subsidiaries, Energy Development Corporation Limited ("EDCL") and Energy Utility Corporation Limited ("EUCL") shall be the executing agencies (the "Executing Agencies") for the Program;
- (C) The Fund has agreed on the basis, *inter alia*, of the foregoing to extend to the Borrower as a loan, the amount specified in Section 2.01 (*Amount*) of this Agreement on the terms and conditions set forth and /or referred to in this Agreement; and
- (D) By an agreement dated on or about the Date of this Loan Agreement between the Borrower and the African Development Bank (the "Bank" or the "AfDB") (the "AfDB Loan Agreement"), the Bank has agreed to extend a loan of an amount not exceeding One Hundred and Sixty Five Million Five Hundred and Ninety Thousand Euros (EUR 165,590,000) (the "AfDB Loan") to further assist in the financing of the Program on the terms and conditions of said agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

GENERAL CONDITIONS - DEFINITIONS

Section 1.01. **General Conditions.** The *General Conditions Applicable to the African Development Fund Loan Agreements and Guarantee Agreements (Sovereign Entities)* dated February 2009, as modified by Schedule IV (*Modifications to the General Conditions*) of this Agreement, and as the same may be amended from time to time, (the "General Conditions") constitute an integral part of this Agreement.

Section 1.02. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in Schedule III (*Definitions*) to this Agreement.

Section 1.03. **Schedules.** The Schedules to this Agreement form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

ARTICLE II

THE LOAN

Section 2.01. **Amount.** The Fund agrees to extend to the Borrower, on the terms and conditions set forth and / or referred to in this Agreement, a loan of an amount in various convertible currencies other than the currency of the Borrower, not exceeding the equivalent of Fifty Three Million Units of Account (UA53,000,000) (the "Loan") to assist in the financing of the Program.

Section 2.02. **Payment Dates.** The Payment Dates are 1 June and 1 December in each year.

Section 2.03. **Commitment Charge.** The Commitment Charge payable by the Borrower on the Undisbursed Loan Balance shall be at a rate equal to zero point five per cent (0.5%) per annum. The Commitment Charge shall begin to accrue one hundred and twenty (120) days after the Date of the Loan Agreement and shall be payable on a Payment Date.

Section 2.04. **Service Charge.** The Service Charge payable by the Borrower on the Disbursed Loan Balance shall be equal to zero point seventy-five per cent (0.75%) per annum. The Service Charge shall be payable on a Payment Date.

Section 2.05. **Repayment of the Principal.**

- (a) Subject to Section 2.07 (*Accelerated Repayment*) of this Agreement, the duration of the Loan shall be forty (40) years including a grace period of five (5) years (the "Grace Period") commencing on the Date of the Loan Agreement. During the Grace Period, the Service Charge and the Commitment Charge shall be payable.
- (b) The Loan shall be amortized over a period of thirty-five (35) years after the expiration of the Grace Period, at the rate of two point eight six per cent (2.86%) per annum, in equal and consecutive semi-annual instalments payable on a Payment Date. The first of such instalments shall be payable on the Payment Date immediately following the expiration of the Grace Period.

Section 2.06. **Currency of Payment.** All amounts due to the Fund under this Agreement shall be payable in the Disbursement Currency as provided in Section 3.04 (*Disbursement Currency*) of this Agreement or the Substitute Currency as applicable.

Section 2.07. **Accelerated Repayment**

- (a) Notwithstanding the provisions of Section 2.05 (*Repayment of the Principal*) of this Agreement, the Fund may modify the repayment of instalments of the Disbursed Loan Balance in accordance with paragraphs (b) and (c) of this Section whenever all of the following events have occurred:
 - (i) the Borrower's per capita gross national income, as determined by the Fund, has exceeded for more than two (2) consecutive years, the level established by the Fund for determining eligibility to access the Fund's resources;
 - (ii) the Bank considers the Borrower creditworthy for borrowing from the Bank; and
 - (iii) after due consideration of the development of the Borrower's economy and other relevant factors, the Board of Directors of the Fund has reviewed and approved such modification.

- (b) The Fund shall, upon the occurrence of the events referred to in Section 2.07 (a) (*Accelerated Repayment*) of this Agreement, notify the Borrower of the same and
- (i) require the Borrower to repay twice the amount of each instalment of the Disbursed Loan Balance not yet due until the Loan has been fully repaid (the "Principal Option"); or
 - (ii) require the Borrower to increase the Service Charge applicable to the Disbursed Loan Balance to an annual rate agreed with the Fund that would, in the opinion of the Fund, result in the same level of concessionality as the Principal Option (the "Interest Option"); or
 - (iii) if the agreed applicable Service Charge under the Interest Option would be more than the fixed rate for a Bank sovereign-guaranteed loan:
 - 1. require the Borrower to repay an amount agreed with the Fund that is greater than the then applicable semi-annual instalment; and
 - 2. increase the Service Charge applicable to the Loan to an annual rate agreed with the Fund that is equal to that of the fixed rate for a similar Bank sovereign-guaranteed loan (the "Combination Option").
- (c) The Borrower shall, within two (2) months of receipt of the notice referred to in paragraph (b) of this Section, notify the Fund whether it elects the Principal Option, the Interest Option or, if applicable, the Combination Option. In the event that the Borrower does not respond within the two (2) month period, the Fund shall automatically apply the Principal Option.
- (d) The Borrower shall commence such modified repayment as of the first semi-annual Payment Date, falling not less than six (6) months after the date on which the Fund notifies the Borrower that the events specified in paragraph (a) of this Section have occurred; provided, however, that in no event shall the Borrower be required to commence such modified repayment prior to the Grace Period.
- (e) If, at any time after the repayment terms have been modified pursuant to paragraph (a) of this Section, the Fund determines that the Borrower's

economic condition has deteriorated significantly, the Fund may, if so requested by the Borrower, further revise the terms of repayment of the Disbursed Loan Balance and/or the Service Charge to conform to the repayment terms originally provided for in this Agreement, taking into account any repayments already made by the Borrower.

Section 2.08. **Prepayment.** In the event that the Borrower graduates from being eligible to borrow only from the Fund, the Borrower may, but shall not be obligated to repay in advance of maturity, the Disbursed Loan Balance in one (1) lump sum on a date agreed upon between the parties. The Fund may, in its sole discretion, provide a discount on the Disbursed Loan Balance to be prepaid. The amount to be prepaid shall be applied in the following order: Commitment Charge, Service Charge, other charges and principal.

ARTICLE III

ENTRY INTO FORCE AND DISBURSEMENT

Section 3.01. **Entry into Force.** The Loan Agreement shall enter into force upon fulfillment by the Borrower of the provisions of Section 12.01 (*Entry into Force*) of the General Conditions.

Section 3.02. **Disbursement.** The proceeds of the Loan shall be disbursed to the Borrower, in accordance with the provisions of (a) Article V (*Disbursement of the Loan*) of the General Conditions; (b) the Disbursement Handbook, as applicable; (c) the Disbursement Letter; (d) this Article III (*Entry into Force and Disbursement*); and (e) such additional instructions as the Fund may specify by notice to the Borrower, to finance the results areas under the Program, as measured against specific indicators (the "Disbursement-Linked Indicators" or "DLIs") as set forth in the DLI Matrix.

Section 3.03. **Deposit Account.** All disbursements shall be deposited by the Fund into the Consolidated Fund (Treasury Single Account (TSA) at the National Bank of Rwanda.

Section 3.04. **Disbursement Currency.** The Disbursement Currency is the United States Dollar.

Section 3.05. **Conditions Precedent to First Disbursement.** In addition to the provisions of Section 3.01 (*Entry into Force*) of this Agreement, the obligations of

the Fund to make the first disbursement of the Loan shall be subject to the satisfaction of the following conditions by the Borrower:

- (a) the execution and delivery of a Subsidiary Agreement between the Borrower and EDCL in form and substance satisfactory to the Fund;
- (b) submission of evidence that the Subsidiary Agreement has been duly authorised by the Borrower and EDCL and is legally binding upon the parties in accordance with its terms;
- (c) the execution and delivery of Program Agreements between the Fund and three of the Executing Agencies (REG, EDCL and EUCL) in form and substance satisfactory to the Fund;
- (d) submission of evidence in form and substance satisfactory to the Fund including the relevant Program Result Verification Report indicating that the DLI(s) for which the disbursement is requested has / have been fully achieved or partially achieved (for DLIs for which partial disbursement is allowed as specified in the DLI Matrix) as required under the relevant DLI Verification Protocol; and
- (e) for purposes of Section 3.06 (*Prior Result Financing*) of this Agreement, the appointment of the Office of the Auditor General as the Independent Verification Agency with terms of reference satisfactory to the Fund.

Section 3.06. **Prior Results Financing.** Subject to the provisions of Section 3.05 (a), (b), (c) and (e) (*Conditions Precedent to First Disbursement*) above and Section 3.09 (a) (*Reconciliation*) of this Agreement , no disbursement(s) shall be made for any DLI(s) achieved prior to the Date of the Loan Agreement, provided that the disbursement of an aggregate amount not exceeding the equivalent of One Million, Eighty Thousand Units of Account (UA 1,080,000), may be made in respect of the DLI 4.2 (*Appointment of Independent Verification Agency*), which was achieved between 6 July 2018 and the Date of the Loan Agreement.

Section 3.07. **Condition Precedent to all Subsequent Disbursements.** The obligation of the Fund to make subsequent disbursements of the Loan shall be subject to the submission by the Borrower of evidence in form and substance satisfactory to the Fund including the relevant Program Result Verification Report indicating that the DLI(s) for which the disbursement is requested has / have been fully achieved or partially achieved (for DLI(s) for which partial disbursement is

allowed as specified in the DLI Matrix) as required under the relevant DLI Verification Protocol.

Section 3.08. Advance Financing

- (a) Subject to the provisions of Section 3.05 (a) – (c) (*Conditions Precedent to First Disbursement*) above and Section 3.09 (a) (*Reconciliation*) of this Agreement, the Borrower may, prior to the achievement of any DLI(s), request a disbursement of a portion of the Loan as an advance for purposes of supporting the achievement of the following DLIs : DLI 1.1 (*Improve SAIDI for 30/15 KV*), DLI 1.2 (*Installation of SCADA/DMS*), DLI 3.1 (*Additional Number of New Household SHS Customers*) and DLI 4.1 (*Implementation of the Annual Capacity Building and Technical Assistance Program* based on the Allocated Amount in the DLI Matrix.
- (b) Upon subsequent achievement of the DLI(s) for which advance financing has / have been provided, the Fund shall recover the outstanding Advance Financing Amount from the Loan proceeds for such DLI(s) that has / have been achieved, by deducting the Advance Financing Amount from the amount due to be disbursed under the relevant DLI(s).
- (c) Additional advances may be made by the Fund upon request by the Borrower once the previous Advance Financing Amount has been fully or partially recovered, subject to Section 3.09 (a) (*Reconciliation*) of this Agreement.

Section 3.09. Reconciliation

- (a) (i) The outstanding Advance Financing Amount shall not, at any time, exceed twenty-five percent (25%) of the Loan amount; and (ii) the aggregate outstanding Advance Financing Amount and the Prior Results Financing Amount, shall not, at any time, exceed thirty percent (30%) of the Loan amount.
- (b) If any DLI(s) has / have not been achieved by the Closing Date, the Borrower shall, within six (6) months after the Closing Date, refund to the Fund, any outstanding Advance Financing Amount or part thereof which corresponds to the Allocated Amount under the DLI Matrix for the DLI(s) or part of the DLI(s) which has / have not been achieved. Except as otherwise agreed with the Borrower, the Fund shall cancel the amount so refunded.

- (c) If by the Closing Date, the total amount of Program Expenditure is less than the Disbursed Loan Balance, the Fund shall require the Borrower to refund, an amount equal to such shortfall, within six (6) months after the Closing Date. Any refunded Loan amounts shall be cancelled by the Fund upon receipt in accordance with Section 6.03 (*Cancellation by the Fund*) of the General Conditions.
- (d) Upon cancellation of the Loan by the Borrower, any outstanding Advance Financing Amount for which no DLI(s) has / have been achieved, shall be repaid to the Fund in a lump sum within six (6) months after the date of the cancellation notice, together with any accrued interest, service charge or other applicable charges thereon.

Section 3.10. DLI Achievement

- (a) If the Fund is not satisfied that any one or more of the DLI(s) set forth in the DLI Matrix, has / have been achieved within the period the said DLI(s) is / are set to be achieved, and/ or the Allocated Amount(s) for the DLI(s) has / have not been fully disbursed, the Fund may in consultation with the Borrower :
 - (i) authorize the disbursement of an amount less than the Allocated Amount of the said DLI(s), which, in the opinion of the Fund, corresponds to the extent of achievement of said DLI(s) and / or;
 - (ii) withhold all or a portion of the proceeds of the Loan corresponding to the Allocated Amount(s) for the said DLI(s) until such DLI(s) is / are, in the opinion of the Fund, satisfactorily met ; and /or
 - (iii) reallocate all or a portion of the proceeds of the Loan corresponding to the Allocated Amount(s) of the said DLI(s) to any other DLI(s) and / or;
 - (iv) cancel all or a portion of the proceeds of the Loan corresponding to the Allocated Amount(s) previously allocated to the said DLI(s).
- (b) The timelines indicated for disbursement set forth in the DLI Matrix, are indicative only and shall not restrict disbursement on account of any DLI targets achieved (i) ahead of the expected timeline, or (ii) later than the expected timeline, provided that the achievement of any DLI shall be no later than the Closing Date.



Section 3.11. **Closing Date.** For purposes of Section 6.03 (*Cancellation by the Fund*) of the General Conditions, the Closing Date shall be **31 March, 2022**, or such later date as shall be agreed upon in writing between the Borrower and the Fund.

ARTICLE IV **UNDERTAKINGS**

Section 4.01. The Borrower declares its commitment to: (a) the attainment of the Program objectives; (b) the implementation of key Program actions identified; (c) the strengthening of institutions, enhancement of country systems and capacity building; (d) the achievement of the DLIs for the Program and (e) sustaining the results achieved for the Program. To this end, the Borrower shall and shall cause the Executing Agencies and, their contractors and/or agents to carry out the Program, in accordance with:

- (a) the provisions of Article IX (*Project Implementation - Cooperation and Information*) of the General Conditions, this Agreement and the Program Agreements; and
- (b) the financial management, environmental and social management systems acceptable to the Fund which are designed to ensure that :
 - (i) the Loan proceeds are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
 - (ii) the actual and potential adverse environmental and social impacts of the Program are identified, avoided, minimized or mitigated, as the case may be, all through an informed decision-making process.

Section 4.02. **Institutional Arrangements**

- (a) The Borrower shall and shall cause MININFRA to constitute a Program Technical Unit ("PTU") to oversee the day-to-day implementation of the Program and facilitate the collection and collation of the evidence of the achievement of DLIs. The PTU shall comprise, amongst others, the following key specialists: (i) Coordinator, Electricity Access Rollout Program ("EARP") as Chairperson; (ii) REG Director of Planning as the Secretary; (iii) EDCL Director of Primary and Social Energies Department;

(iv) EDCL Director of Energy Planning; (v) EUCL Director of Operations; (vi) EDCL Head of Procurement; (vii) REG Head of Monitoring & Evaluation ; (viii) REG Director of Human Resources, (ix) REG Chief Financial Officer and (x) EDCL, Director of Financial Management.

- (b) The Borrower shall and shall cause MININFRA to ensure that the PTU is assigned with the technical, social and environmental safeguards, fiduciary and other responsibilities for implementing the Program, as well as with powers, functions, institutional capacity and staffing acceptable to the Fund, and resources adequate to fulfill their respective functions under the Program.

Section 4.03. **Verification of Program Results.** The Borrower shall prior to each disbursement under the Program carry out in accordance with the Verification Protocol, an assessment to determine the extent to which the DLI(s) in respect of which disbursement is requested has / have been achieved. To this end, the Borrower shall:

- (a) appoint the Office of the Auditor General as the Independent Verification Agency on terms of reference acceptable to the Fund, for the purpose of verifying the achievement of the DLIs and providing an opinion on the achievement of the DLIs, in accordance with the Verification Protocol as applicable;
- (b) furnish the Office of the Auditor General with adequate financial resources to cover the operational expenses for executing its responsibility as the Independent Verification Agency; and
- (c) cause the Office of the Auditor General to, not later than thirty (30) days, after the verification of achievement of said DLIs has been completed, prepare and furnish to the Borrower and the Borrower shall, in turn furnish to the Fund, a Program Result Verification Report, no later than January 31 2019 for the period 2018/2019, and thereafter, by no later than August 21 of each calendar year of Program implementation or such other period as may be agreed between the Borrower and the Fund in writing.

Section 4.04. **Operations Manual**

- (a) The Borrower shall carry out and cause the Executing Agencies to carry out, the Program in accordance with the Operations Manual as may be updated from time to time.

- (b) Notwithstanding the foregoing, if any provision of the said Operations Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 4.05. **Program Action Plan.**

- (a) The Borrower shall carry out and cause the Executing Agencies to carry out, the Program Action Plan, including the following critical actions, in accordance with the schedule set out therein and in a manner satisfactory to the Fund,:
- (i) the designation of staff and focal persons for the Program Technical Unit in accordance with Section 4.02 (*Institutional Arrangements*) of this Loan Agreement, not later than one (1) month after the Date of this Loan Agreement ;
 - (ii) the approval of the National Electrification Plan by the Ministry of Infrastructure not later than three (3) months after the Date of Entry into of the Agreement or such later period as may be agreed by the parties in writing; and
 - (iii) the recruitment of the Director of Finance of EUCL not later than six (6) months after the Date of this Loan Agreement.
- (b) The Borrower may not amend or permit to be amended, any provision of the Program Action Plan, without the prior written agreement of the Fund.
- (c) Notwithstanding the foregoing, if any provision of the said Program Action Plan is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 4.06. **Subsidiary Agreement**

- (a) To facilitate the implementation of the Program, the Borrower shall make the proceeds of the Loan available to EDCL under a subsidiary agreement between the Borrower and EDCL (the "Subsidiary Agreement") under terms and conditions approved by the Fund, which shall include inter alia (i) the roles and responsibilities of the relevant executing agencies with regard to the implementation of the Program; and (ii) the obligation of the relevant executing agencies to comply with the reporting, financial management, technical, fiduciary, safeguards, monitoring and other

relevant requirements applicable to the Program in accordance with the provisions of this Agreement.

- (b) The Borrower shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interest of the Borrower and the Fund and to accomplish the purposes of the Loan. Except as the Fund shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.
- (c) Notwithstanding the foregoing, in the event of a conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

Section 4.07. Environmental and Social Safeguards.

The Borrower shall and shall cause the Executing Agencies, all their contractors, sub-contractors and agents to:

- (a) carry out the Program in accordance with the Strategic Environmental and Social Assessment ("SESA"), any other site specific Environmental and Social Management Plan ("ESMP") which will be prepared, the Fund's Safeguards Policies and the applicable national legislation, in a manner and in substance satisfactory to the Fund;
- (b) prepare and submit to the Fund, as part of the Program Report referred to in Section 7.01 (*Program Report*) of this Agreement, quarterly reports on the implementation of the ESMP and the Abbreviated Resettlement Action Plan (ARAP) including any implementation failures and related remedies thereof; and
- (c) refrain from taking any action which would prevent or interfere with the implementation of the SESA, and any ESMP to be prepared including any amendment, suspension, waiver, and/or voidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the Fund.

Section 4.08. Integrity. The Borrower shall, and shall cause Executing Agencies, and all of their contractors or agents to, carry out the Program in accordance with the provisions of the Anti-Corruption Policies.

Section 4.09. Excluded Activities. The Borrower shall ensure that the Program excludes any activities which:



- (a) in the opinion of the Fund, are likely to have significant climate, environment and social impacts and / or are classified as Category one (1) under the Fund's Safeguards Policies; and / or;
- (b) involve the procurement of (i) works, turnkey and supply and installation contracts estimated to cost Fifty Million United States Dollars (USD 50,000,000) equivalent or more per contract; (ii) goods estimated to cost Thirty Million United States Dollars (USD30,000,000) equivalent or more per contract; (iii) information technology systems and non-consulting services, estimated to cost Twenty Million United States Dollars (USD 20,000,000) equivalent or more per contract or (iv) consulting services estimated to cost Fifteen Million United States Dollars (USD 15,000,000) equivalent or more per contract; and / or
- (c) are listed in Schedule V (*Negative List*) to this Agreement.

ARTICLE V
ADDITIONAL REMEDIES OF THE FUND

Section 5.01. **Other Events of Suspension.** For the purpose of Section 6.02 (1) (k) (*Other Events of Suspension*) of the General Conditions, the other events of suspension of the Loan consists of the following:

- (a) The REG Legislation has been amended, suspended, repealed or waived or in the opinion of the Fund, the legal character, ownership or control of any of REG, EDCL and EUCL has changed from that prevailing as of the Date of the Loan Agreement, so as to materially and adversely affect the ability of any of REG, EDCL and EUCL to perform any of their obligations arising under or entered into pursuant to the Loan Agreement, or to achieve the objectives of the Project;
- (b) Any action has been taken for the dissolution, disestablishment or suspension of operations of any of REG, EDCL and EUCL;
- (c) EDCL has failed to perform its obligations under the Subsidiary Agreement;
- (d) The Borrower has taken or permitted to be taken any action which would prevent or interfere with the performance by REG, EDCL and EUCL of their obligations under the Program Agreements;

- (e) The Borrower fails to refund any amounts notified by the Fund under Section 3.09 (*Reconciliation*) of this Agreement within six (6) months of notice thereof by the Fund; or
- (f) Any circumstance arising which in the opinion of the Fund interferes with or threatens to interfere with the successful completion of the Program or the accomplishment of its purposes.

Section 5.02. **Other Events of Cancellation.** In addition, to the events in Section 6.03 (*Cancellation by the Fund*) of the General Conditions, the other events of cancellation of the Loan consists of any event specified in Section 5.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Fund to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Fund.

Section 5.03. **Other Events of Acceleration.** In addition to events in Section 7.01 (*Events of Acceleration*) of the General Conditions, the other events of acceleration of the Loan consist of any event specified in Section 5.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Fund to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Fund.

ARTICLE VI **PROCUREMENT**

Section 6.01. **Procurement.** All Goods, Works, Non-Consulting Services and Consulting Services required for the Program and to be financed out of the proceeds of the Loan shall be procured in accordance with the provisions of the Procurement Framework.

Section 6.02. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Article VI (*Procurement*) including those describing particular procurement methods or methods of review by the Fund of particular contracts, have the meanings ascribed to them in the Procurement Framework.

Section 6.03. Use of the Borrower's Procurement System.

- (a) **Eligibility.** The proceeds of the Loan shall be used for the procurement of Goods, Civil Works, Non-Consulting Services and Consulting Services satisfying the applicable country of origin requirements prescribed in the Law Governing Public Procurement No.62/2018 of 25/08/2018 (the "Borrower's Procurement System"), except that, the proceeds of the Loan shall not be used for the procurement of :
- (i) firms from a country or goods manufactured in a country excluded in compliance with the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and/ or
 - (ii) firms sanctioned by the Fund in accordance with the Anti-Corruption Policies.
- (b) **Methods.** Each contract for Goods, Civil Works, Non-Consulting Services and Consulting Services required for the Program shall be procured in accordance with the Borrower's Procurement System using the relevant National Standard Bidding Documents or National Model Bidding Documents.
- (c) **Procurement Oversight.**
- (i) The Borrower shall cause the Office of the Auditor General or a competitively recruited external auditor to carry out a procurement audit in accordance with the Borrower's Procurement System on an annual basis. The annual procurement audit report shall be submitted to the Fund no later than six (6) months after the end of each calendar year.
 - (ii) The Fund may, in its sole discretion, require independent procurement audits or inspections to be undertaken by independent auditors appointed by the Fund. The costs of such independent audits or inspections shall be borne by the Fund.

Section 6.04. Reports and Retention of Documents.

- (a) The Borrower shall and shall cause the Executing Agencies to maintain and record all relevant information concerning the procurement activities

undertaken for the Program and shall include said information in each Program Report to be submitted to the Fund on a quarterly basis in accordance with the provisions of Section 7.01 (*Program Report*) of this Agreement.

- (b) The Borrower shall and shall cause the Executing Agencies to retain copies of all contracts, invoices, bidding documents and evaluation reports for periodic review and inspection by the Fund in accordance with Section 9.09 (c) (*Accounts, Records and Audit*) of the General Conditions.

ARTICLE VII

PROGRAM REPORT

Section 7.01. **Program Report.** The Borrower shall, and shall cause the Executing Agencies to monitor the progress of the Program and prepare Program Reports in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions and on the basis of indicators acceptable to the Fund. Each Program Report shall cover a period of one (1) calendar quarter and shall be furnished to the Fund no later than forty-five (45) days after the end of the period covered by such report.

Section 7.02. **Program Completion Report.** The Borrower shall prepare and submit to the Fund, a Program Completion Report, pursuant to Section 9.10 (*Completion Report*) of the General Conditions, no later than six (6) months after the end of the Program.

Section 7.03. **Disclosure.** The Fund may disclose the Program documents and any information related to the Program in accordance with the Bank Group Policy on Disclosure and Access to Information, in effect at the time of such disclosure.

ARTICLE VIII

FINANCIAL MANAGEMENT

Section 8.01. **Internal Control.** The Borrower shall maintain or cause to be maintained proper records and procedures in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions.

Section 8.02. **Interim Financial Reporting.** Without limitations to the provisions of Article VIII, (*Financial Management*) of this Agreement, the Borrower shall



prepare and furnish to the Fund quarterly financial reports for the Program no later than forty-five (45) days after the end of the respective quarter in form and substance satisfactory to the Fund.

Section 8.03. Financial Audit.

- (a) The Borrower shall cause each of REG, EDCL and EUDL to have, their respective financial statements for the Program, audited and certified in accordance with terms of reference acceptable to the Fund by the Office of the Auditor General ("OAG") or an independent external auditor acceptable to the Fund, and recruited with the involvement of OAG.
- (b) Each audit of the financial statements in Section 8.03 (a) above shall cover a period of one (1) financial year except (i) the first audit, which may cover a period not exceeding eighteen (18) months after the date of first disbursement of the Loan, if such first disbursement occurs in the second half of the applicable financial year; and (ii) the final audit, which may cover a period not exceeding eighteen (18) months, if the Closing Date occurs within the first half of the applicable financial year.
- (c) The audited financial statements shall comprise inter alia (i) a complete set of financial statements of the applicable financial year; (ii) the auditor's opinion on the said financial statements; and (iii) the management letter, and shall be furnished to the Fund no later than six (6) months after the end of the applicable financial year. The last annual audited financial statements at the end of the Program shall be submitted to the Fund no later than six (6) months after the Closing Date.
- (d) The Borrower shall submit its Audited Consolidated Financial Statement to the Fund, no later than nine (9) months after the end of the applicable financial year and the last Audited Consolidated Financial Statement shall be submitted not later than nine (9) months after the Closing Date or such other period as indicated in its relevant legislation.

ARTICLE IX

AUTHORIZED REPRESENTATIVES, DATE, AND ADDRESSES

Section 9.01. **Authorized Representatives.** The Minister responsible for Finance and Economic Planning or such other person as the Minister may designate in writing shall be the authorized representative for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions.

Section 9.02. **Date of the Loan Agreement.** For all purposes of this Agreement, the date thereof shall be that appearing in the preamble hereof.

Section 9.03. **Addresses.** The following addresses are specified for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions.

For the Borrower:

Mail Address:

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

Attention:

The Permanent Secretary
and Secretary to the Treasury

For the Fund:

Headquarters Mail Address:

African Development Fund
01 B.P. 1387
Abidjan 01
REPUBLIC OF COTE D'IVOIRE

Attention:

Director, Power Systems Development (PESD)

Country Office Mail Address:

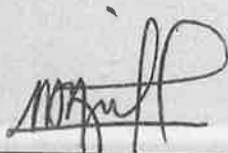
African Development Bank Group
Boulevard de l'Umuganda
Building Glory House, 3rd & 4th floors;
Kacyiru Road
P.O. Box 7329 Kigali
REPUBLIC OF RWANDA
Tel: (+250) 252 504250
Fax: (+250) 252 504298

Attention:

Country Manager, CORW

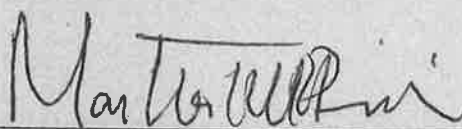
IN WITNESS WHEREOF the Borrower and the Fund, each acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date appearing in the opening sentence of this Agreement.

FOR THE REPUBLIC OF RWANDA



UZZIEL NDAGIJIMANA
MINISTER OF FINANCE AND ECONOMIC PLANNING

FOR AFRICAN DEVELOPMENT FUND



MARTHA T.M. PHIRI
COUNTRY MANAGER
RWANDA COUNTRY OFFICE



ATTESTED BY: _____



VINCENT O. NMEHIELLE
SECRETARY GENERAL

SCHEDULE I

PROGRAM DESCRIPTION

The objectives of the Program are to improve the power supply reliability, increase on-grid and off-grid access in Kigali city and in the Southern and Western provinces as well as enhance institutional capacity for effective implementation of the Government of Rwanda's electrification program.

The Program consists of the following:

Results Area 1: Improve reliability of electricity supply

This results area will result in decreases in the frequency and duration of outages and in voltage fluctuations in areas supported by the Program. The activities under this results area include: (i) distribution system expansion and upgrading of the 30/15KV lines; and (ii) upgrade of substations and installation of Supervisory Control and Data Acquisition / Distribution Management System (SCADA / DMS).

Results Area 2: Increase on-grid access for household and productive usages

The activities under this results area include: (i) constructing medium voltage (30 and 15KV) distribution lines; (ii) constructing additional LV lines, installing distribution transformers, and (iii) procuring and installing prepayment meters. The number of customers connected to the network would measure the degree of additional access achieved by the Program. The expansion and rehabilitation of the distribution network as well as the improvements in reliability will contribute to make more electricity available for consumption by consumers in the Kigali city and other regions of the country.

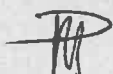
Results Area 3: Increase off-grid access to renewable energy

The activities under this area include the installation of solar home systems for remote areas of the country with terrain and scattered settlements where grid connection is difficult and neither the grid nor the private sector distribution channels will reach in the near term.

Results Area 4: Institutional strengthening and capacity building

The activities herein will address specific skills gaps in identified executing entities, which will need to be strengthened. These skills include planning,

procurement, program management, contract management, environmental and social safeguards, engineering design etc. To address this, a capacity building and technical assistance program has been discussed and agreed with the Government.



SCHEDULE II

DISBURSEMENT LINKED INDICATORS MATRIX

The following table specifies the Disbursement Linked Indicators, and the Allocated Amount to each DLI and the indicative time for the DLI's achievement and disbursement.

DLI	Unit	Total financing allocated to DLI (UA Million)	As a % of total financing	Prior (UA) (Million)	Advance (UA) (Million)	DLI baseline	FY 2018/19 target	FY 2019/20 target	FY 2020/21 Target
Target date for disbursement				Nov-18	Nov-18				
Results Area 1 : Increased power system reliability									
DLI-1.1									
Improve System Average Interruption Duration Index (SAIDI) for 30/15 kV	Minutes/customer-year					20.85	-1.20	-2.10	-2.70
Allocated amount	UAM	21.90	41.33%	0.00	5.48				
DLI-1.2									
Installation of SCADA/DMS	Installation of DMS system					NO DMS	Contract signed with supplier	Manufacturing and supply of equipment.	Installation and operation of DMS
Allocated amount	UA Million	18.75	35.38%	0.00	4.69				
Results Area 3: Increase off-grid access to renewable energy									

DLI-3-1	Additional number of new household customers provided with SHS of which 52% are women	Number					241,451	18,720	68,640	37,440
	Allocated amount	UA Million	7.25	13.68%	0.00%	1.81				
	Results Area 4: Institutional Strengthening and Capacity Building									
DLI-4-1	Implementation of the approved annual agreed capacity building and technical assistance program						Implementa tion issue for capacity building and technical assistance	Implementa tion of the approved agreed capacity building and technical assistance program for the fiscal year 2018/19	Implementa tion of the approved agreed capacity building and technical assistance program for the fiscal year 2019/20	Implementa tion of the approved agreed capacity building and technical assistance program for the fiscal year 2020/21
	Allocated amount	UA Million	4.02	7.58%	0.00	1.00				
DLI-4-2	Appointment of an Independent Verification Agency (IVA)	Yes/No					No IVA			
	Allocated amount	UA Million	1.08	2.03%	1.08	0.00				
	TOTAL		53.00	100%	1.08	12.98				

SCHEDULE III
DEFINITIONS

1. **“Abbreviated Resettlement Action Plan”** or **“ARAP”** means the plan prepared by the Borrower and agreed with the Fund which addresses the potential environmental impacts of the Program and at the same time makes provision for the opportunity the Program offers to improve the socio-economic conditions of the affected population.
2. **“Advance Financing Amount”** means the amount disbursed and outstanding as an advance pursuant to Section 3.08 (*Advance Financing*) of this Agreement.
3. **“Allocated Amount”** means the amount allocated to each individual DLI, or determined for each DLI pursuant to the formula detailed in the DLI Matrix, as such amount might be increased , reallocated and / or cancelled (whether partially or in its entirety) by the Fund, from time to time as the case may be, in accordance with the provisions of this Agreement.
4. **“Anti-Corruption Policies”** means the Uniform Framework for Preventing and Combating Fraud and Corruption dated September 2006, the Whistle Blowing and Complaints Handling Policy dated January 2007, the Procurement Framework, the Cross-Debarment Agreement and the Sanctions Procedures of the African Development Bank Group issued November 18, 2014 as the same may be amended from time to time.
5. **“Bank”** means the African Development Bank.
6. **“Bank Group Policy on Disclosure and Access to Information”** means the policy dated 2 May 2012 concerning the disclosure and access to information within the Bank Group’s possession concerning the Bank Group’s operations as the same may be amended from time to time.
7. **“Bank’s Policy on Integrated Safeguards Systems”** means Bank Group Integrated Safeguards System including the Policy Statement, Operational Safeguards and Guidance Materials as the same may be amended from time to time.
8. **“Cross-Debarment Agreement”** means the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 and entered into, amongst the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and

Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank Group and the World Bank Group as the same may be amended from time to time.

9. **“Completion Report”** means a comprehensive report on the execution and the initial operation of the Program, including the costs and benefits derived and to be derived therefrom, the performance by the parties of their respective obligations under the Agreement, the accomplishment of the purposes of the Loan and the plan designed to ensure the sustainability of the Program achievements, amongst others, to be prepared and submitted by the Borrower to the Fund in accordance with the terms of this Agreement.
10. **“Disbursed Loan Balance”** means the principal amount of the Loan disbursed to the Borrower and outstanding from time to time.
11. **“Disbursement Handbook”** means the Disbursement Handbook of the African Development Bank Group dated 22 July 2012 setting out the disbursement policies, guidelines, practices, and procedures of the Bank Group as the same may be amended from time to time.
12. **“Disbursement Linked Indicator”** or **“DLI”** means each of the disbursement-linked indicators set forth in the DLI Matrix.
13. **“DLI Matrix”** means the table set forth in Schedule II (*Disbursement Linked Indicators Matrix*) of this Agreement.
14. **“Energy Development Corporation Limited”** or **“EDCL”** means Energy Development Corporation Limited, registered as a private company limited by shares in the Republic of Rwanda with company code 103372620 which is responsible for energy development activities.
15. **“Energy Utility Corporation Limited”** or **“EUCL”** means Energy Utility Corporation Limited, registered as a private company limited by shares in the Republic of Rwanda with company code 103372638 which is responsible for utility services delivery.
16. **“Environmental and Social Impact Assessment”** or **“ESIA”** means a tool to identify and assess the likely environmental and social impacts of the Program, to determine their magnitude and significance, and to define management or mitigation measures designed to avoid and minimize

where possible, or if not, to offset or compensate for adverse impacts and risks.

17. **“Environmental and Social Management Plan”** or **“ESMP”** means an instrument developed as the outcome of an ESIA of the Program that sets out the action plan of environmental and social management measures to be implemented by the Borrower, as the same may be amended, supplemented or updated from time to time in concurrence with the Fund.
18. **“Fund’s Safeguards Policies”** means, the policies, procedures and guidelines of the Fund that concern environmental and social matters including, the Bank Group Integrated Safeguards System, the Involuntary Resettlement Policy, the Environmental and Social Assessment Procedures, the Bank Group Policy for Disclosure and Access to Information, the Bank Group Policy on Poverty Reduction, the Gender Policy as the same may be amended and revised from time to time.
19. **“MINECOFIN”** means the Ministry of Finance of the Republic of Rwanda.
20. **“MININFRA”** means the Ministry of Infrastructure of the Republic of Rwanda.
21. **“Office of Auditor General”** or **“OAG”** means the Borrower’s Office of the Auditor General, or any successor agency thereto satisfactory to the Fund.
22. **“Operations Manual”** means the manuals which prescribe the institutional, administrative, technical and operational guidelines and procedures for the implementation of the Program including: (i) detailed safeguards (environmental and social management system guidelines) (ii) financial management (including funds flow and budgeting) (iii) procurement arrangements; and (iv) a monitoring and verification system for the Program as the same may be amended or updated from time to time.
23. **“Prior Result Financing Amount”** means the amount disbursed as prior result financing pursuant to Section 3.06 (*Prior Result Financing*) of this Agreement.
24. **“Program Action Plan”** means the Borrower’s plan dated 11 September 2018 and referred to in Section 4.05 (*Program Action Plan*) of this



Agreement as the same may be amended or updated from time to time in concurrence with the Fund.

25. **“Program Agreement”** means the agreement between the Fund and each of REG, EDCL and EUCL setting forth their respective obligations with respect to the implementation of the Program.
26. **Program Expenditure”** means the total expenditures incurred by the Borrower under the Program during its fiscal year.
27. **“Program Report”** means the report prepared by the Borrower pursuant to this Agreement containing Program information that includes amongst others, sources and uses of funds including those committed, with the corresponding budgets, progress on Program implementation made in the achievement of the results as well as progress on compliance with the environmental and social safeguards requirements including the implementation of the ESMP, (where applicable) together with other supporting schedules and highlighting issues that require attention.
28. **“Program Result Verification Report”** means the report prepared by the Independent Verification Agency in accordance with the Verification Protocol which *inter alia*, confirms and authenticates the achievement of the results area and the Disbursement Linked Indicators for which a disbursement is requested.
29. **“REG Legislation”** means the Prime Minister’s Order No. 87/03 of 16/08/2014 *Determining Modalities of Transfer of Responsibilities and Property of Energy, Water and Sanitation Authority* (EWSA) which transfers the energy assets of the EWSA to the Rwanda Energy Group and its two subsidiaries EDCL and EUCL.
30. **“Rwanda Energy Group Limited”** or **“REG”** means the Rwanda Energy Group Limited which is incorporated as a private company limited by shares in the Republic of Rwanda with company code 103370521.
31. **“Subsidiary Agreements”** the Subsidiary Agreement between the Borrower and EDCL.
32. **“Substitute Currency”** means the substitute currency selected under Section 4.04 (*Temporary Currency Substitution*) of the General Conditions.

33. **“Undisbursed Loan Balance”** means the amount of the Loan remaining undisbursed from the Loan Account from time to time.
34. **“Verification Protocol”** means the protocol for evaluating and verifying the achievement of the DLIs prepared by the Borrower in form and substance satisfactory to the Fund.



SCHEDULE IV
MODIFICATIONS TO THE GENERAL CONDITIONS

The General Conditions are hereby modified as follows:

1. Wherever used throughout the General Conditions, the term "the Project" is modified to read "the Program".
2. In the Table of Contents, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.
3. In the Section 2.01, *Definitions*, all references to Section numbers are modified, as necessary, to reflect the modifications set forth above. In addition, the definition of the term "*Special Commitment*" and "*Categories of Expenditure*" are deleted in their entirety.
4. Section 5.02, *Special Commitment by the Fund*, is deleted in its entirety, and the subsequent Sections in Article V (*Disbursement of the Loan*) are renumbered accordingly.
5. In Section 5.02 (originally numbered as Section 5.03), the heading "*Requests for Disbursement or for Special Commitment*" is replaced with "*Requests for Disbursement*", and the phrase "*or requests the Fund to enter into a Special Commitment*" is deleted.
6. Paragraph (b) of Section 5.04 (originally numbered as Section 5.05), *Reallocation and Loan Savings* is modified to read: "*The re-allocation of the Loan funds from one results area to another, or within the same results area, shall not, however be made if such reallocation would, in the opinion of the Fund, (i) compromise the execution of the Program, or (ii) substantially modify the nature or objectives of the Program.*"
7. Section 6.01(a), *Cancellation by the Borrower*, is modified to read: "*The Borrower may, by notice to and after consultation with the Fund, cancel the whole or part of the Loan which has not been disbursed.*"
8. Paragraph (d) of Section 6.03, *Cancellation by the Fund, entitled "Misprocurement"*, is deleted, and subsequent paragraphs are re-lettered accordingly.

9. Section 6.04, *Amounts Subject to Special Commitment not Affected by Cancellation or Suspension by the Fund*, is deleted in its entirety, and subsequent Sections in Article VI and references to such Sections are renumbered accordingly.

SCHEDULE V
NEGATIVE LIST

1. Production of, or trade in, any product or activity deemed illegal under host country laws or regulations or international conventions and agreements.
2. Production of, or trade in, radioactive materials, with the exception of medical materials and quality-control equipment for which the Fund considers the radioactive source to be trivial and adequately shielded.
3. Production of, or trade in, or use of, unbonded asbestos fibres or other products with bonded asbestos as dominant material.
4. Production of, or trade in, pharmaceuticals, chemical compounds and other harmful substances subject to international phase-outs or bans, including pesticides classified by the World Health Organization as Class Ia (extremely hazardous), Ib (highly hazardous) or II (moderately hazardous).
5. Production of, or trade in, ozone-depleting substances subject to international phase out.
6. Trade in wildlife or wildlife products regulated under the Convention on International Trade in Endangered Species of Wild Fauna and Flora.
7. Purchase of logging equipment for use in unmanaged primary tropical rainforests.
8. Production or activities involving harmful or exploitative forms of forced labour¹ and/or harmful child labour² as defined by national regulations and international standards.

¹ Forced labour means all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

² Harmful child labour means the employment of children that is economically exploitive, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health, or physical, mental, spiritual, moral, or social development.

9. Goods and services supplied under a contract which any national or international financing institution or agency other than the Fund has financed or agreed to finance, or which the Fund has financed or agreed to finance under another grant or loan.
10. Goods intended for military and/or paramilitary purposes.
11. Alcoholic beverages.
12. Un-manufactured tobacco, tobacco refuse, manufactured tobacco (whether or not containing tobacco substitutes) and tobacco processing machinery.
13. Platinum, pearls, precious and semi-precious stones, silver, gold and related products.
14. Nuclear reactors and parts thereof, non-irradiated fuel elements (cartridges) for nuclear reactors.
15. Goods for luxury consumption.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 146/01 ryo ku wa 27/11/2018 ryemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'eshatu za *Units of Account* (53.000.000 UA) agenewe Gahunda ya II yo kongera uburyo bwo kwegereza abaturage amashanyarazi (SEAP II)

Kigali, ku wa 27/11/2018

(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° 146/01 of 27/11/2018 ratifying the Loan Agreement signed in Kigali, Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Fund, relating to the loan of fifty-three million Units of Account (UA 53,000,000) for Scaling Up Electricity Access Program II (SEAP II)

Kigali, on 27/11/2018

(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° 146/01 du 27/11/2018 ratifiant l'Accord de prêt signé à Kigali au Rwanda, le 16 octobre 2018, entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de cinquante-trois millions d'Unités de Compte (53.000.000 UC) pour le second Programme d'Amélioration de l'Accès à l'Électricité (SEAP II)

Kigali, le 27/11/2018

(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°147/01 RYO KU WA 27/11/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 UKWAKIRA 2018 HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MIRONGO ITANDATU N'ESHANU N'IBIHUMBI MAGANA ATANU NA MIRONGO CYENDA Z'AMAYERO (165.590.000 EUR) AGENEWE GAHUNDA YA II YO KONGERA UBURYO BWO KWEGEREZA ABATURAGE AMASHANYARAZI (SEAP II)

PRESIDENTIAL N°147/01 OF 27/11/2018 RATIFYING THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA, ON 16 OCTOBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED SIXTY-FIVE MILLION FIVE HUNDRED NINETY THOUSAND EUROS (EUR 165,590,000) FOR SCALING UP ELECTRICITY ACCESS PROGRAM II (SEAP II)

ARRÊTÉ PRÉSIDENTIEL N° 147/01 DU 27/11/2018 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI AU RWANDA LE 16 OCTOBRE 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE CENT SOIXANTE-CINQ MILLIONS CINQ CENT QUATRE-VINGT-DIX MILLE EUROS (165.590.000 EUR) POUR LE SECOND PROGRAMME D'AMÉLIORATION DE L'ACCÈS À L'ÉLECTRICITÉ (SEAP II)

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

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 ya 3: Igihe iri teka ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 147/01 RYO KU WA 27/11/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 UKWAKIRA 2018 HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MIRONGO ITANDATU N'ESHANU N'IBIHUMBI MAGANA ATANU NA MIRONGO CYENDA Z'AMAYERO (165.590.000 EUR) AGENEWE GAHUNDA YA II YO KONGERA UBURYO BWO KWEGEREZA ABATURAGE AMASHANYARAZI (SEAP II)

PRESIDENTIAL ORDER N° 147/01 OF 27/11/2018 RATIFYING THE LOAN AGREEMENT SIGNED IN KIGALI RWANDA ON 16 OCTOBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED SIXTY-FIVE MILLION FIVE HUNDRED NINETY THOUSAND EUROS (EUR 165,590,000) FOR SCALING UP ELECTRICITY ACCESS PROGRAM II (SEAP II)

ARRÊTÉ PRÉSIDENTIEL N° 147/01 DU 27/11/2018 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI AU RWANDA LE 16 OCTOBRE 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE CENT SOIXANTE-CINQ MILLIONS CINQ CENT QUATRE-VINGT-DIX MILLE EUROS (165.590.000 EUR) POUR LE SECOND PROGRAMME D'AMÉLIORATION DE L'ACCÈS À L'ÉLECTRICITÉ (SEAP II)

Twebwe, KAGAME Paul,
Perezida wa Repbulika;

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

Dushingiye ku Itegeko n° 77/2018 ryo ku wa 27/11/2018 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho

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° 77/2018 of 27/11/2018 approving the ratification of the Loan Agreement signed in Kigali Rwanda on 16

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° 77/2018 du 27/11/2018 approuvant la ratification de l'Accord de prêt signé à Kigali au Rwanda le 16 octobre 2018,

umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018 hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo itandatu n'eshanu n'ibihumbi magana atanu na mirongo cyenda z'Amayero (165.590.000 *EUR*) agenewe Gahunda ya II yo kongera uburyo bwo Kwegereza Abaturage Amashanyarazi (SEAP II);

Tumaze kubona Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018 hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo itandatu n'eshanu n'ibihumbi magana atanu na mirongo cyenda z'Amayero (165.590.000 *EUR*) agenewe Gahunda ya II yo kongera uburyo bwo Kwegereza Abaturage Amashanyarazi (SEAP II);

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

October 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred sixty-five million five hundred ninety thousand Euros (EUR 165,590,000) for Scaling Up Electricity Access Program II (SEAP II);

Having considered the Loan Agreement signed in Kigali Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred sixty-five million five hundred ninety thousand Euros (EUR 165,590,000) for Scaling Up Electricity Access Program II (SEAP II);

On proposal by the Minister of Finance and Economic Planning;

After consideration and approval by the Cabinet;

entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent soixante-cinq millions cinq cent quatre-vingt-dix mille Euros (165.590.000 *EUR*) pour le second Programme d'Amélioration de l'Accès à l'Électricité (SEAP II);

Considérant l'Accord de prêt signé à Kigali au Rwanda le 16 octobre 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent soixante-cinq millions cinq cent quatre-vingt-dix mille Euros (165.590.000 *EUR*) pour le second Programme d'Amélioration de l'Accès à l'Électricité (SEAP II);

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

Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND ORDER:

AVONS ARRÊTÉ ET ARRÊTONS:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018 hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo itandatu n'eshanu n'ibihumbi magana atanu na mirongo cyenda z'Amayero (165.590.000 EUR) agenewe Gahunda ya II yo kongera uburyo bwo Kwegereza Abaturage Amashanyarazi (SEAP II), 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 n'Ubutwererane na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka.

Article One: Ratification

The Loan Agreement signed in Kigali Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred sixty-five million five hundred ninety thousand Euros (EUR 165,590,000) for Scaling Up Electricity Access Program II (SEAP II), annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

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

Article premier: Ratification

L'Accord de prêt signé à Kigali au Rwanda le 16 octobre 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent soixante-cinq millions cinq cent quatre-vingt-dix mille Euros (165.590.000 EUR) pour le second Programme d'Amélioration de l'Accès à l'Électricité (SEAP II), 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 Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

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

Kigali, ku wa 27/11/2018

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

Kigali, on 27/11/2018

(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

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

Kigali, le 27/11/2018

(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°147/01 RYO KU WA
27/11/2018 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I
KIGALI MU RWANDA KU WA 16
UKWAKIRA 2018 HAGATI YA
REPUBULIKA Y'U RWANDA NA
BANKI NYAFURIKA ITSURA
AMAJYAMBERE, YEREKERANYE
N'INGUZANYO INGANA NA
MILIYONI IJANA NA MIRONGO
ITANDATU N'ESHANU N'IBIHUMBI
MAGANA ATANU NA MIRONGO
CYENDA Z'AMAYERO (165.590.000
EUR) AGENEWE GAHUNDA YA II YO
KONGERA UBURYO BWO
KWEGEREZA ABATURAGE
AMASHANYARAZI (SEAP II)

ANNEX TO PRESIDENTIAL ORDER
N°147/01 OF 27/11/2018 RATIFYING
THE LOAN AGREEMENT SIGNED IN
KIGALI RWANDA ON 16 OCTOBER
2018, BETWEEN THE REPUBLIC OF
RWANDA AND THE AFRICAN
DEVELOPMENT BANK, RELATING
TO THE LOAN OF ONE HUNDRED
SIXTY-FIVE MILLION FIVE
HUNDRED NINETY THOUSAND
EUROS (EUR 165,590,000) FOR
SCALING UP ELECTRICITY ACCESS
PROGRAM II (SEAP II)

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
N°147/01 DU 27/11/2018 RATIFIANT
L'ACCORD DE PRÊT SIGNÉ À KIGALI
AU RWANDA LE 16 OCTOBRE 2018,
ENTRE LA RÉPUBLIQUE DU RWANDA
ET LA BANQUE AFRICAINE DE
DÉVELOPPEMENT, RELATIF AU PRÊT
DE CENT SOIXANTE-CINQ MILLIONS
CINQ CENT QUATRE-VINGT-DIX
MILLE EUROS (165.590.000 EUR) POUR
LE SECOND PROGRAMME
D'AMÉLIORATION DE L'ACCÈS À
L'ÉLECTRICITÉ (SEAP II)



**RESULTS BASED FINANCING
PROGRAM ID: P-RW-FA0-016
LOAN No.: 2000200003102**

LOAN AGREEMENT

BETWEEN

THE REPUBLIC OF RWANDA

AND

AFRICAN DEVELOPMENT BANK

(Scaling Up Electricity Access Program II (SEAP II))

LOAN AGREEMENT
(Scaling Up Electricity Access Program II (SEAP II))

PROGRAM ID No. : P-RW-F00-016

LOAN No. : 2000200003102

This LOAN AGREEMENT, (the "Agreement") is entered into this 16th day of OCTOBER 2018, between the REPUBLIC OF RWANDA (the "Borrower") and the AFRICAN DEVELOPMENT BANK (the "Bank").

WHEREAS:

- (A) The Borrower has requested the Bank to provide a loan out of its resources, to assist in financing the Scaling Up Electricity Access Program II (SEAP II) (the "Program") as further described in Schedule I (*Program Description*) to this Agreement;
- (B) The Borrower's Ministry of Finance ("MINECOFIN") and Ministry of Infrastructure ("MININFRA") as well as Rwanda Energy Group Limited ("REG") and its subsidiaries, Energy Development Corporation Limited ("EDCL") and Energy Utility Corporation Limited ("EUCL") shall be the executing agencies (the "Executing Agencies") for the Program;
- (C) The Borrower has declared its commitment to the execution of the Program;
- (D) The Bank has agreed on the basis, *inter alia*, of the foregoing to extend to the Borrower as a loan, the amount specified in Section 2.01 (*Amount*) of this Agreement on the terms and conditions set forth or referred to in this Agreement; and
- (E) By an agreement dated on or about the Date of this Loan Agreement between the Borrower and the African Development Fund (the "Fund" or the "ADF") (the "ADF Loan Agreement"), the Bank has agreed to extend a loan of an amount in various convertible currencies other than the currency of the Borrower, not exceeding the equivalent of Fifty-Three Million Units of Account (UA53,000,000) (the "ADF Loan") to further assist in the financing of the Program on the terms and conditions of said agreement.

NOW THEREFORE, the Parties hereto hereby agree as follows:

ARTICLE I
GENERAL CONDITIONS, CONVERSION GUIDELINES, DEFINITIONS

Section 1.01. **General Conditions and Conversion Guidelines.** The *General Conditions Applicable to the African Development Bank Loan Agreements and Guarantee Agreements (Sovereign Entities)* dated February 2009, as modified by Schedule IV (*Modifications to the General Conditions*) of this Agreement, and as the same may be amended from time to time, (the “General Conditions”) and the Conversion Guidelines as defined herein constitute an integral part of this Agreement.

Section 1.02. **Inconsistency.** In the event of an inconsistency between any provision of this Agreement and the General Conditions or the Conversion Guidelines, the provisions of this Agreement shall prevail.

Section 1.03. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in Schedule III (*Definitions*) to this Agreement.

Section 1.04. **Schedules.** The Schedules to this Agreement form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

ARTICLE II
THE LOAN

Section 2.01. **Amount.** The Bank agrees to lend to the Borrower, on the terms and conditions set forth and / or referred to in this Agreement, a loan of an amount not exceeding One Hundred and Sixty Five Million, Five Hundred and Ninety Thousand Euros (EUR 165, 590,000) , which amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Article III (*Conversion Guidelines*) of this Agreement and the Conversion Guidelines (the “Loan”), to assist in financing the Program.

Section 2.02. **Front-End Fee.** The Borrower shall pay the Bank a Front-End Fee on the Loan amount at a rate equal to zero point twenty –five percent (0.25%) of the Loan. Except as otherwise provided in Section 4.04 (*Deduction of Front-End Fee*) of this Agreement, the Borrower shall pay the Front-End Fee no later than sixty (60) days after the Date of Entry into Force, or at first disbursement, whichever is the earlier. The Borrower shall pay the Front-End Fee on the full Loan amount

notwithstanding any full or partial cancellation of the Loan occurring after the Date of Entry into Force.

Section 2.03. **Commitment Charge.** The Borrower shall pay a Commitment Charge computed at a rate equal to zero point twenty-five per cent (0.25%) per annum on the Undisbursed Loan Balance, which shall begin to accrue sixty (60) days after the Date of the Loan Agreement. The Commitment Charge shall be payable on each Payment Date including during the Grace Period. The Commitment Charge shall cease to accrue upon full disbursement or cancellation of the Loan.

Section 2.04. **Interest**

- (a) Until the initial Interest Rate Conversion, and subject to Section 2.05 (*Interest Rate Substitution*) of this Agreement, the interest payable by the Borrower on each disbursement for each Interest Period shall be at a rate per annum equal to the Floating Base Rate plus the Lending Margin, the Funding Cost Margin and the Maturity Premium, as applicable, *provided*, however, that the interest payable shall in no event be less than zero percent (0%) per annum. Interest shall be payable on each Payment Date.
- (b) Pursuant to an Interest Rate Conversion, the interest payable by the Borrower on each disbursement for each Interest Period shall, subject to Section 2.05 (*Interest Rate Substitution*) of this Agreement, be at a per annum rate equal to the Fixed Base Rate plus the Lending Margin, the Funding Cost Margin and the Maturity Premium, *provided*, however, that the interest payable shall in no event be less than zero percent (0%) per annum. Interest shall be payable on each Payment Date.
- (c) The Bank shall notify the Borrower of the interest rate applicable for each Interest Period as soon as it determines such interest rate.

Section 2.05. **Interest Rate Substitution.** If, for any reason whatsoever, the Bank cannot determine or calculate the Floating Base Rate or, with respect to amounts of the Loan to which an Interest Rate Conversion applies, the Fixed Base Rate (for amounts for which a Fixed Base Rate has not previously been determined) in accordance with Section 2.04 (*Interest*) of this Agreement, the Bank shall promptly notify and consult the Borrower in order to decide on a substitute interest rate in accordance with Section 3.03 (b) and (c) (*Interest*) of the General Conditions.

Section 2.06. **Computations.** Any Interest and Commitment Charge shall be computed on the basis of actual days elapsed (including the first day but excluding the last day) occurring in the period for which such Interest or Commitment Charge is payable and (i) a year of three hundred and sixty (360) days for USD, EUR and JPY; (ii) a year of three hundred and sixty-five (365) days for ZAR; and (iii) in respect of any currency other than USD, EUR, JPY and ZAR, such market convention calendar days as determined by the Bank and notified to the Borrower.

Section 2.07. **Repayment of Principal.** Without prejudice to Section 7.01 (*Events of Acceleration*) of the General Conditions, the Borrower shall repay the Disbursed Loan Balance over a period of seventeen (17) years after the expiration of the Grace Period by means of thirty- four (34) equal and consecutive semi-annual installments payable on each Payment Date. The first of such installments shall be payable on the first Payment Date immediately following the expiration of the Grace Period.

Section 2.08. **Prepayment.**

- (a) Pursuant to the provisions of Section 3.06 (*Repayment and Prepayment*) of the General Conditions, the Borrower shall have the right to prepay all or part of the Disbursed Loan Balance prior to its maturity without any prepayment costs other than any applicable Conversion Unwinding Costs, which shall be determined by the Bank and notified to the Borrower.
- (b) If a Conversion has been effected on any Loan amount that is to be prepaid, the Borrower shall, at the time of the prepayment, pay the applicable Conversion Unwinding Costs, and a transaction fee for the early termination of the Conversion, in such amount or at such rate as notified by the Bank and in effect at the time of receipt by the Bank of the notice of prepayment.
- (c) Unless otherwise expressly indicated by the Borrower in its prepayment notice, prepaid amounts shall be applied *pro rata* to all outstanding Loan maturities.
- (d) Any partial prepayment in respect of an amount of the Loan to which a Conversion has been effected shall not be in an amount less than the minimum principal amount for Conversions provided in the Conversion Guidelines.
- (e) The Borrower may not re-borrow from the Bank, amounts prepaid under this Agreement.

Section 2.09. **Partial Payments.** If the Borrower at any time, makes a payment to the Bank, which is less than the full amount of all sums due and payable to the Bank hereunder, such payment shall, unless the Bank otherwise agrees, be applied in the following order: Front-End Fee, Commitment Charge, Conversion Unwinding Costs, transaction fee if applicable, interest, and lastly to principal.

Section 2.10. **Currencies, Mode and Place of Payments.**

- (a) Subject to the provisions of Section 4.04 (*Temporary Currency Substitution*) of the General Conditions , all amounts due to the Bank under this Agreement shall be payable in the Loan Currency.
- (b) Any amount due to the Bank pursuant to this Agreement, shall be payable without being subject to any restriction, tax, set-off or deduction on account of exchange rate fluctuations, transmission, other transfer charges or other reasons of any nature whatsoever.
- (c) Such amounts shall be paid into a bank account of the Bank, which the Bank shall notify to the Borrower from time to time, and shall be deemed to have been paid only when and to the extent that the Bank has actually received the full amount due in the Loan Currency on the due date. If the due date falls on a day which is not a Business Day, such amount shall be paid so that it is actually received by the Bank on the next Business Day in its account and interest and Commitment Charge shall continue to accrue for the period from such due date to the next succeeding Business Day.

Section 2.11. **Certificates and Determinations.** Any certification or determination by the Bank of a rate or amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

ARTICLE III
CONVERSION OF LOAN TERMS

Section 3.01. **Conversions Generally.** The Borrower may at any time request any of the following Conversions of the terms of any portion of the Loan in order to facilitate prudent debt management: (i) Currency Conversion; (ii) Interest Rate Conversion; (iii) Interest Rate Cap; or (iv) Interest Rate Collar. Each such request shall be furnished by the Borrower to the Bank in accordance with the Conversion Guidelines and, shall, upon acceptance and effectuation by the Bank, be considered a Conversion for the purposes of this Loan Agreement and the Conversion Guidelines.

Section 3.02. **Conversion Fees.** The Borrower shall, upon receipt of notice in writing, pay to the Bank:

- (a) a transaction fee for each Conversion and for each early termination of a Conversion, including any early termination pursuant to Section 2.08(b) (*Prepayment*) of this Agreement and Section 7.01 (*Events of Acceleration*) of the General Conditions; and
- (b) Conversion Unwinding Costs, if any, for each early termination of a Conversion, in such amount or at such rate, in such currency and at such times as announced by the Bank from time to time in accordance with the applicable Conversion Guidelines.

ARTICLE IV **ENTRY INTO FORCE AND DISBURSEMENT**

Section 4.01. **Entry into Force.** The Loan Agreement shall enter into force upon fulfillment by the Borrower of the provisions of Section 12.01(*Entry into Force*) of the General Conditions.

Section 4.02. **Disbursement.** The proceeds of the Loan shall be disbursed by the Bank, in accordance with the provisions of (a) Article V (*Disbursement of the Loan*) of the General Conditions; (b) the Disbursement Handbook, as applicable; (c) the Disbursement Letter; (d) this Article IV (*Entry into Force and Disbursement*); and (e) such additional instructions as the Bank may specify by notice to the Borrower, to finance the results areas under the Program, as measured against specific indicators (the "Disbursement Linked Indicators" or "DLIs") as set forth in the DLI Matrix.

Section 4.03. **Deposit Account.** All disbursements shall be deposited by the Bank into the Consolidated Fund (Treasury Single Account (TSA) at the National Bank of Rwanda.

Section 4.04 **Deduction of Front-End Fee.**

- (a) No disbursement of the Loan shall be made until the Bank has received from the Borrower payment in full of the Front-End Fee.
- (b) The Borrower may, by notice in writing, request that the Front-End Fee be paid out of the proceeds of the Loan and, the Bank shall upon receipt of such request, on behalf of the Borrower, withdraw an amount equivalent to the Front-End Fee from the Loan and pay to itself such fee.

Section 4.05. **Currencies of Disbursement.** Subject to Section 4.04 (*Temporary Currency Substitution*) of the General Conditions, all disbursements of the Loan shall be denominated in the Loan Currency, unless and until such time as they become part of a Currency Conversion in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement and the Conversion Guidelines.

Section 4.06. **Conditions Precedent to First Disbursement.** In addition to the provisions of Section 4.01 (*Entry into Force*) of this Agreement, the obligations of the Bank to make the first disbursement of the Loan shall be subject to the satisfaction of the following conditions by the Borrower:

- (a) the execution and delivery of a Subsidiary Agreement between the Borrower and EDCL in form and substance satisfactory to the Bank;
- (b) submission of evidence that the Subsidiary Agreement has been duly authorised by the Borrower and EDCL and is legally binding upon the parties in accordance with its terms;
- (c) the execution and delivery of Program Agreements between the Bank and three (3) of the Executing Agencies (REG, EDCL and EUCL) in form and substance satisfactory to the Bank; and
- (d) submission of evidence, in form and substance satisfactory, to the Bank including the relevant Program Result Verification Report indicating that the DLI(s) for which the disbursement is requested has / have been fully achieved or partially achieved (for DLIs for which partial disbursement is allowed as specified in the DLI Matrix) as required under the relevant DLI Verification Protocol.

Section 4.07. **Condition Precedent to all Subsequent Disbursements.** The obligation of the Bank to make subsequent disbursements of the Loan shall be subject to the submission by the Borrower of evidence, in form and substance satisfactory to the Bank, including the relevant Program Result Verification Report indicating that the DLI(s) for which the disbursement is requested has / have been fully achieved or partially achieved (for DLIs for which partial disbursement is allowed as specified in the DLI Matrix) as required under the relevant DLI Verification Protocol.

Section 4.08. **Advance Financing**

- (a) Subject to the provisions of Section 4.06 (a) – (c) (*Conditions Precedent to First Disbursement*) of this Agreement, the Borrower may, prior to the achievement

of any DLI(s), request a disbursement of a portion of the Loan as an advance for the purpose of supporting the achievement of the following DLIs: DLI 1.1 (*Improve System Average Interruption Duration Index (SAIDI) for 30/15 KV*); DLI 2.1 (*Additional number of new household customers connected to the grid*); DLI 2.2 (*Additional number of productive usage customers connected to the grid*); and DLI 2.3 (*Additional length of MV (30/15 kV) distribution lines constructed and/or upgraded*) based on the Allocated Amount in the DLI Matrix, provided that, the aggregate outstanding Advance Financing Amount, shall not, at any time, exceed twenty-five percent (25%) of the Loan amount.

- (b) Upon subsequent achievement of the DLI(s) for which Advance Financing has / have been provided, the Bank shall recover the outstanding Advance Financing Amount from the Allocated Amount for such DLI(s) that has / have been achieved, by deducting the Advance Financing Amount from the Allocated Amount due to be disbursed under the relevant DLIs.
- (c) Additional advances may be made by the Bank upon request by the Borrower once the previous Advance Financing Amount has been fully or partially recovered, subject to Section 4.09 (a) (*Reconciliation*) of this Agreement.

Section 4.09. **Reconciliation**

- (a) If any DLI(s) has / have not been achieved by the Closing Date, the Borrower shall, within six (6) months after the Closing Date, refund to the Bank, any outstanding Advance Financing Amount or part thereof which corresponds to the Allocated Amount under the DLI Matrix for the DLI(s) or part of the DLI(s) which has / have not been achieved. Except as otherwise agreed with the Borrower, the Bank shall cancel the amount so refunded.
- (b) If by the Closing Date, the total amount of Program Expenditure is less than the Disbursed Loan Balance, the Bank shall require the Borrower to refund, an amount equal to such shortfall, within six (6) months after the Closing Date. Any refunded Loan amounts shall be cancelled by the Bank upon receipt of same in accordance with section 6.03 (*Cancellation by the Bank*) of the General Conditions.
- (c) Upon cancellation of the Loan by the Borrower, any outstanding Advance Financing Amount for which no DLI(s) has / have been achieved shall be repaid to the Bank in a lump sum within six (6) months after the date of the

cancellation notice, together with any accrued interest, service charge or other applicable charges thereon.

Section 4.10. DLI Achievement.

- (a) If the Bank is not satisfied that any one or more of the DLI(s) set forth in the DLI Matrix, has / have been achieved within the period the said DLI(s) is / are set to be achieved, and / or the Allocated Amount(s) for the DLI(s) has / have not been fully disbursed, the Bank may in consultation with the Borrower :
- (i) authorize the disbursement of an amount less than the Allocated Amount of the said DLI (s), which, in the opinion of the Bank, corresponds to the extent of achievement of said DLI(s) and / or;
 - (ii) withhold all or a portion of the proceeds of the Loan corresponding to the Allocated Amount(s) for the said DLI(s) until such DLI(s) is / are, in the opinion of the Bank, satisfactorily met ; and / or
 - (iii) reallocate all or a portion of the proceeds of the Loan corresponding to the Allocated Amount(s) of the said DLI(s) to any other DLI(s) and / or;
 - (iv) cancel all or a portion of the proceeds of the Loan corresponding to the Allocated Amount(s) previously allocated to the said DLI(s).
- (b) The timelines indicated for disbursement set forth in the DLI Matrix, are indicative only and shall not restrict disbursement on account of any DLI targets achieved (i) ahead of the expected timelines, or (ii) later than the expected timeline, provided that the achievement of any DLI shall be no later than the Closing Date.

Section 4.11. Closing Date. For purposes of Section 6.03 (*Cancellation by the Bank*) of the General Conditions, the Closing Date shall be **31 March, 2022**, or such later date as shall be agreed upon in writing between the Borrower and the Bank.

ARTICLE V **UNDERTAKINGS**

Section 5.01. The Borrower declares its commitment to (a) the attainment of the Program objectives; (b) the implementation of key Program actions identified; (c) the strengthening of its institutions, enhancement of country systems and capacity building; (d) the achievement of the DLIs; and (e) sustaining the results achieved for the Program. To this end, the Borrower shall and shall cause the Executing Agencies and, their contractors and/or agents to carry out the Program, in accordance with:

- (a) the provisions of Article IX (*Program Implementation - Cooperation and Information*) of the General Conditions, this Agreement and the Program Agreements; and
- (b) the financial management, environmental and social management systems acceptable to the Bank which are designed to ensure that :
 - (i) the Loan proceeds are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
 - (ii) the actual and potential adverse environmental and social impacts of the Program are identified, avoided, minimized or mitigated, as the case may be, all through an informed decision-making process.

Section 5.02. **Institutional Arrangements.**

- (a) The Borrower shall and shall cause MININFRA to constitute a Program Technical Unit ("PTU") to oversee the day-to-day implementation of the Program and facilitate the collection and collation of the evidence of the achievement of the DLIs. The PTU shall comprise, amongst others, the following key specialists: (i) Coordinator, Electricity Access Rollout Program ("EARP") as Chairperson; (ii) REG Director of Planning as the Secretary; (iii) EDCL Director of Primary and Social Energies Department; (iv) EDCL Director of Energy Planning; (v) EUCL Director of Operations; (vi); EDCL Head of Procurement; (vii) REG Head of Monitoring & Evaluation ; (viii) REG Director of Human Resources, (ix) REG Chief Financial Officer and (x) EDCL, Director of Financial Management.

- (b) The Borrower shall and shall cause MININFRA to ensure that the PTU is assigned with the technical, social and environmental safeguards, fiduciary and other responsibilities for implementing the Program, as well as with powers, functions, institutional capacity and staffing acceptable to the Bank, and resources adequate to fulfill their respective functions under the Program.

Section 5.03 Verification of Program Results. The Borrower shall prior to each disbursement under the Program carry out in accordance with the Verification Protocol, an assessment to determine the extent to which the DLI(s) in respect of which disbursement is requested has / have been achieved. To this end, the Borrower shall:

- (a) appoint the Office of the Auditor General as the Independent Verification Agency under terms of reference acceptable to the Bank, for the purpose of verifying the achievement of the DLIs in the DLI Matrix and providing an opinion on the achievement of the DLIs, in accordance with the Verification Protocol as applicable;
- (b) furnish the Office of the Auditor General with adequate financial resources to cover the operational expenses for executing its responsibility as the Independent Verification Agency; and
- (c) cause the Office of the Auditor General to, not later than thirty (30) days, after the verification of achievement of said DLIs has been completed, prepare and furnish to the Borrower and the Borrower shall, in turn furnish to the Bank, a Program Result Verification Report, no later than January 31 2019 for the period 2018 / 2019, and thereafter, by no later than August 21 of each calendar year of Program implementation or such other period as may be agreed between the Borrower and the Bank in writing.

Section 5.04. Operations Manual

- (a) The Borrower shall carry out and cause the Executing Agencies to carry out, the Program in accordance with the Operations Manual.
- (b) Notwithstanding the foregoing, if any provision of the said Operations Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 5.05. Program Action Plan.

- (a) The Borrower shall carry out and cause the Executing Agencies to carry out, the Program Action Plan, including the following critical actions, in accordance with the schedule set out therein and in a manner satisfactory to the Bank.
 - (i) the designation of staff and focal persons for the Program Technical Unit in accordance with Section 5.02 (*Institutional Arrangements*) of this Loan Agreement not later than one (1) month after the Date of the Loan Agreement ;
 - (ii) the approval of the National Electrification Plan by the Ministry of Infrastructure not later than three (3) months after the Date of Entry into force of the Agreement or such later period as may be agreed by the parties in writing ; and
 - (iii) the recruitment of the Director of Finance of EUCL not later than six (6) months after the Date of the Loan Agreement.
- (b) The Borrower may not amend or permit to be amended any provision of the Program Action Plan, without the prior written agreement of the Bank.
- (c) Notwithstanding the foregoing, if any provision of the said Program Action Plan is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 5.06. Subsidiary Agreement

- (a) To facilitate the implementation of the Program, the Borrower shall make the proceeds of the Loan available to EDCL under a subsidiary agreement between the Borrower and EDCL (the "Subsidiary Agreement") under terms and conditions approved by the Bank, which shall include inter alia (i) the roles and responsibilities of the relevant executing agencies with regard to the implementation of the Program; (ii) the obligation of the relevant executing agencies to comply with the reporting, financial management, technical, fiduciary, safeguards, monitoring and other relevant requirements applicable to the Program in accordance with the provisions of this Agreement.
- (b) The Borrower shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interest of the Borrower and the Bank and to

accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

- (c) Notwithstanding the foregoing, in the event of a conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

Section 5.07. **Environmental and Social Safeguards.** The Borrower shall, and shall cause the Executing Agencies and all its contractors and agents to:

- (a) carry out the Program in accordance with the Strategic Environmental and Social Assessment ("SESA"), any other site specific Environmental and Social Management Plan ("ESMP") which will be prepared, the Bank's Safeguards Policies and the applicable national legislation, in a manner and in substance satisfactory to the Bank;
- (b) prepare and submit to the Bank, as part of the Program Report referred to in Section 8.01 (*Program Report*) of this Agreement, quarterly reports on the implementation of the ESMP and the Abbreviated Resettlement Action Plan (ARAP) including any implementation failures and related remedies thereof; and
- (c) refrain from taking any action, which would prevent or interfere with the implementation of the SESA, and any ESMP to be prepared including any amendment, suspension, waiver, and / or voidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the Bank.

Section 5.08. **Integrity.** The Borrower shall, and shall cause the Executing Agencies, and all of their contractors or agents to, carry out the Program in accordance with the provisions of the Anti-Corruption Policies.

Section 5.09. **Excluded Activities**

The Borrower shall ensure that the Program excludes any activities which:

- (a) in the opinion of the Bank, are likely to have significant climate, environment and social impacts and / or are classified as Category one (1) under the Bank's Safeguards Policies; and / or

- (b) involve the procurement of (i) works, turnkey and supply and installation contracts estimated to cost Fifty Million United States Dollars (USD 50,000,000) equivalent or more per contract; (ii) goods estimated to cost Thirty Million United States Dollars (USD 30,000,000) equivalent or more per contract; (iii) information technology systems and non-consulting services, estimated to cost Twenty Million United States Dollars (USD 20,000,000) equivalent or more per contract or (iv) consulting services estimated to cost Fifteen Million United States Dollars (USD 15,000,000) equivalent or more per contract; and / or
- (c) are listed in Schedule V (*Negative List*) of this Agreement.

ARTICLE VI
ADDITIONAL REMEDIES OF THE BANK

Section 6.01. **Other Events of Suspension.** For the purpose of Section 6.02 (1) (k) (*Other Events of Suspension*) of the General Conditions, the other events of suspension consist of the following:

- (a) The REG Legislation has been amended, suspended, repealed or waived or in the opinion of the Bank, the legal character, ownership or control of any of REG, EDCL and EUCL has changed from that prevailing as of the Date of the Loan Agreement, so as to materially and adversely affect the ability of any of REG, EDCL and EUCL to perform any of their obligations arising under or entered into pursuant to the Loan Agreement, or to achieve the objectives of the Program;
- (b) Any action has been taken for the dissolution, disestablishment or suspension of operations of any of REG, EDCL and EUCL;
- (c) EDCL has failed to perform its obligations under the Subsidiary Agreement;
- (d) The Borrower has taken or permitted to be taken any action which would prevent or interfere with the performance by REG, EDCL and EUCL of their obligations under the Program Agreements;
- (e) The Borrower fails to refund any amounts notified by the Bank under Section 4.09 (*Reconciliation*) of this Agreement within six (6) months of notice thereof by the Bank; or

- (f) Any circumstance arising which in the opinion of the Bank interferes with or threatens to interfere with the successful completion of the Program or the accomplishment of its purposes.

Section 6.02. **Other Events of Cancellation** In addition, to the events in Section 6.03 (*Cancellation by the Bank*) of the General Conditions, the other events of cancellation consist of any event specified in Section 6.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Bank to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Bank.

Section 6.03. **Other Events of Acceleration**. In addition to events in Section 7.01 (*Events of Acceleration*) of the General Conditions, the other events of acceleration consist of any event specified in Section 6.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Bank to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Bank.

ARTICLE VII **PROCUREMENT**

Section 7.01. **Procurement**. All Goods, Works, Non-Consulting Services and Consulting Services required for the Program and to be financed out of the proceeds of the Loan shall be procured in accordance with the provisions of the Procurement Framework.

Section 7.02 **Definitions**. Unless the context otherwise requires, the capitalized terms used in this Article VII (*Procurement*) including those describing particular procurement methods or methods of review by the Bank of particular contracts, have the meanings ascribed to them in the Procurement Framework.

Section 7.03. **Use of the Borrower's Procurement System**.

- (a) **Eligibility**. The proceeds of the Loan shall be used for the procurement of Goods, Works, Non-Consulting Services and Consulting Services satisfying the applicable country of origin requirements prescribed in the Law Governing Public Procurement No.62/2018 of 25/08/2018 (the "Borrower's Procurement

System”), except that, the proceeds of the Loan shall not be used for the procurement of :

- (i) firms from a country or goods manufactured in a country excluded in compliance with the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and/ or
 - (ii) firms sanctioned by the Bank in accordance with the Anti-Corruption Policies.
- (b) **Methods.** Each contract for Goods, Civil Works, Non-Consulting Services and Consulting Services required for the Program shall be procured in accordance with the Borrower’s Procurement System using the relevant National Standard Bidding Documents or National Model Bidding Documents.
- (c) **Procurement Oversight.**
- (i) The Borrower shall cause the Office of Auditor General or a competitively recruited external auditor to carry out a procurement audit in accordance with the Borrower’s Procurement System on an annual basis. The annual procurement audit report shall be submitted to the Bank no later than six (6) months after the end of each calendar year.
 - (ii) The Bank may, in its sole discretion, require independent procurement audits or inspections to be undertaken by independent auditors appointed by the Bank. The costs of such independent audits or inspections shall be borne by the Bank.

Section 7.04. **Reports and Retention of Documents.**

- (a) The Borrower shall and shall cause the Executing Agencies to maintain and record all relevant information concerning the procurement activities undertaken for the Program and shall include said information in each Program Report to be submitted to the Bank on a quarterly basis in accordance with the provisions of Section 8.01 (*Program Report*) of this Agreement.

- (b) The Borrower shall and shall cause the Executing Agencies to retain copies of all contracts, invoices, bidding documents and evaluation reports for periodic review and inspection by the Bank in accordance with Section 9.09 (c) (*Accounts, Records and Audit*) of the General Conditions.

ARTICLE VIII

PROGRAM REPORT

Section 8.01. **Program Report.** The Borrower shall monitor the progress of the Program and prepare Program Reports in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions and on the basis of indicators acceptable to the Bank. Each Program Report shall cover a period of one (1) calendar quarter and shall be furnished to the Bank no later than forty-five (45) days after the end of the period covered by such report.

Section 8.02. **Program Completion Report.** The Borrower shall prepare and submit to the Bank a Program Completion Report, pursuant to Section 9.10 (*Completion Report*) of the General Conditions, no later than six (6) months after the end of the Program.

Section 8.03. **Disclosure.** The Bank may disclose the Program documents and any information related to the Program in accordance with the Bank Group Policy on Disclosure and Access to Information, in effect at the time of such disclosure.

ARTICLE IX

FINANCIAL MANAGEMENT

Section 9.01. **Internal Control.** The Borrower shall maintain or cause to be maintained proper records and procedures in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions.

Section 9.02. **Interim Financial Reporting.** Without limitations to the provisions of Article IX (*Financial Management*) of this Agreement, the Borrower shall prepare and furnish to the Bank quarterly financial reports for the Program no later than forty-five (45) days after the end of the respective quarter in form and substance satisfactory to the Bank.

Section 9.03. Financial Audit.

- (a) The Borrower shall cause each of REG, EDCL and EUCL to have, their respective financial statements for the Program, audited and certified in accordance with terms of reference acceptable to the Bank by the Office of the Auditor General (OAG) or an independent external auditor acceptable to the Bank, and recruited with the involvement of OAG.
- (b) Each audit of the financial statements shall cover a period of one (1) financial year except (i) the first audit, which may cover a period not exceeding eighteen (18) months after the date of first disbursement of the Loan, if such first disbursement occurs in the second half of the applicable financial year; and (ii) the final audit, which may cover a period not exceeding eighteen (18) months, if the Closing Date occurs within the first half of the applicable financial year.
- (c) The audited financial statements shall comprise inter alia (i) a complete set of financial statements of the applicable financial year, (ii) the auditor's opinion on the said financial statements, and (iii) the management letter, and shall be furnished to the Bank no later than six (6) months after the end of the applicable financial year. The last annual audited financial statements at the end of the Program shall be submitted to the Bank no later than six (6) months after the Closing Date.
- (d) The Borrower shall submit its Audited Consolidated Financial Statement to the Bank, no later than nine (9) months after the end of the applicable financial year and the last Audited Consolidated Financial Statement shall be submitted not later than nine (9) months after the Closing Date or such other period as indicated in its relevant legislation.

ARTICLE X

AUTHORIZED REPRESENTATIVES, DATE, AND ADDRESSES

Section 10.01. **Authorized Representatives.** The Minister responsible for Finance and Economic Planning or such other person as the Minister may designate in writing shall be the authorized representative for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions.

Section 10.02. **Date of the Loan Agreement.** For all purposes of this Agreement, the date of this Agreement shall be that appearing in the preamble hereof.

Section 10.03. **Addresses.** The following addresses are specified for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions:

For the Borrower:

Mail Address:

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

Attention:

The Permanent Secretary and Secretary to the Treasury

For the Bank:

Headquarters Mail Address:

African Development Bank
01 B.P. 1387
Abidjan 01
REPUBLIC OF COTE D'IVOIRE

Attention:

Director,
Power Systems Development (PESD)

Country Office Mail Address:

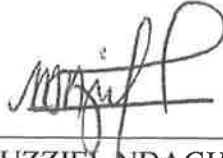
African Development Bank Group
Boulevard de l'Umuganda
Building Glory House, 3rd & 4th floors;
Kacyiru Road
P.O. Box 7329 – Kigali
REPUBLIC OF RWANDA
Tel: (+250) 252 504250
Fax: (+250) 252 504298

Attention:

Country Manager, CORW

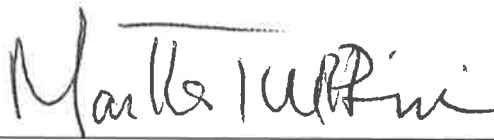
IN WITNESS WHEREOF the Borrower and the Bank, each acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date appearing in the opening sentence of this Agreement.

FOR THE REPUBLIC OF RWANDA

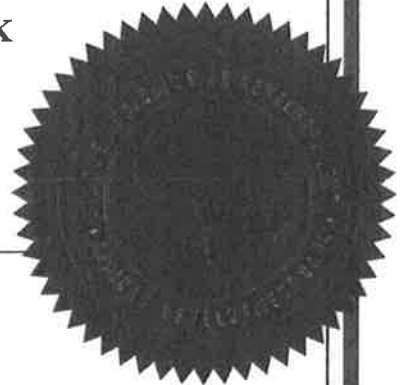


UZZIEL NDAGIJIMANA
MINISTER, FINANCE AND ECONOMIC PLANNING

FOR AFRICAN DEVELOPMENT BANK



MARTHA T.M. PHIRI
COUNTRY MANAGER
RWANDA COUNTRY OFFICE



ATTESTED BY: _____



VINCENT O. NMEIELLE
SECRETARY GENERAL

SCHEDULE I

PROGRAM DESCRIPTION

The objectives of the Program are to improve the power supply reliability, increase on-grid and off-grid access in Kigali city and in the Southern and Western provinces as well as enhance institutional capacity for effective implementation of the Government of Rwanda's electrification program.

The Program consists of the following:

Results Area 1: Improve reliability of electricity supply

This results area will result in decreases in the frequency and duration of outages and in voltage fluctuations in areas supported by the Program. The activities under this results area include (i) distribution system expansion and upgrading of 30/15KV lines, (ii) upgrade of substations and installation of Supervisory Control and Data Acquisition/Distribution Management System (SCADA / DMS).

Results Area 2: Increase on-grid access for household and productive usages

The activities under this results area include (i) constructing medium voltage (30 and 15KV) distribution lines; (ii) constructing additional LV lines, installing distribution transformers; and (iii) procuring and installing prepayment meters. The number of customers connected to the network would measure the degree of additional access achieved by the Program. The expansion and rehabilitation of the distribution network as well as the improvements in reliability will contribute to make more electricity available for consumption by consumers in the Kigali city and other regions of the country.

Results Area 3: Increase off-grid access to renewable energy

The activities under this area include the installation of solar home systems for remote areas of the country with terrain and scattered settlements where grid connection is difficult and neither the grid nor the private sector distribution channels will reach in the near term.

Results Area 4: Institutional strengthening and capacity building

The activities herein will address specific skills gaps in identified executing agencies, which will need to be strengthened. These skills include planning, procurement, program management, contract management, environmental and social safeguards, engineering design etc. To address this, a capacity building and technical assistance program has been discussed and agreed with the Government.

SCHEDULE II
DISBURSEMENT LINKED INDICATORS MATRIX

The following table specifies the Disbursement Linked Indicators (DLIs), and the Allocated Amount to each DLI and the indicative time for the DLIs achievement and disbursement.

DLI	Unit	Total financing allocated to DLI (EUR) Million	As a % of total financing	Advance (EUR) Million	DLI baseline	FY 2018/19 target	FY 2019/20 target	FY 2020/21 Target
	Target date for disbursement			Nov-18				
	Results Area 1 : Increased power system reliability							
DLI-1.1	Improve System Average Interruption Duration Index (SAIDI) for 30/15 KV	Minutes/customer-year			20.85	-1.20	-2.10	-2.70
	Allocated amount	EUR Million	15.5	9.37%	3.88			

Results Area 2: Increase on-grid access for household and productive-use customers													
DLI-2.1	Additional number of new household customers connected to the grid of which 52% are women	Number											
	Allocated amount	EUR Million	82.39	49.75%	20.60								
DLI-2.2	Additional number of productive usage customers connected to the grid	Number											
	Allocated amount	EUR Million	27.33	16.50%	6.83								
DLI-2.3	Additional length of MV (30/15 kV) distribution lines constructed and/or upgraded	Circuit-km											
	Allocated amount	EUR Million	40.37	24.38%	10.09								
	TOTAL		165.59	100%	41.40								

SCHEDULE III

DEFINITIONS

1. **“Abbreviated Resettlement Action Plan”** or **“ARAP”** means the plan prepared by the Borrower and agreed with the Bank, which addresses the potential environmental impacts of the Program, and at the same time makes provision for the opportunity the Program offers to improve the socio-economic conditions of the affected population.
2. **“Advance Financing Amount”** means the amount disbursed as an advance pursuant to Section 4.08 (*Advance Financing*) of this Agreement.
3. **“Agreement”** means this loan agreement as may be amended from time to time as well as the schedules and supplements thereto.
4. **“Allocated Amount”** means the amount allocated to each individual DLI, or determined for each DLI pursuant to the formula detailed in the DLI Matrix, as such amount might be increased , reallocated and/ or cancelled (whether partially or in its entirety) by the Bank, from time to time as the case may be, in accordance with the provisions of this Agreement.
5. **“Anti-Corruption Policies”** means, the Uniform Framework for Preventing and Combating Fraud and Corruption dated September 2006, the Whistle Blowing and Complaints Handling Policy dated January 2007, the Procurement Framework, the Cross- Debarment Agreement and the Sanctions Procedures of the African Development Bank Group issued November 18, 2014 as the same may be amended from time to time.
6. **“Approved Currency”** means, any currency approved as a lending currency by the Bank which, upon the Conversion, becomes the Loan Currency.
7. **“Bank”** means, the African Development Bank.
8. **“Bank Group Policy on Disclosure and Access to Information”** means the policy dated 2 May 2012 concerning the disclosure and access to information within the Bank Group’s possession concerning the Bank Group’s operations as the same may be amended from time to time;



9. **“Bank’s Safeguards Policies”** means, the policies, procedures and guidelines of the Bank that concern environmental and social matters including, the Bank Group Integrated Safeguards System (Policy Statement, Operational Safeguards and Guidance Materials), the Involuntary Resettlement Policy, the Environmental and Social Assessment Procedures, the Bank Group Policy for Disclosure and Access to Information, the Bank Group Policy on Poverty Reduction, and the Gender Policy as may be amended and revised from time to time.
10. **“Business Day”** means any day (other than a Saturday or Sunday) on which commercial banks or money markets are open for general business for such transactions as are required by this Agreement at any given place, including:
- (i) London for LIBOR resets;
 - (ii) TARGET2 for EURIBOR resets and payments in EUR;
 - (iii) Johannesburg for JIBAR resets and payments in ZAR;
 - (iv) New York for payments in USD;
 - (v) Tokyo for payments in JPY;
 - (vi) in relation to any date for payment or purchase of a currency other than EUR, JPY, USD or ZAR) the principal financial centre of the country of that currency; and
 - (vii) Abidjan and Kigali, for any other transaction under the Agreement.
11. **“Completion Report”** means, a comprehensive report on the execution and the initial operation of the Program, including the cost and benefits derived and to be derived from it, the performance by the Parties’ of their respective obligations under the Agreement, the accomplishment of the purposes of the Loan and the plan designed to ensure the sustainability of the Program achievements, amongst others to be prepared and submitted by the Borrower to the Bank in accordance with the terms of this Agreement.
12. **“Conversion”** means, a conversion as described in Section 3.01 (*Conversions Generally*) of this Agreement.

13. **“Conversion Guidelines”** means the African Development Bank Guidelines for Conversion of Loan Terms issued from time to time by the Bank, and in effect at the time of the Conversion.
14. **“Conversion Unwinding Costs”** means any cost the Bank may incur in relation to cancellation or adjustment in the Conversion contracts executed by the Bank upon request from the Borrower in case of (i) prepayment in full or part of the Loan before maturity, (ii) payment default or (iii) cancellation or adjustment in the Conversion transaction(s) for any reason under the Agreement.
15. **“Cross Debarment Agreement”** means the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 and entered into, amongst the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank Group and the World Bank Group as the same may be amended from time to time.
16. **“Currency Conversion”** means a change of the Loan Currency of all or a portion of the disbursed or undisbursed amount of the Loan, to an Approved Currency in accordance with the Conversion Guidelines.
17. **“Date of Signature”** means the date which appears in the opening sentence of the Preamble hereof.
18. **“Disbursed Loan Balance”** means the principal amount of the Loan disbursed to the Borrower and outstanding from time to time.
19. **“Disbursement Handbook”** means the Disbursement Handbook of the African Development Bank Group dated 22 July 2012 setting out the disbursement policies, guidelines, practices, and procedures of the Bank Group as may be amended from time to time.
20. **“Disbursement Linked Indicator”** or **“DLI”** means each of the disbursement-linked indicators set forth in the DLI Matrix.
21. **“DLI Matrix”** means the table set forth in Schedule II (*Disbursement Linked Indicators Matrix*) of this Agreement.

22. **“Energy Development Corporation Limited” or “EDCL”** means Energy Development Corporation Limited, registered as a private company limited by shares in the Republic of Rwanda with company code 103372620, which is responsible for energy development activities.
23. **“Energy Utility Corporation Limited” or “EUCL”** means Energy Utility Corporation Limited, registered as a private company limited by shares in the Republic of Rwanda with company code 103372638, which is responsible for utility services delivery.
24. **“Environmental and Social Impact Assessment” or “ESIA”** means a tool to identify and assess the likely environmental and social impacts of the Program, to determine their magnitude and significance, and to define management or mitigation measures designed to avoid and minimize where possible, or if not, to offset or compensate for adverse impacts and risks.
25. **“Environmental and Social Management Plan” or “ESMP”** means an instrument developed as the outcome of an ESIA of the Program that sets out the action plan of environmental and social management measures to be implemented by the Borrower, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.
26. **“EURIBOR”** means, the Euro Interbank Offered Rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for deposits in Euro for a six (6)-month period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters, as of 11:00 a.m. (Brussels time), two TARGET Days prior to the relevant Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
27. **“Euro(s)” or “EUR”** shall mean the single currency of the European Participating Member States.
28. **“European Participating Member States”** means any member state of the European Union that has the Euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

29. **“Fixed Base Rate”** means the amortizing market swap rate determined in accordance with financial market conditions and calculated on the Fixing Date based on the principal amortizing schedule of one or several particular tranches of the Loan.
30. **“Fixing Date”** means, for a loan for which a Fixed Base Rate is requested, a maximum of two (2) Business Days before the Fixed Base Rate value date.
31. **“Floating Base Rate”** means, for any Interest Period, the relevant Reference Rate.
32. **“Front-End Fee”** means the fee described and specified in Section 2.02 (*Front-End Fee*).
33. **“Funding Cost Margin”** means, the six (6)-month adjusted average of the difference between: (i) the refinancing rate of the Bank as to the borrowings linked to the relevant Floating Base Rate and allocated to all its floating interest loans denominated in the loan currency; and (ii) the relevant Floating Base Rate for each semester ending on 30 June and on 31 December; which shall be added to the relevant Floating Base Rate which resets on 1 February and on 1 August. The Funding Cost Margin shall be determined semi-annually on 1 January for the semester ending on 31 December and on 1 July for the semester ending on 30 June. With respect to amounts of the Loan to which Currency Conversion applies, the respective Funding Cost Margin of the new Loan Currency as advised to the Borrower by the Bank will be applicable.
34. **“Grace Period”** means the eight (8) year period commencing from the Date of Signature and during which the principal is not payable except in the event of acceleration or early repayment of the Loan in accordance with the terms of the Loan agreement.
35. **“Interest Period”** means a (i) six (6) month period for USD, EUR and JPY, or a (ii) three (3) month period for ZAR, based on the relevant Reference Rate and beginning on a Payment Date, except the First Interest Period which, shall begin to run on the date of the first disbursement of the Loan to the first Payment Date immediately following such disbursement. Each Interest Period thereafter, shall begin to run at the date of expiry of the preceding Interest Period, even if the first day of this Interest Period is not a Business Day. Notwithstanding the foregoing, any period less than six (6) months for USD, EUR and JPY or three (3) months for ZAR, running from the date of a

disbursement to the Payment Date immediately following such disbursement shall be deemed an Interest Period.

36. **"Interest Rate Cap"** means the establishment of an upper limit to the Floating Base Rate on all or any portion of the Disbursed Loan Balance.
37. **"Interest Rate Collar"** means the establishment of an upper limit and a lower limit on the Floating Base Rate on all or any portion of the Disbursed Loan Balance.
38. **"Interest Rate Conversion"** means a change of the interest rate basis applicable to all or any portion of the Disbursed Loan Balance from a Floating Base Rate to a Fixed Based Rate, or vice versa.
39. **"Japanese Yen"** or **"JPY"** respectively, shall mean the lawful currency of Japan.
40. **"JIBAR"** means, in relation to this Agreement the rate determined on each quotation day utilizing the three (3) month Johannesburg Interbank Agreed Rate which is the mid-rate as polled and published by the South African Futures Exchange (or its successor-in-title) and which appears on the Reuters Screen SAFEX page, expressed as a yield rate. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
41. **"Lending Margin"** means eighty basis points (0.80%) per annum.
42. **"LIBOR"** means, in relation to each Interest Period, the London Interbank Offered Rate administered by the Intercontinental Exchange Group (ICE) Benchmark Administration Limited (or any other person that takes over the administration of that rate) for deposits in Japanese Yen or US Dollars respectively for a six (6)-month period displayed on the Thomson Reuters screen, Page LIBOR01 (or any replacement Thomson Reuters page which displays that rate), as of 11:00 a.m. (London time), two (2) Business Days prior to the relevant reference rate Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
43. **"Loan Currency"** shall have the meaning ascribed thereto in the General Conditions, provided however that, if the Loan or any portion thereof is subject to a Currency Conversion, "Loan Currency" means the Approved Currency in which the Loan, or any portion thereof, is denominated from

time to time and if the Loan is denominated in more than one currency, "Loan Currency" shall refer separately to each of such Currencies.

44. **"Loan"** means the maximum amount provided by the Bank by virtue of this Agreement and specified in Section 2.01 (*Amount*) of this Agreement.
45. **"Maturity Premium"** means, twenty (20) basis points per annum.
46. **"MINECOFIN"** means the Ministry of Finance of the Republic of Rwanda.
47. **"MININFRA"** means the Ministry of Infrastructure of the Republic of Rwanda.
48. **"Member State"** means, a member state of the Bank under Article 3 of the Bank Agreement.
49. **"Office of Auditor General" or "OAG"** means the Borrower's Office of the Auditor General , or any successor agency thereto satisfactory to the Bank;
50. **"Operations Manual"** means the manuals which prescribe the institutional, administrative, technical and operational procedures for the executing agencies including: (i) detailed safeguards (environmental and social management system guidelines), (ii) financial management (including funds flow and budgeting) (iii) procurement arrangements; and (iv) a monitoring and verification system for the Program as the same may be amended or updated from time to time.
51. **"Original Loan Currency"** means, the currency in which the Loan is denominated and specified in Section 2.01 (*Amount*) of this Agreement, as at the Date of Signature.
52. **"Payment Date"** means,
 - (i) 1 June and 1 December in each year for USD, EUR and JPY; and
 - (ii) 1 March, 1 June, 1 September and 1 December of each year for ZAR
53. **"Procurement Framework"** means the (i) Procurement Policy for Bank Group Funded Operations dated October 2015 and effective January 1, 2016; (ii) Methodology for Implementation of the Procurement Policy of the African Development Bank; (iii) Operations Procurement Manual for the

African Development Bank; and (iv) Procurement Toolkit for the African Development Bank as the same may be amended from time to time.

54. **“Procurement Policy”** means the Procurement Policy for Bank Group Funded Operations dated August 2015 and effective January 1 2016 together with any of its manuals or toolkits as amended from time to time.
55. **“Program Action Plan”** means the Borrower’s plan dated 11 September 2018 and referred to in Section 5.05 (*Program Action Plan*) of this Agreement as the same may be amended or updated from time to time in concurrence with the Bank.
56. **“Program Agreements”** means the agreements between the Bank and each of REG, EDCL and EUCL setting forth their respective obligations with respect to the implementation of the Program.
57. **“Program Expenditure”** means the total expenditures incurred by the Borrower under the Program during its fiscal year.
58. **“Program Report”** means the report prepared by the Borrower pursuant to this Agreement containing Program information that includes amongst others, sources and uses of funds including those committed, with the corresponding budgets, progress on Program implementation made in the achievement of the results as well as progress on compliance with the environmental and social safeguards requirements including the implementation of the ESMP (where applicable), together with other supporting schedules and highlighting issues that require attention.
59. **“Program Result Verification Report”** means the report prepared by the Independent Verification Agency in accordance with the Verification Protocol, which *inter alia*, confirms and authenticates the achievement of the results areas and the Disbursement Linked Indicators for which a disbursement is requested.
60. **“Reference Rate”** means for any Interest Period:
- (i) LIBOR for USD and JPY;
 - (ii) EURIBOR for EUR;
 - (iii) JIBAR for ZAR;
 - (iv) if the Bank determines that LIBOR (in respect of USD and JPY) or EURIBOR (in respect of Euro) or JIBAR (in respect of ZAR) has

permanently ceased to be quoted for such currency, such other comparable reference rate for the relevant currency as the Bank shall determine pursuant to Section 3.03(c) (*Interest*) of the General Conditions;

- (v) in respect of any currency other than USD, EUR, JPY and ZAR, such reference rate as notified to the Borrower by the Bank; and with respect to amounts of the Loan to which a Currency Conversion applies, the Reference Rate applicable to the new Loan Currency as notified to the Borrower by the Bank.

- 61. **"REG Legislation"** means the Prime Minister's Order No. 87/03 of 16/08/2014 *Determining Modalities of Transfer of Responsibilities and Property of Energy, Water and Sanitation Authority* (EWSA) which transfers the energy assets of the EWSA to the Rwanda Energy Group and its two subsidiaries EDCL and EUCL.
- 62. **"Reset Date"** means, 1 February and 1 August for EURIBOR, LIBOR; and 1 February, 1 May, 1 August and 1 November for JIBAR.
- 63. **"Rwanda Energy Group Limited"** or **"REG"** means the Rwanda Energy Group Limited which is incorporated as a private company limited by shares in the Republic of Rwanda with company code 103370521.
- 64. **"South African Rand"** or **"ZAR"** respectively, shall mean the lawful currency of the Republic of South Africa.
- 65. **"Subsidiary Agreement"** means the Subsidiary Agreement entered between the Borrower and EDCL.
- 66. **"TARGET2"** means, the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on 19 November 2007.
- 67. **"TARGET Day"** means any day on which TARGET2 is open for the settlement of payments in EUR.
- 68. **"Undisbursed Loan Balance"** means the amount of the Loan remaining undisbursed and uncanceled from time to time.
- 69. **"US Dollar(s)"** or **"USD"** respectively, shall mean the lawful currency of the United States of America.

70. **“Verification Protocol”** means the protocol for evaluating and verifying the achievement of the DLIs prepared by the Borrower in form and substance satisfactory to the Bank.

SCHEDULE IV
MODIFICATIONS TO THE GENERAL CONDITIONS

The General Conditions are hereby modified as follows:

1. Wherever used throughout the General Conditions, the term "*the Project*" is modified to read "*the Program*".
2. In the Table of Contents, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.
3. In the Section 2.01, (*Definitions*), all references to Section numbers are modified, as necessary, to reflect the modifications set forth above. In addition, the definition of the term "*Special Commitment*" and "*Categories of Expenditure*" are deleted in their entirety.
4. Section 5.02, (*Special Commitment by the Bank*), is deleted in its entirety, and the subsequent Sections in Article V (*Disbursement of the Loan*) are renumbered accordingly.
5. In Section 5.02 (originally numbered as Section 5.03), the heading "*Requests for Disbursement or for Special Commitment*" is replaced with "*Requests for Disbursement*" and the phrase "*or requests the Bank to enter into a Special Commitment*" is deleted.
6. Paragraph (b) of Section 5.04 (originally numbered as Section 5.05), *Reallocation and Loan Savings* is modified to read: "*The re-allocation of the Loan funds from one results area to another, or within the same results area , shall not, however be made if such reallocation would , in the opinion of the Bank,(i) compromise the execution of the Program, or (ii) substantially modify the nature or objectives of the Program*".
7. Section 6.01 (a), *Cancellation by the Borrower*, is modified to read: "*The Borrower may, by notice to and after consultation with the Bank, cancel the whole or part of the Loan which has not been disbursed*"

8. Paragraph (d) of Section 6.03, *Cancellation by the Bank, entitled 'Misprocurement'*, is deleted, and subsequent paragraphs are re-lettered accordingly.
9. Section 6.04, *Amounts Subject to Special Commitment not Affected by Cancellation or Suspension by the Bank*, is deleted in its entirety, and subsequent Sections in Article VI and references to such Sections are renumbered accordingly.



SCHEDULE V

NEGATIVE LIST

1. Production of, or trade in, any product or activity deemed illegal under host country laws or regulations or international conventions and agreements.
2. Production of, or trade in, radioactive materials, with the exception of medical materials and quality-control equipment for which the Bank considers the radioactive source to be trivial and adequately shielded.
3. Production of, or trade in, or use of, unbonded asbestos fibres or other products with bonded asbestos as dominant material.
4. Production of, or trade in, pharmaceuticals, chemical compounds and other harmful substances subject to international phase-outs or bans, including pesticides classified by the World Health Organization as Class Ia (extremely hazardous), Ib (highly hazardous) or II (moderately hazardous).
5. Production of, or trade in, ozone-depleting substances subject to international phase out.
6. Trade in wildlife or wildlife products regulated under the Convention on International Trade in Endangered Species of Wild Fauna and Flora.
7. Purchase of logging equipment for use in unmanaged primary tropical rainforests.
8. Production or activities involving harmful or exploitative forms of forced labour¹ and/or harmful child labour² as defined by national regulations and international standards.
9. Goods and services supplied under a contract which any national or international financing institution or agency other than the Bank has financed

¹ Forced labour means all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

² Harmful child labour means the employment of children that is economically exploitive, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health, or physical, mental, spiritual, moral, or social development.

or agreed to finance, or which the Bank has financed or agreed to finance under another grant or loan.

10. Goods intended for military and/or paramilitary purposes.
11. Alcoholic beverages.
12. Un-manufactured tobacco, tobacco refuse, manufactured tobacco (whether or not containing tobacco substitutes) and tobacco processing machinery.
13. Platinum, pearls, precious and semi-precious stones, silver, gold and related products.
14. Nuclear reactors and parts thereof, non-irradiated fuel elements (cartridges) for nuclear reactors.
15. Goods for luxury consumption.



Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 147/01 ryo ku wa 27/11/2018 ryemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ukwakira 2018 hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na mirongo itandatu n'eshanu n'ibihumbi magana atanu na mirongo cyenda z'Amayero (165.590.000 EUR) agenewe Gahunda ya II yo kongera uburyo bwo Kwegereza Abaturage Amashanyarazi (SEAP II);

Kigali, ku wa 27/11/2018

(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° 147/01 of 27/11/2018 ratifying the Loan Agreement signed in Kigali Rwanda on 16 October 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred sixty-five million five hundred ninety thousand Euros (EUR 165,590,000) for Scaling Up Electricity Access Program II (SEAP II);

Kigali, on 27/11/2018

(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° 147/01 du 27/11/2018 ratifiant l'Accord de prêt signé à Kigali au Rwanda le 16 octobre 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent soixante-cinq millions cinq cent quatre-vingt-dix mille Euros (165.590.000 EUR) pour le second Programme d'Amélioration de l'Accès à l'Électricité (SEAP II);

Kigali, le 27/11/2018

(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° 148/01 RYO
KU WA 04/12/2018 RYEMEZA
BURUNDU AMASEZERANO
Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA
KU WA 05 UGUSHYINGO 2018,
HAGATI YA REPUBULIKA Y'U
RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA),
YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI CUMI N'ENYE
N'IBIHUMBI MAGANA ATATU
Z'AMADETESI (14,300,000 DTS)
AGENEWE UMUSHINGA WO
KUVUGURURA IMICUNGIRE
Y'IMARI YA LETA**

**PRESIDENTIAL ORDER N° 148/01 OF
04/12/2018 RATIFYING THE
FINANCING AGREEMENT SIGNED
AT KIGALI, RWANDA ON 05
NOVEMBER 2018, BETWEEN THE
REPUBLIC OF RWANDA AND THE
INTERNATIONAL DEVELOPMENT
ASSOCIATION (IDA), RELATING TO
THE CREDIT OF FOURTEEN
MILLION THREE HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 14,300,000) FOR
PUBLIC FINANCE MANAGEMENT
REFORM PROJECT**

**ARRÊTÉ PRÉSIDENTIEL N° 148/01 DU
04/12/2018 RATIFIANT L'ACCORD DE
FINANCEMENT SIGNÉ À KIGALI, AU
RWANDA LE 05 NOVEMBRE 2018,
ENTRE LA RÉPUBLIQUE DU RWANDA
ET L'ASSOCIATION
INTERNATIONALE DE
DÉVELOPPEMENT (IDA), RELATIF AU
CRÉDIT DE QUATORZE MILLIONS
TROIS CENT MILLE DROITS DE
TIRAGE SPÉCIAUX (14.300.000 DTS)
POUR LE PROJET DE RÉFORME DE
LA GESTION DES FINANCES
PUBLIQUES**

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

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 ya 3: Igihe iri teka ritangira
gukurikizwa**

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 148/01 RYO KU WA 04/12/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 05 UGUSHYINGO 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ENYE N'IBIHUMBI MAGANA ATATU Z'AMADETESI (14,300,000 DTS) AGENEWE UMUSHINGA WO KUVUGURURA IMICUNGIRE Y'IMARI YA LETA

PRESIDENTIAL ORDER N° 148/01 OF 04/12/2018 RATIFYING THE FINANCING AGREEMENT SIGNED AT KIGALI, RWANDA ON 05 NOVEMBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF FOURTEEN MILLION THREE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 14,300,000) FOR PUBLIC FINANCE MANAGEMENT REFORM PROJECT

ARRÊTÉ PRÉSIDENTIEL N° 148/01 DU 04/12/2018 RATIFIANT L'ACCORD DE FINANCEMENT SIGNÉ À KIGALI, AU RWANDA LE 05 NOVEMBRE 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU CRÉDIT DE QUATORZE MILLIONS TROIS CENT MILLE DROITS DE TIRAGE SPÉCIAUX (14.300.000 DTS) POUR LE PROJET DE RÉFORME DE LA GESTION DES FINANCES PUBLIQUES

Twebwe, KAGAME Paul,
Perezida wa Repbulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République ;

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

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

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

Dushingiye ku Itegeko n° 79/2018 ryo ku wa 04/12/2018 ryemera kwemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 05

Pursuant to Law n° 79/2018 of 04/12/2018 approving the ratification of the Financing Agreement signed at Kigali, Rwanda on 05 November 2018, between the Republic of

Vu la Loi n° 79/2018 du 04/12/2018 approuvant la ratification de l'Accord de financement signé à Kigali, au Rwanda le 05 novembre 2018, entre la République du

Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'enye n'ibihumbi magana atatu z'Amadetsi (14.300.000 DTS) agenewe umushinga wo kuvugurura imicungire y'imari ya Leta;

Tumaze kubona Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 05 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'enye n'ibihumbi magana atatu z'Amadetsi (14.300.000 DTS) agenewe umushinga wo kuvugurura imicungire y'imari ya Leta;

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 05 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye

Rwanda and the International Development Association (IDA), relating to the credit of fourteen million three hundred thousand Special Drawing Rights (SDR 14,300,000) for public finance management reform project ;

Considering the Financing Agreement signed at Kigali, Rwanda on 05 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fourteen million three hundred thousand Special Drawing Rights (SDR 14,300,000) for public finance management reform project;

On proposal by the Minister of Finance and Economic Planning;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Financing Agreement signed at Kigali, Rwanda on 05 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fourteen million three hundred

Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze millions trois cent mille Droits de Tirage Spéciaux (14.300.000 DTS) pour le projet de réforme de la gestion des finances publiques;

Considérant l'Accord de financement signé à Kigali, au Rwanda le 05 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze millions trois cent mille Droits de Tirage Spéciaux (14.300.000 DTS) pour le projet de réforme de la gestion des finances publiques;

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

AVONS ARRÊTÉ ET ARRÊTONS :

Article premier: Ratification

L'Accord de financement signé à Kigali, au Rwanda le 05 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze millions trois cent

n'inguzanyo ingana na miliyoni cumi n'enye n'ibihumbi magana atatu z'Amadetsi (14.300.000 DTS) agenewe umushinga wo kuvugurura imicungire y'imari ya Leta, 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'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

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

Kigali, ku wa 04/12/2018

thousand Special Drawing Rights (SDR 14,300,000) for public finance management reform 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 Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

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

Kigali, on 04/12/2018

mille Droits de Tirage Spéciaux (14.300.000 DTS) pour le projet de réforme de la gestion des finances publiques, 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 Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

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

Kigali, le 04/12/2018

(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° 148/01 RYO KU WA
 04/12/2018 RYEMEZA BURUNDU
 AMASEZERANO Y'INGUZANYO
 YASHYIRIWEHO UMUKONO I
 KIGALI MU RWANDA KU WA 05
 UGUSHYINGO 2018, HAGATI YA
 REPUBULIKA Y'U RWANDA
 N'IKIGEGA MPUZAMAHANGA
 GITSURA AMAJYAMBERE (IDA),
 YEREKERANYE N'INGUZANYO
 INGANA NA MILIYONI CUMI N'ENYE
 N'IBIHUMBI MAGANA ATATU
 Z'AMADETESI (14,300,000 DTS)
 AGENEWE UMUSHINGA WO
 KUVUGURURA IMICUNGIRE
 Y'IMARI YA LETA

ANNEX TO PRESIDENTIAL ORDER N°
 148/01 OF 04/12/2018 RATIFYING THE
 FINANCING AGREEMENT SIGNED
 AT KIGALI, RWANDA ON 05
 NOVEMBER 2018, BETWEEN THE
 REPUBLIC OF RWANDA AND THE
 INTERNATIONAL DEVELOPMENT
 ASSOCIATION (IDA), RELATING TO
 THE CREDIT OF FOURTEEN
 MILLION THREE HUNDRED
 THOUSAND SPECIAL DRAWING
 RIGHTS (SDR 14,300,000) FOR
 PUBLIC FINANCE MANAGEMENT
 REFORM PROJECT

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
 N° 148/01 DU 04/12/2018 RATIFIANT
 L'ACCORD DE FINANCEMENT SIGNÉ
 À KIGALI, AU RWANDA LE 05
 NOVEMBRE 2018, ENTRE LA
 RÉPUBLIQUE DU RWANDA ET
 L'ASSOCIATION INTERNATIONALE
 DE DÉVELOPPEMENT (IDA), RELATIF
 AU CRÉDIT DE QUATORZE MILLIONS
 TROIS CENT MILLE DROITS DE
 TIRAGE SPÉCIAUX (14.300.000 DTS)
 POUR LE PROJET DE RÉFORME DE LA
 GESTION DES FINANCES PUBLIQUES

CREDIT NUMBER 6329-RW

Financing Agreement

(Public Finance Management Reform Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6329-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 fourteen million three hundred thousand Special Drawing Rights (SDR 14,300,000) (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 January 15 and July 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, through MINECOFIN, shall carry out the Project, in accordance

-2-

with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following, namely the Project Implementation Manual has been adopted by the Recipient, in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. 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 V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister responsible for finance.
- 5.02. 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

- 5.03. 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	yelgammal@worldbank.org

-3-

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By



Authorized Representative



Name: Dr. Uzziel NDAGWIMANA

Title: Minister

Date: 05/11/2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Yasser EL-Gammal

Title: Country Manager

Date: November 5, 2018



-4-

SCHEDULE 1

Project Description

The objective of the Project is to improve budget reliability and control of funds for service delivery, enhance budget transparency and increase professionalization of public finance officials.

The Project consists of the following parts:

Part 1. PFM IT Systems Roll-Out

Support for, *inter alia*, technical assistance, training and consultations with service delivery units and spending agencies to roll out the PFM IT systems to ensure change management issues are addressed.

Part 2. Accounting and Financial Reporting

Support for, *inter alia*: (i) the establishment of the IPSAS Implementation unit within MINECOFIN; and (ii) the implementation of IPSAS, including the preparation of an accounting manual, unified chart of account, reporting templates and related change management activities.

Part 3. Performance Based Budgeting and Medium-Term Budgeting

Support for, *inter alia*: (i) the review of the current program-based budgeting system; (ii) the pilot of performance based budgeting and program costing in selected line ministries; and (iii) the improvement of budget transparency, through the strengthening of the feedback loop to assess citizen's satisfaction with public services financed under the budget programs.

Part 4. Professionalization of PFM Staff – PFM Capacity Development

Support for the implementation of the PFM Learning and Development Strategy including through, *inter alia*: (i) a mass-scale professionalization program for public officials in the areas of accounting and audit, budget and procurement; and (ii) capacity building to support implementation of the PFM competency framework across the public sector for Recipient's public officials.

-5-

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements

Single Project Implementation Unit – MINECOFIN

1. The Recipient shall: (a) maintain, within MINECOFIN, the Single Project Implementation Unit (MINECOFIN-SPIU) throughout Project implementation, staffed with one financial manager, three accountants, two procurement specialists and any other 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 MINECOFIN-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 MINECOFIN-SPIU shall be responsible for day-to-day management and implementation of the Project, including its financial management, procurement, and monitoring and evaluation aspects.

B. Project Implementation Manual

1. The Recipient shall carry out the Project in accordance with the Project Implementation Manual (PIM), which shall contain detailed work flow, methods, requirements 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) financial management arrangements; (v) procurement arrangements; (vi) corruption and fraud measures; (vii) roles and responsibilities 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 Manual.
2. In case of conflict between the provisions of the Project Implementation Plan and this Agreement, those of this Agreement shall prevail.

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.

-6-

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, non-consulting services, consulting services, Training and Incremental Operating Costs for the Project	14,300,000	100%
TOTAL AMOUNT	14,300,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is February 28, 2023.

Section IV. Other Undertakings

- A. No later than three (3) months after the Effective Date, the Recipient shall have upgraded the IFMIS to, *inter alia*, prepare consolidated financial reports and annual statements for projects, in form and substance satisfactory to the Association.

-7-

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage) *
On each January 15 and July 15, commencing January 15, 2025 to and including July 15, 2056	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.

-8-

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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.
2. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
3. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated July 14, 2017.
4. “ICPAR” means the Institute of Certified Public Accountants Rwanda, established and operating pursuant to Law 11/2008 of 06/05/2008 establishing the institute of certified Public Accountants of Rwanda and determining its powers, organisation and functioning, published in the Recipient’s Official Gazette 47, No 15 on August 1, 2008.
5. “IFMIS” means integrated financial management information system.
6. “IPSAS” means International Public-Sector Accounting Standards, issued by IPSAS Board.
7. “Incremental Operating Costs” means the reasonable expenditures incurred by MINECOFIN on account of Project implementation (which expenditures would not have been incurred in absence of the Project), consisting of expenditures for local and international travel; per diems; office rental; office supplies; maintenance of equipment, facilities and rental vehicles used for Project implementation; fuel; refurbishment, repair and maintenance of existing facilities used for project services; rental equipment and vehicles; communication costs; consumables; costs of translation, printing, photocopying but excluding salaries, honoraria or allowances for the Recipient civil servants and permanent staff.
8. “IT” means information technology.
9. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for Borrowers under Investment Project Financing”, dated July 1, 2016.
10. “PFM” means Public Financial Management.

-9-

11. "PFM Learning and Development Strategy" means the Recipient's strategy for 2018-2023, approved in August 2018 for capacity building and skills development in the public sector.
12. "Project Implementation Manual" means the manual to be adopted by the Recipient, and referred to in Section I.B. of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
13. "MINECOFIN" means the Recipient's Ministry of Finance and Economic Planning, or any successor thereto acceptable to the Association.
14. "MINECOFIN-SPIU" means the single project implementing unit established within MINECOFIN.
15. "RPPA" means the Rwanda Public Procurement Authority, established and operating pursuant to Law no. 25/2011 of June 30, 2011.
16. "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.
17. "Training" means the reasonable costs associated with training, workshops and study tours provided under the Project, 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.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 148/01 ryo ku wa 04/12/2018 ryemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 05 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'enye n'ibihumbi magana atatu z'Amadetsi (14.300.000 DTS) agenewe umushinga wo kuvugurura imicungire y'imari ya Leta

Kigali, ku wa 04/12/2018

Seen to be annexed to Presidential Order n° 148/01 of 04/12/2018 ratifying the Financing Agreement signed at Kigali, Rwanda on 05 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fourteen million three hundred thousand Special Drawing Rights (SDR 14,300,000) for public finance management reform project

Kigali, on 04/12/2018

Vu pour être annexé à l'Arrêté Présidentiel n° 148/01 du 04/12/2018 ratifiant l'Accord de financement signé à Kigali, au Rwanda le 05 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze millions trois cent mille Droits de Tirage Spéciaux (14.300.000 DTS) pour le projet de réforme de la gestion des finances publiques

Kigali, le 04/12/2018

(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

**ITEKA RYA PEREZIDA N° 149/01 RYO
KU WA 04/12/2018 RYEMEZA
BURUNDU AMASEZERANO
Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA
KU WA 16 UGUSHYINGO 2018,
HAGATI YA REPUBULIKA Y'U
RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA),
YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI MIRONGO
INANI N'ICYENDA N'IBIHUMBI
MAGANA ATANDATU Z'AMADETESI
(89.600.000DTS) Y'INKUNGA YA
KABIRI IGENEWE POLITIKI
Y'ITERAMBERE RY'URWEGO
RW'INGUFU MU RWANDA**

**PRESIDENTIAL ORDER N° 149/01 OF
04/12/2018 RATIFYING THE
FINANCING AGREEMENT SIGNED
AT KIGALI, RWANDA ON 16
NOVEMBER 2018, BETWEEN THE
REPUBLIC OF RWANDA AND THE
INTERNATIONAL DEVELOPMENT
ASSOCIATION (IDA), RELATING TO
THE CREDIT OF EIGHTY-NINE
MILLION SIX HUNDRED THOUSAND
SPECIAL DRAWING RIGHTS (SDR
89,600,000) FOR THE SECOND
RWANDA ENERGY SECTOR
DEVELOPMENT POLICY
FINANCING**

**ARRÊTÉ PRÉSIDENTIEL N° 149/01 DU
04/12/2018 RATIFIANT L'ACCORD DE
FINANCEMENT SIGNÉ À KIGALI, AU
RWANDA LE 16 NOVEMBRE 2018,
ENTRE LA RÉPUBLIQUE DU RWANDA
ET L'ASSOCIATION
INTERNATIONALE DE
DÉVELOPPEMENT (IDA), RELATIF AU
CRÉDIT DE QUATRE-VINGT-NEUF
MILLIONS SIX CENT MILLE DROITS
DE TIRAGE SPÉCIAUX (89.600.000 DTS)
POUR LE SECOND FINANCEMENT DE
LA POLITIQUE DE DÉVELOPPEMENT
DU SECTEUR DE L'ÉNERGIE AU
RWANDA**

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

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 ya 3: Igihe iri teka ritangira
gukurikizwa**

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 149/01 RYO KU WA 04/12/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 UGUSHYINGO 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INANI N'ICYENDA N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (89.600.000DTS) Y'INKUNGA YA KABIRI IGENEWE POLITIKI Y'ITERAMBERE RY'URWEGO RW'INGUFU MU RWANDA

PRESIDENTIAL ORDER N° 149/01 OF 04/12/2018 RATIFYING THE FINANCING AGREEMENT SIGNED AT KIGALI, RWANDA ON 16 NOVEMBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF EIGHTY-NINE MILLION SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 89,600,000) FOR THE SECOND RWANDA ENERGY SECTOR DEVELOPMENT POLICY FINANCING

ARRÊTÉ PRÉSIDENTIEL N° 149/01 DU 04/12/2018 RATIFIANT L'ACCORD DE FINANCEMENT SIGNÉ À KIGALI, AU RWANDA LE 16 NOVEMBRE 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU CRÉDIT DE QUATRE-VINGT-NEUF MILLIONS SIX CENT MILLE DROITS DE TIRAGE SPÉCIAUX (89.600.000 DTS) POUR LE SECOND FINANCEMENT DE LA POLITIQUE DE DÉVELOPPEMENT DU SECTEUR DE L'ÉNERGIE AU RWANDA

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

Dushingiye ku Itegeko n° 80/2018 ryo ku wa 04/12/2018 ryemera kwemeza burundu

Pursuant to Law n° 80/2018 of 04/12/2018 approving the ratification of the

Vu la Loi n° 80/2018 du 04/12/2018 approuvant la ratification de l'Accord de

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'icyenda n'ibihumbi magana atandatu z'Amadetsi (89.600.000 DTS) y'inkunga ya kabiri igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda;

Tumaze kubona Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'icyenda n'ibihumbi magana atandatu z'Amadetsi (89.600.000 DTS) y'inkunga ya kabiri igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

**TWATEGETSE KANDI
DUTEGETSE:**

Ingingo ya mbere : Kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho

Financing Agreement signed at Kigali, Rwanda on 16 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty-nine million six hundred thousand Special Drawing Rights (SDR 89,600,000) for the second Rwanda energy sector development policy financing;

Considering the Financing Agreement signed at Kigali, Rwanda on 16 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty-nine million six hundred thousand Special Drawing Rights (SDR 89,600,000) for the second Rwanda energy sector development policy financing;

On proposal by the Minister of Finance and Economic Planning;

**HAVE ORDERED AND HEREBY
ORDER:**

Article One: Ratification

The Financing Agreement signed at Kigali,

financement signé à Kigali, au Rwanda le 16 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-neuf millions six cent mille Droits de Tirage Spéciaux (89.600.000 DTS) pour le second financement de la politique de développement du secteur de l'énergie au Rwanda;

Considérant l'Accord de financement signé à Kigali, au Rwanda le 16 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-neuf millions six cent mille Droits de Tirage Spéciaux (89.600.000 DTS) pour le second financement de la politique de développement du secteur de l'énergie au Rwanda ;

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

AVONS ARRÊTÉ ET ARRÊTONS :

Article premier : Ratification

L'Accord de financement signé à Kigali, au

umukono i Kigali mu Rwanda ku wa 16 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'icyenda n'ibihumbi magana atandatu z'Amadetsi (89.600.000 DTS) y'inkunga ya kabiri igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, 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'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Imari n'Igenamigambi na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

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

Rwanda on 16 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty-nine million six hundred thousand Special Drawing Rights (SDR 89,600,000) for the second Rwanda energy sector development policy financing, 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 Foreign Affairs and International Cooperation, the Minister of Finance and Economic Planning 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.

Rwanda le 16 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-neuf millions six cent mille Droits de Tirage Spéciaux (89.600.000 DTS) pour le second financement de la politique de développement du secteur de l'énergie au Rwanda, annexé au présent arrêté est ratifié et sort son plein et entier effet.

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

Le Premier Ministre, le Ministre des Affaires Étrangères et de la Coopération Internationale, le Ministre des Finances et de la Planification Économique 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, ku wa 04/12/2018

(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 04/12/2018

(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 04/12/2018

(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'TEKA RYA
PEREZIDA N° 149/01 RYO KU WA
04/12/2018 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI
MU RWANDA KU WA 16
UGUSHYINGO 2018, HAGATI YA
REPUBULIKA Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA
GITSURA AMAJYAMBERE (IDA),
YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI MIRONGO
INANI N'ICYENDA N'IBIHUMBI
MAGANA ATANDATU Z'AMADETESI
(89.600.000DTS) Y'INKUNGA YA KABIRI
IGENEWE POLITIKI Y'ITERAMBERE
RY'URWEGO RW'INGUFU MU
RWANDA

ANNEX TO PRESIDENTIAL ORDER
N° 149/01 OF 04/12/2018 RATIFYING
THE FINANCING AGREEMENT
SIGNED AT KIGALI, RWANDA ON
16 NOVEMBER 2018, BETWEEN THE
REPUBLIC OF RWANDA AND THE
INTERNATIONAL DEVELOPMENT
ASSOCIATION (IDA), RELATING TO
THE CREDIT OF EIGHTY-NINE
MILLION SIX HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 89,600,000) FOR THE
SECOND RWANDA ENERGY
SECTOR DEVELOPMENT POLICY
FINANCING

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
N° 149/01 DU 04/12/2018 RATIFIANT
L'ACCORD DE FINANCEMENT SIGNÉ
À KIGALI, AU RWANDA LE 16
NOVEMBRE 2018, ENTRE LA
RÉPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE
DE DÉVELOPPEMENT (IDA), RELATIF
AU CRÉDIT DE QUATRE-VINGT-NEUF
MILLIONS SIX CENT MILLE DROITS
DE TIRAGE SPÉCIAUX (89.600.000 DTS)
POUR LE SECOND FINANCEMENT DE
LA POLITIQUE DE DÉVELOPPEMENT
DU SECTEUR DE L'ÉNERGIE AU
RWANDA

CREDIT NUMBER 6344-RW

Financing Agreement

Second Rwanda Energy Sector Development Policy Financing

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6344-RW

FINANCING AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) 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, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of equivalent to eighty-nine million six hundred thousand Special Drawing Rights (SDR 89,600,000) (variously, "Credit" and "Financing").
- 2.02. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.03. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.04. The Payment Dates are April 1 and October 1 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.06. The Payment Currency is Dollar.
- 2.07. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Recipient shall promptly furnish to the Association such information relating

-2-

to the provisions of this Article II as the Association may, from time to time, reasonably request.

ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end, and further to Section 5.05 of the General Conditions:
- (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient's macroeconomic policy framework and the progress achieved in carrying out the Program;
 - (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
 - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

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

ARTICLE V — EFFECTIVENESS; TERMINATION

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

-3-

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

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
Rwanda; and

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
250-25257-75-81	info@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:

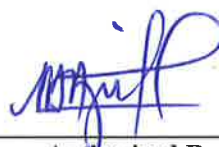
Telex:	Facsimile:
248423 (MCI)	1-202-477-6391

-4-

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By



Authorized Representative



Name: Uzziel NDAGUIMANA

Title: Minister

Date: 16/11/2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative



Name: Yasser El-Gammai

Title: Country Manager

Date: NOV. 16, 2018

-5-

SCHEDULE 1

Program Actions; Availability of Financing Proceeds

Section I. Actions under the Program

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

A. Contain the Fiscal Impact of the Electricity Sector

1. (a) The Rwanda Energy Group (“REG”) has approved the results of an Efficient Revenue Requirement Study, piloting the use of efficiency benchmarks in the determination of the revenue requirement trajectory toward cost recovery; and (b) the Rwanda Utilities Regulatory Authority (“RURA”) has implemented new electricity tariffs effective August 31st, 2018, introducing new tariff categories and rationalized tariffs for selected consumers.
2. The Ministry of Infrastructure (“MININFRA”) and the Ministry of Finance and Economic Planning (“MINECOFIN”) have jointly: (a) adopted options to achieve electricity sector fiscal sustainability and contain budget transfers to the electricity sector in the medium term; and (b) submitted the results to the Economic Cluster.

B. Improve the Operational Efficiency, Affordability and Accountability of Electricity Service

3. The RDB has approved guidelines for implementation of the Public Private Partnership Law of 2016, which mandates competitive procurement of private sector-owned electricity infrastructure, with the exception of mini-grids that do not require offtake agreements with public sector.
4. MININFRA has adopted an updated Energy Sector Strategic Plan (“ESSP”), covering the period 2017/2018-2023/24, which is consistent with the least cost power development plan (“LCPDP”) and the National Electrification Plan (“NEP”).
5. The REG has approved the NEP which identified principles for investments to achieve universal access by 2024 and close the gender access gap and submitted it to MININFRA for approval.
6. MININFRA has: (a) adopted procedures for implementing investments in on-grid and off-grid electrification; and (b) approved a grid extension plan in accordance with the least-cost options.

-6-

7. The financial statements of Energy Utility Corporation Limited ("EUCL") for the year ended June 30, 2018, have been prepared according to the International Financial Reporting Standards ("IFRS") and audited by an independent auditor.
8. The REG has approved a strategy and the related operational procedures for improving commercial customer's quality of service and the general quality of electricity supply.
9. (a) REG has fully staffed the Geographical Information System ("GIS") unit; (b) the REG has revised the operational procedures for new connections to include GIS data collection for all new connections; and (c) the REG has approved the piloting of GIS data in the identification of grid faults and complaints resolution.
10. The REG has adopted operational procedures for efficient corporate planning and human resources.

Section II. Availability of Financing Proceeds

A. General

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

B. Allocation of Financing Amounts

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

Allocations	Amount of the Financing Allocated (expressed in SDR)
(1) Single Withdrawal Tranche	89,600,000
TOTAL AMOUNT	89,600,000

-7-

C. Withdrawal Tranche Release Conditions

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

D. Deposit of Financing Amounts

1. Notwithstanding the provisions of Section 2.03 of the General Conditions:
 - (a) all withdrawals from the Financing shall be deposited by the Association into an account in Dollars at the National Bank of Rwanda designated by the Recipient and acceptable to the Association ("Foreign Currency Dedicated Account"); and
 - (b) the Recipient shall ensure that upon each deposit of an amount of the Financing into this Foreign Currency Dedicated Account, an equivalent amount in Local Currency is accounted for in the Recipient's budget management system, in a manner acceptable to the Association. All amounts withdrawn from the Local Currency Deposit Account shall be used exclusively for budgeted public expenditures and in compliance with Section 2.04 of the General Conditions.
 2. The Recipient, within 30 days after the withdrawal of the Financing from the Financing Account, shall report to the Association: (a) the exact sum received into the Foreign Currency Dedicated Account; (b) the details of the account to which the Rwanda Franc equivalent of the Financing proceeds will be credited with an indication of the exchange rate applied; (c) that an equivalent amount has been accounted for in the Recipient's budget management systems; and (d) that the Rwanda Franc equivalent of the Financing is subject to controls to ensure its use for eligible budgeted public expenditure.
- E. Audit.** Upon the Association's request, the Recipient shall:
1. have the accounts referred to in Section 2.03 of the General Conditions audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;
 2. furnish to the Association as soon as available, but in any case not later than (6) six months after the date of the Association's request for such audit, a certified copy of the report of such audit, of such scope and in such detail as the Association

-8-

shall reasonably request, and make such report publicly available in a timely fashion and in a manner acceptable to the Association; and

3. furnish to the Association such other information concerning the accounts referred to in Section 2.03 of the General Conditions and their audit as the Association shall reasonably request.

F. Closing Date. The Closing Date is June 30, 2020.

-9-

SCHEDULE 2

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage) *
On each April 1 and October 1, commencing April 1, 2025 to and including October 1, 2056	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.

-10-

APPENDIX

Section I Definitions

1. “Banque Nationale du Rwanda” or National Bank of Rwanda” means the central bank of the Recipient, established and operating pursuant to the Recipient’s Law No. 48/2017 of September 23, 2017, governing the National bank of Rwanda.
2. “Economic Cluster” means a subgroup of the Recipient’s cabinet formed for the effective implementation and monitoring of National Strategy for Transformation priorities.
3. “Efficient Revenue Requirement Study” means the study that determined the allowed annual revenue requirements for EUCL dated August 2018.
4. “ESSP” means the medium-term energy sector strategic plan prepared by MININFRA for the period 2018 to 2024 dated September 2018.
5. “EUCL” means the Energy Utility Corporation Limited, the Recipient’s limited liability company incorporated under the Companies Act Law No.07/2009 of April 27, 2009, and operating under the Law Governing Companies - No. 17/2018 of April 13, 2018; or any legal successor thereto.
6. “Foreign Currency Deposit Account” means the account referred to in Part D.1(a) of Section II of Schedule 1 to this Agreement.
7. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Development Policy Financing”, dated July 14, 2017.
8. “Geographical Information System” or “GIS” means REG’s system designed to capture, store, manipulate, analyze, manage, and present spatial or geographic data.
9. “GIS Unit” means the staff employed by REG responsible for running and managing the Geographical Information System.
10. “IFRS” means International Financial Reporting Standards, as issued by the IFRS Foundation and the International Accounting Standards Board.
11. “Local Currency” means the Rwandan Franc.
12. “Local Currency Deposit Account” means the account referred to in Part D.1(b) of Section II of Schedule 1 to this Agreement.

-11-

13. "LCPDP" means the least cost power development plan of the Recipient prepared by the REG dated September 2018.
14. "MININFRA" means the Recipient's Ministry of Infrastructure or any successor thereto acceptable to the Association.
15. "MINECOFIN" means the Recipient's Ministry of Finance and Economic Planning, or any successor thereto acceptable to the Association.
16. "NEP" means the Recipient's national electrification plan approved by MININFRA on July 25, 2018.
17. National Strategy for Transformation means the Recipient's medium term development strategic paper for the period 2017/18-2023/24 (NST I) dated September 26, 2017.
18. "Program" means: the program of objectives, policies, and actions set forth or referred to in the letter dated October 4, 2018, from the Recipient to the Association declaring the Recipient's commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution and comprising actions taken, including those set forth in Section I of Schedule 1 to this Agreement, and actions to be taken consistent with the program's objectives.
19. "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.
20. "Single Withdrawal Tranche" means the amount of the Financing allocated to the category entitled "Single Withdrawal Tranche" in the table set forth in Part B of Section II of Schedule 1 to this Agreement.
21. "RDB" means the Rwanda Development Board, established and operating pursuant the Law No. 46/2013 of June 16, 2013, establishing the Rwanda Development Board (RDB) and determining its mission, organization and functioning.
22. "REG" means the Rwanda Energy Group, a company established under the Companies Act Law No.07/2009 of April 27, 2009 and operating under the Law Governing Companies - No. 17/2018 of April 13, 2018; or any legal successor thereto.
23. "RURA" means the Rwanda Utilities Regulatory Authority, established and operating pursuant to the Recipients Law No. 09/2013 of March 1, 2013.
24. "Rwanda Franc" means the lawful currency of the Recipient.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 149/01 ryo ku wa 04/12/2018 ryemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Ugushyingo 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'icyenda n'ibihumbi magana atandatu z'Amadetsi (89.600.000 DTS) y'inkunga ya kabiri igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda

Seen to be annexed to Presidential Order n° 149/01 of 04/12/2018 ratifying the Financing Agreement signed at Kigali, Rwanda on 16 November 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty-nine million six hundred thousand Special Drawing Rights (SDR 89,600,000) for the second Rwanda energy sector development policy financing

Vu pour être annexé à l'Arrêté Présidentiel n° 149/01 du 04/12/2018ratifiant l'Accord de financement signé à Kigali, au Rwanda le 16 novembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-neuf millions six cent mille Droits de Tirage Spéciaux (89.600.000 DTS) pour le second financement de la politique de développement du secteur de l'énergie au Rwanda

Kigali, ku wa 04/12/2018

Kigali, on 04/12/2018

Kigali, le 04/12/2018

(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

ITEKA RYA PEREZIDA N° 150/01 RYO KU WA 04/12/2018 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 19 NZERI 2018, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'INTUMWA Y'IKIGEGA CYO GUTERA INKUNGA GAHUNDA Y'ISI YO GUTEZA IMBERE UBUHINZI N'UBWHAZE MU BIRIBWA, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI N'ESHESHATU N'IBIHUMBI MAGANA ATATU Z'AMADOLARI Y'ABANYAMERIKA (26.300.000 USD) AGENEWE UMUSHINGA WO KWAGURA UBUHINZI BURAMBYE N'UBWHAZE MU BIRIBWA

PRESIDENTIAL ORDER N° 150/01 OF 04/12/2018 RATIFYING THE GRANT AGREEMENT SIGNED AT KIGALI, RWANDA ON 19 SEPTEMBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS TRUSTEE OF THE TRUST FUND FOR THE GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM, RELATING TO THE GRANT OF TWENTY-SIX MILLION THREE HUNDRED THOUSAND AMERICAN DOLLARS (USD 26,300,000) FOR THE SUSTAINABLE AGRICULTURAL INTENSIFICATION AND FOOD SECURITY PROJECT

ARRÊTÉ PRÉSIDENTIEL N° 150/01 DU 04/12/2018 RATIFIANT L'ACCORD DE DON SIGNÉ À KIGALI, AU RWANDA LE 19 SEPTEMBRE 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT COMME FIDUCIAIRE DU FONDS FIDUCIAIRE DU PROGRAMME MONDIAL POUR L'AGRICULTURE ET LA SÉCURITÉ ALIMENTAIRE, RELATIF AU DON DE VINGT-SIX MILLIONS TROIS CENT MILLE DOLLARDS AMERICAINS (26.300.000 USD) POUR LE PROJET D'INTENSIFICATION AGRICOLE DURABLE ET DE SÉCURITÉ ALIMENTAIRE

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

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 ya 3: Igihe iri teka ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 150/01 RYO KU WA 04/12/2018 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 19 NZERI 2018, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'INTUMWA Y'IKIGEGA CYO GUTERA INKUNGA GAHUNDA Y'ISI YO GUTEZA IMBERE UBUHINZI N'UBWHAZE MU BIRIBWA, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI N'ESHESHATU N'IBIHUMBI MAGANA ATATU Z'AMADOLARI Y'ABANYAMERIKA (26.300.000 USD) AGENEWE UMUSHINGA WO KWAGURA UBUHINZI BURAMBYE

PRESIDENTIAL ORDER N° 150/01 OF 04/12/2018 RATIFYING THE GRANT AGREEMENT SIGNED AT KIGALI, RWANDA ON 19 SEPTEMBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS TRUSTEE OF THE TRUST FUND FOR THE GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM, RELATING TO THE GRANT OF TWENTY-SIX MILLION THREE HUNDRED THOUSAND AMERICAN DOLLARS (USD 26,300,000) FOR THE SUSTAINABLE AGRICULTURAL INTENSIFICATION AND FOOD SECURITY PROJECT

ARRÊTÉ PRÉSIDENTIEL N° 150/01 DU 04/12/2018 RATIFIANT L'ACCORD DE DON SIGNÉ À KIGALI, AU RWANDA LE 19 SEPTEMBRE 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT COMME FIDUCIAIRE DU FONDS FIDUCIAIRE DU PROGRAMME MONDIAL POUR L'AGRICULTURE ET LA SÉCURITÉ ALIMENTAIRE, RELATIF AU DON DE VINGT-SIX MILLIONS TROIS CENT MILLE DOLLARDS AMERICAINS (26.300.000 USD) POUR LE PROJET D'INTENSIFICATION AGRICOLE DURABLE ET DE SÉCURITÉ ALIMENTAIRE

Twebwe, KAGAME Paul,
Perezida wa Repbulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République ;

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

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

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

Dushingiye ku Itegeko n° 81/2018 ryo ku wa 04/12/2018 ryemerera kwemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 19 Nzeri 2018, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Intumwa y'Ikigega cyo Gutera Inkunga Gahunda y'Isi yo Guteza Imbere Ubuhinzi n'Ubwihaze mu Biribwa, yerekeranye n'impano ingana na miliyoni makumyabiri n'esheshatu n'ibihumbi magana atatu z'Amadolari y'Abanyamerika (26.300.000 USD) agenewe umushinga wo kwagura ubuhinzi burambye n'ubwihaze mu biribwa;

Tumaze kubona Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 19 Nzeri 2018, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Intumwa y'Ikigega cyo Gutera Inkunga Gahunda y'Isi yo Guteza Imbere Ubuhinzi n'Ubwihaze mu Biribwa, yerekeranye n'impano ingana na miliyoni makumyabiri n'esheshatu n'ibihumbi magana atatu z'Amadolari y'Abanyamerika (26.300.000 USD) agenewe umushinga wo kwagura ubuhinzi burambye n'ubwihaze mu biribwa;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Pursuant to Law n° 81/2018 of 04/12/2018 approving the ratification of the Grant Agreement signed at Kigali, Rwanda on 19 September 2018, between the Republic of Rwanda and the International Bank for Reconstruction and development acting as Trustee of the Trust Fund for the Global Agriculture and Food Security Program, relating to the grant of twenty-six million three hundred thousand American dollars (USD 26,300,000) for sustainable agricultural intensification and food security project;

Considering the Grant Agreement signed at Kigali, Rwanda on 19 September 2018, between the Republic of Rwanda and the International Bank for Reconstruction and development acting as Trustee of the Trust Fund for the Global Agriculture and Food Security Program, relating to the grant of twenty-six million three hundred thousand American dollars (USD 26,300,000) for sustainable agricultural intensification and food security project;

On proposal by the Minister of Finance and Economic Planning;

Vu la Loi n° 81/2018 du 04/12/2018 approuvant la ratification de l'Accord de don signé à Kigali, au Rwanda le 19 septembre 2018, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant comme fiduciaire du Fonds Fiduciaire du Programme Mondial pour l'Agriculture et la Sécurité Alimentaire, relatif au don de vingt-six millions trois cent mille dollars Américains (26.300.000 USD) pour le projet d'intensification agricole durable et de sécurité alimentaire;

Considérant l'Accord de don signé à Kigali, au Rwanda le 19 septembre 2018, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant comme fiduciaire du Fonds Fiduciaire du Programme Mondial pour l'Agriculture et la Sécurité Alimentaire, relatif au don de vingt-six millions trois cent mille dollars Américains (26.300.000 USD) pour le projet d'intensification agricole durable et de sécurité alimentaire ;

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

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND ORDER:

AVONS ARRÊTÉ ET ARRÊTONS :

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 19 Nzeri 2018, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Intumwa y'Ikigega cyo Gutera Inkunga Gahunda y'Isi yo Guteza Imbere Ubuhinzi n'Ubwihaze mu Biribwa, yerekeranye n'impano ingana na miliyoni makumyabiri n'esheshatu n'ibihumbi magana atatu z'Amadolari y'Abanyamerika (26.300.000 USD) agenewe umushinga wo kwagura ubuhinzi burambye n'ubwihaze mu biribwa, 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'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Imari n'Igenamigambi na Minisitiri w'Ubuhinzi n'Ubworozi bashinzwe gushyira mu bikorwa iri teka.

Article One: Ratification

The Grant Agreement signed at Kigali, Rwanda on 19 September 2018, between the Republic of Rwanda and the International Bank for Reconstruction and development acting as Trustee of the Trust Fund for the Global Agriculture and Food Security Program, relating to the grant of twenty-six million three hundred thousand American dollars (USD 26,300,000) for sustainable agricultural intensification and food security 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 Foreign Affairs and International Cooperation, the Minister of Finance and Economic Planning and the Minister of Agriculture and Animal Resources are entrusted with the implementation of this Order.

Article premier: Ratification

L'Accord de don signé à Kigali, au Rwanda le 19 septembre 2018, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant comme fiduciaire du Fonds Fiduciaire du Programme Mondial pour l'Agriculture et la Sécurité Alimentaire, relatif au don de vingt-six millions trois cent mille dollars Américains (26.300.000 USD) pour le projet d'intensification agricole durable et de sécurité alimentaire, 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 Affaires Étrangères et de la Coopération internationale, le Ministre des Finances et de la Planification Économique et le Ministre de l'Agriculture et des Ressources Animales sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

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

Kigali, ku wa 04/12/2018

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

Kigali, on 04/12/2018

(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

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

Kigali, le 04/12/2018

(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° 150/01 RYO KU WA
04/12/2018 RYEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I KIGALI
MU RWANDA KU WA 19 NZERI 2018,
HAGATI YA REPUBULIKA Y'U
RWANDA NA BANKI MPUZAMAHANGA
Y'ITERAMBERE NK'INTUMWA
Y'IKIGEGA CYO GUTERA INKUNGA
GAHUNDA Y'ISI YO GUTEZA IMBERE
UBUHINZI N'UBWHAZE MU BIRIBWA,
YEREKERANYE N'IMPANO INGANA NA
MILIYONI MAKUMYABIRI
N'ESHESHATU N'IBIHUMBI MAGANA
ATATU Z'AMADOLARI
Y'ABANYAMERIKA (26.300.000 USD)
AGENEWE UMUSHINGA WO
KWAGURA UBUHINZI BURAMBYE
N'UBWHAZE MU BIRIBWA

ANNEX TO PRESIDENTIAL ORDER
N° 150/01 OF 04/12/2018 RATIFYING
THE GRANT AGREEMENT SIGNED
AT KIGALI, RWANDA ON 19
SEPTEMBER 2018, BETWEEN THE
REPUBLIC OF RWANDA AND THE
INTERNATIONAL BANK FOR
RECONSTRUCTION AND
DEVELOPMENT ACTING AS
TRUSTEE OF THE TRUST FUND
FOR THE GLOBAL AGRICULTURE
AND FOOD SECURITY PROGRAM,
RELATING TO THE GRANT OF
TWENTY-SIX MILLION THREE
HUNDRED THOUSAND AMERICAN
DOLLARS (USD 26,300,000) FOR THE
SUSTAINABLE AGRICULTURAL
INTENSIFICATION AND FOOD
SECURITY PROJECT

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
N° 150/01 DU 04/12/2018 RATIFIANT
L'ACCORD DE DON SIGNÉ À KIGALI,
AU RWANDA LE 19 SEPTEMBRE 2018,
ENTRE LA REPUBLIQUE DU RWANDA
ET LA BANQUE INTERNATIONALE
POUR LA RECONSTRUCTION ET LE
DÉVELOPPEMENT AGISSANT COMME
FIDUCIAIRE DU FONDS FIDUCIAIRE
DU PROGRAMME MONDIAL POUR
L'AGRICULTURE ET LA SÉCURITÉ
ALIMENTAIRE, RELATIF AU DON DE
VINGT-SIX MILLIONS TROIS CENT
MILLE DOLLARDS AMERICAINS
(26.300.000 USD) POUR LE PROJET
D'INTENSIFICATION AGRICOLE
DURABLE ET DE SÉCURITÉ
ALIMENTAIRE

GAFSP GRANT NUMBER TF0A8221

Global Agriculture and Food Security Program Grant Agreement

(Sustainable Agricultural Intensification and Food Security Project)

between

REPUBLIC OF RWANDA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
as Trustee of the Trust Fund for the Global Agriculture and Food Security Program**

Dated *September 19* , 2018

GAFSP GRANT NUMBER TF0A8221

**GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM
GRANT AGREEMENT**

AGREEMENT dated September 19, 2018, entered into between: the REPUBLIC OF RWANDA ("Recipient"); and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting Trustee of the Trust Fund for the Global Agriculture and Food Security Program ("GAFSP").

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 Rwanda Agriculture and Animal Resources Board ("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
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 twenty-

-2-

six million three hundred thousand United States Dollars (\$26,300,000) ("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 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 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 Member Country 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.
 - (b) The Project Implementing Entity has failed to perform any obligation under the Project Agreement.
 - (c) IBRD or IDA has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of: (i) a determination by IBRD or IDA that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.
 - (d) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the

-3-

Project Implementing Entity will be able to perform its obligations under the Project Agreement.

- (e) The Implementing Entity Legislation pursuant to which the Project Implementing Entity has been established and is operating 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.
- (f) The World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

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; and
 - (b) the Subsidiary 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, 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

-4-

- (c) on behalf of the Recipient and the Project Implementing Entity, the Subsidiary 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 Grants 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
E-mail:
minfin@minecofin.gov.rw
- 6.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:
International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America
Telex: Facsimile:
248423 (MCI) or 1-202-477-6391
64145 (MCI)

-5-

AGREED at Kigali, 19/09/2018, as of the day
and year first above written.

REPUBLIC OF RWANDA

A handwritten signature in blue ink, appearing to read "Uzziel Nagu Itana".

Authorized Representative

Name: Dr. Uzziel NAGU ITANA

Title: Minister of Finance
and Economic Planning

INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT
acting as Trustee for the Trust Fund for the Global Agriculture and
Food Security Program

By

A handwritten signature in black ink, appearing to read "Yasser El-Gammal".

Authorized Representative

Name: Yasser El-Gammal

Title: Country Manager



-6-

SCHEDULE 1

Project Description

The objective of the Project is to increase agricultural productivity, market access and food security of targeted beneficiaries in the Project Areas.

The Project consists of the following parts:

Part 1: Institutional Strengthening, Agriculture Productivity Enhancement and Nutrition Improvement

- 1.1. Strengthen institutional and entrepreneurial capacity of selected farmer organizations for improved agricultural productivity.
- 1.2. Support interventions aimed at sustaining and further increasing productivity of selected agriculture crops.
- 1.3. Carry out activities, including campaigns aimed, at improving nutrition habits and outcomes at household level.

Part 2: Irrigation and Water Use Efficiency

- 2.1. Support for maximizing irrigation efficiency including provision of Matching Grants for small-scale irrigation equipment to farmers in selected Project Areas.
- 2.2. Provision of training to farmers in the proper use of irrigation equipment and to water user associations on irrigation water management.

Part 3: Market Linkages and Value Addition Investment Support

- 3.1. Carry out activities aimed at strengthening the technical, institutional, managerial and marketing capacity of farmers organizations and value chain actors, including:
 - (i) supporting the capacity development of farmers organizations to access business related finance;
 - (ii) building capacity in post-harvest and in pre-processing;
 - (iii) providing agriculture sector related training to financial institutions; and
 - (iv) supporting the development of business plans.
- 3.2. Carry out activities aimed at improving market linkages, including:

-7-

- (i) providing Matching Grants to Matching Grant Beneficiaries for the construction of processing facilities and required equipment; and
- (ii) supporting the operation and maintenance of those facilities and equipment.

Part 4: Project Management and Technical Assistance

- 4.1. Provision of support for Project implementation, including for, *inter alia*, coordination, communication, procurement, financial management, safeguards (including grievance redress) and monitoring and evaluation activities and financing of Incremental Operating Costs.
- 4.2. Provision of technical assistance to strengthen the capacities of targeted beneficiaries under the Project and to enhance the effectiveness of the Project interventions, including in the areas of: (i) extension services, (ii) nutrition, and (iii) irrigation technologies.

-8-

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

RAB-Single Project Implementing Unit

1. The Recipient shall ensure that the Project Implementing Entity shall maintain, throughout Project implementation, the Single Project Implementation Unit ("RAB-SPIU"), led by a Project coordinator and composed of key staff, with qualifications and under terms of reference acceptable to the World Bank, including staff responsible for procurement, financial management, social safeguards, environmental matters, and any other staff as may be agreed with the World Bank, and as further detailed in the PIM. The RAB-SPIU shall be responsible for overall day-to-day Project implementation, including, *inter alia*, ensuring coordination with key stakeholders, managing the Project's fiduciary and safeguard aspects (including gender, labor and health and safety aspects), and monitoring and evaluation of Project implementation, as further detailed in the PIM.
2. Prior to initiating the procurement process, the Recipient, through RAP-SPIU, shall submit to the World Bank, for its review and no-objection, the minutes of the approval of the designs of the irrigation schemes to be financed under Part 2 of the Project.

Project Steering Committee (PSC)

3. Not later than three (3) months after the Effective Date, the Recipient shall establish, and thereafter maintain, throughout Project implementation, the PSC, with composition and mandate acceptable to the World Bank, which shall be headed by high-level representatives of MINAGRI and RAB and shall include high level representatives of other stakeholders involved in Project implementation, as further detailed in the PIM. The PSC shall be responsible for, *inter alia*, providing overall strategic guidance for Project implementation.

B. Project Implementation Manual (PIM)

1. The Recipient shall ensure that the Project Implementing Entity shall carry out the Project in accordance with the PIM, which shall, *inter alia*, set out detailed guidelines, methods and procedures for the implementation of the Project, including: (i) administration and coordination including placement of necessary human resources; (ii) performance indicators of the Project; (iii) roles and

-9-

responsibilities of various government levels (national, district, and province) and agencies in the implementation of the Project; (iv) budget and budgetary control; (v) disbursement procedures and banking arrangements; (vi) financial, procurement and accounting procedures; (vii) internal control procedures; (viii) accounting system and transaction records; (ix) reporting requirements; (x) audit arrangements; (xi) corruption and fraud mitigation measures; (xii) environmental, social, labor and health and safety (including an environmental and social exclusion list and measures designed to prohibit and address instances of gender based violence and sexual exploitation and abuse); (xiii) eligibility criteria for irrigation schemes to be supported under the Project, including in relation to water availability and security of land tenure, and any other relevant environmental and social criteria; and (xiv) such other arrangements and procedures as shall be required for the effective implementation of the Project. The Recipient shall not assign, amend, abrogate or waive any provision of the PIM without prior written approval of the World Bank.

2. In case of any conflict between the terms of the PIM and those of this Agreement, the terms of this Agreement shall prevail.

C. 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 following:
 - (a) the Recipient's obligation to provide the proceeds of the Grant to the Project Implementing Entity on terms and conditions satisfactory to the World Bank;
 - (b) the Project Implementing Entity's obligation to carry out the Project with due diligence and efficiency, in conformity with appropriate administrative, technical practices, under the supervision of qualified and experienced management assisted by competent staff in adequate numbers, and in accordance with the provisions of this Agreement, the PIM and the Matching Grants Manual;
 - (c) the Project Implementing Entity's obligation to carry out the Project in accordance with the Anti-Corruption Guidelines;
 - (d) the Project Implementing Entity's obligation to procure the goods and services required for the Project and to be financed out of the proceeds of the Grant, in accordance with the provisions of Section III of this Schedule, as said provisions may be further elaborated in the PIM;

-10-

- (e) The Project Implementing Entity's obligation to carry out the Project in accordance with the Safeguards Instruments;
 - (f) the Project Implementing Entity's obligation to furnish all such information as the Recipient or the World Bank shall reasonably request;
 - (g) the Project Implementing Entity's obligation to promptly inform the Recipient and the World Bank of any condition which interferes or threatens to interfere with the progress of the Project and the performance of its obligations under the Subsidiary Agreement; and
 - (h) the Project Implementing Entity's obligation to neither take nor concur in any action which would have the effect of amending, abrogating, assigning or waiving the Subsidiary Agreement.
2. The Subsidiary Agreement shall include a provision stipulating that in the case of conflict between the Subsidiary Agreement and this Agreement, the latter shall apply.
3. 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.

D. Matching Grants

1. For purposes of the implementation of Parts 2.1 and 3.2(i) of the Project, the Recipient shall cause the Project Implementing Entity to make matching grants ("Matching Grants") for Sub-projects to beneficiaries ("Matching Grants Beneficiaries") in accordance with eligibility criteria and procedures set forth in the manual for Matching Grants ("Matching Grants Manual") and acceptable to the World Bank which shall include the following:
- (a) (i) prior to the implementation of any activity under Parts 2.1 and 3.2(i), prepare and adopt the Matching Grants Manual in a manner acceptable to the World Bank; (ii) immediately thereafter, carry out Parts 2.1 and 3.2(i) of the Project in accordance with the requirements set forth in the Matching Grants Manual, including eligibility criteria, selection procedures and implementation condition; and (iii) not assign, amend, abrogate or waive any provision of the Matching Grants Manual without prior written approval of the World Bank. In case of any conflict between the terms of the Matching Grants Manual and those of this Agreement, the terms of this Agreement shall prevail; and

-11-

- (b) upon selection of a Sub-project pursuant to the criteria and procedures established in the Matching Grants Manual, enter into a standard agreement with each Matching Grants Beneficiary, under terms and conditions acceptable to the World Bank, (the Matching Grants Agreement), including, *inter alia*:
- (i) the amount to be provided in the form of a Matching Grant to each Matching Grants Beneficiary under a Matching Grants Agreement, its terms and conditions and a disbursement schedule;
 - (ii) an amount of co-financing provided by each Matching Grant Beneficiary and/or evaluation of in-kind contribution to the Sub-project, as defined in the Matching Grants Manual;
 - (iii) the obligation of each Matching Grants Beneficiary to carry out the Sub-project in compliance with the Anti-Corruption Guidelines applicable to recipients of grants proceeds other than the Recipient;
 - (iv) the obligation of each Matching Grants Beneficiary to carry out each Sub-project in compliance with the Safeguards Instruments and, when applicable, prepare environmental management plans in accordance with the ESMF, in form and substance satisfactory to the World Bank, and to implement said Sub-project in accordance with the relevant environmental management plan;
 - (v) the obligation of each Matching Grants Beneficiary to report to the Project Implementing Entity on the progress of the implementation of the activity co-financed with the Matching Grants and to enable the Project Implementing Entity, the Recipient and the World Bank, if the World Bank shall so request, to visit the facilities where the Sub-projects are implemented and administered;
 - (vi) the obligation of each Matching Grants Beneficiary to maintain records and accounts for expenditures incurred and financed with the Matching Grants, and make available such documentation to the Project Implementing Entity, the Recipient and the World Bank, if the World Bank shall so request; and
 - (vii) the right of Project Implementing Entity to suspend, cancel or request a refund of the Matching Grant or a portion thereof in case of the failure of the Matching Grants Beneficiary to perform any of its obligations under the Matching Grants Agreement.

-12-

2. The Recipient shall cause the Project Implementing Entity to exercise its rights and carry out its obligations under each Matching Grants 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 any Matching Grants Agreement or any of its provisions.

E. Service Agreement

1. To facilitate the carrying out of Part 4.2 of the Project, the Recipient shall cause the Project Implementing Entity to enter into a service agreement ("Service Agreement") with a provider ("Service Provider") selected on the basis of terms of reference, qualifications and experience satisfactory to the World Bank.
2. The Project Implementing Entity shall obtain rights adequate to protect the interests of the Recipient and the World Bank, including the right to require the Service Provider to:
 - (a) carry out its activities under its Part of the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including, without limitation to the generality of the foregoing, in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient, the Project Implementation Manual, and the Safeguards Instruments;
 - (b) maintain policies and procedures, adequate to enable the Service Provider to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the activities carried out under its Part of the Project and the achievement of its objectives;
 - (c) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the activities carried out by the Service Provider under its Part of the Project; and (B) at the World Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and furnish promptly to the Recipient and the World Bank the financial statements as so audited;
 - (d) enable the Recipient and the World Bank to inspect the activities carried out by the Service Provider under its Part of the Project, their operation

-13-

and any relevant records and documents; and prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World shall reasonably request relating to the foregoing; and

- (e) refund any or all part of the amount of the Grant then withdrawn, upon the Recipient's determination that such Service Provider has failed to perform any of the Service Provider's obligations under the Service Agreement.

- 3. The Project Implementing Entity shall ensure that the rights of the Recipient are exercised and its obligations carried out under the Service 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 any of the Service Agreement or any provisions therein.

F. Safeguards

- 1. The Recipient shall cause the Project Implementing Entity to: (i) carry out, the Project in accordance with the provisions of the Safeguards Instruments; and (ii) ensure that any contracts for civil works under the Project include codes of conduct in form and substance acceptable to the World Bank, detailing measures on environmental, health and safety, labor and preventing and responding to HIV/AIDS, gender-based violence, and violence against children. The Recipient shall cause the Project Implementing Entity to ensure that no provision of the Safeguard Instruments is amended, suspended, abrogated, repealed or waived without the prior written approval by the World Bank.
- 2. Without limitation to the excluded expenditures provision set forth in the PIM, Matching Grants Manual and/or the Safeguard Instruments, the following activities shall not be eligible to be included in or funded under the Project ("Negative List"):
 - (a) activities involving the use of prohibited pesticides listed in the PMP;
 - (b) any activities that would lead to conversion or degradation of critical natural habitats or their supporting areas;
 - (c) any activities that would lead to conversion or degradation of critical forest areas, related critical natural habitats, clearing of forests or forest ecosystems;
 - (d) activities involving the financing of the rehabilitation or construction of Large Dams; and

-14-

- (e) activities involving child or forced labor, as per the national legislation enacted pursuant to the C138 – Minimum Age Convention, the C182 – Worst Forms of Child Labor Convention, and the C029 – Forced Labor Convention.
3. The Recipient shall ensure that all technical assistance under the Project, 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 safeguards policies and the Recipient's own laws relating to the environment and social aspects including, but not limited to, national legislation enacted pursuant its obligations under the C138 – Minimum Age Convention, the C182 – Worst Forms of Child Labor Convention, and the C029 –Forced Labor Convention).
 4. The Recipient shall cause the Project Implementing Entity to ensure that employees, agents, service providers, contractors and subcontractors carry out the Project in conformity with acceptable environmental and social standards, practices and codes of conduct (which shall, *inter alia*, contain measures that prohibit, endeavour to prevent and address Project-related gender based violence and sexual exploitation and abuse), the provisions of the Recipient's environmental and social laws (including, but not limited to, national legislation enacted pursuant its obligations under the C138 – Minimum Age Convention, the C182 – Worst Forms of Child Labor Convention and C029 –Forced Labor Convention), the Safeguard Instruments.
 5. If any Project activity would, pursuant to the RPF, require the preparation of a RAP, no such activity shall be implemented, unless: (i) a RAP for such activity has been: (A) prepared in accordance with the requirements of the RPF and furnished to the World Bank; (B) disclosed as required by the RPF; and (C) approved by the World Bank and publicly disclosed; and (ii) (A) all measures required to be taken under said RAP prior to the initiation of said activity have been taken, including, without limitation to the above, providing funds for resettlement compensation at full replacement cost when and if required under a RAP; (B) a report, in form and substance satisfactory to the World Bank, on the status of compliance with the requirements of said RAP has been prepared and furnished to the World Bank; and (C) the World Bank has confirmed that the implementation of said activity may be commenced.
 6. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall collect, compile and furnish to the World Bank on a calendar semester basis (or with more frequency or in a separate report whenever the circumstances warrant), reports in form and substance satisfactory to the World Bank, on the status of compliance with the Safeguard Instruments, as part of the Project Reports, giving details of:

-15-

- (a) measures taken in furtherance of the Safeguards Instruments including the Supplemental Social and Environmental Safeguard Instruments;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments including the Supplemental Social and Environmental Safeguard Instruments; and
 - (c) remedial measures taken or required to be taken to address such conditions including but not limited to the implementation of a grievance redress mechanism.
7. The Recipient shall, and shall cause to, throughout Project implementation, maintain and publicize the availability of Project-level grievance and feedback and redress mechanism, in a form and substance satisfactory to the World Bank, to hear and determine fairly and in good faith all complaints and feedback raised in relation to the Project, and take all measures necessary to implement the determinations made by said grievance feedback and redress mechanism in a manner satisfactory to the World Bank.

G. Annual Work Plans and Budget

- 1. Each calendar year, the Recipient shall prepare a draft annual work plan and budget for the Project for each subsequent year of Project implementation, of such scope and detail as the World Bank shall have reasonably requested.
- 2. The Recipient shall furnish to the World Bank, not later the May 31 of each year, the proposed annual work plans and budgets, as had been approved by the PSC, for the World Bank's review and final approval; except for the first annual work plan and budget for the Project for the first two years of Project implementation, which shall be furnished no later than two (2) months after the Effective Date. Only the activities included in an annual work plan and budget expressly approved by the World Bank (each an "Annual Work Plan and Budget") are eligible to be financed from the proceeds of the Grant.
- 3. The Recipient shall ensure that the Project is carried out in accordance with the approved Annual Work Plans and Budgets.

H. 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").

-16-

I. 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 Donor to visit any part of the Recipient's territory for purposes related to the Project.

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 quarter, covering the quarter, 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.

-17-

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, revised November 2017 ("Procurement Regulations"), and the provisions of the Recipient's procurement plan for the Project ("Procurement Plan") dated June 19, 2018, 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 USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs under the Project except for Parts 2.1 3.2(i) and 4.2	13,800,000	100%
(2) Matching Grants under Parts 2.1 and 3.2(i) of the Project	11,000,000	100% of amount disbursed
(3) Training under Part 4.2 of the Project	1,500,000	100%
TOTAL AMOUNT	26,300,000	

-18-

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made:
 - (a) prior to the date of this Agreement;
 - (b) under Category (2), until evidence satisfactory to the Bank has been furnished to the World Bank that the Matching Grants Manual has been adopted in a manner acceptable to the World Bank.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is August 31, 2023.

-19-

APPENDIX

1. "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 and as of July 1, 2016.
2. "Environmental and Social Management Framework or ESMF" means the Recipient's environmental and social management framework, satisfactory to the World Bank, dated June 3, 2018, describing the environmental mitigation, monitoring and institutional measures under the Project, as the same may be amended from time to time with the World Bank's prior approval.
3. "Environmental and Social Management Plan or ESMP" means any Environmental and Social Management Plan, acceptable to the World Bank and consistent with the ESMF, as may be adopted for the purposes of the Project, which gives details of the specific actions, measures and policies designed to facilitate the achievement of the objectives of the ESMF under the Project, along with the procedural and institutional measures needed to implement such actions, measures and policies, including any schedules to such plan, and as such plan may be amended by the Recipient from time to time, with the prior written approval of the World Bank; and "ESMPs" means, collectively, all such plans.
4. "ESIA" means any Environmental and Social Impact Assessment, acceptable to the World Bank, as may be prepared for the Project which gives details of potential environmental, physical cultural property and social risks and adverse impacts associated with any Project activities, together with an environmental and social management plan defining measures to manage such risks and impacts, including any schedules to such assessment, and as such assessment may be amended by the Recipient from time to time, with the prior written approval of the World Bank in accordance with Section I.F of Schedule 2 to this Agreement; and "ESIAs" means, collectively, all such assessments.
5. "FAO" means Food and Agriculture Organization of the United Nations.
6. "Matching Grant" means a grant to be provided to each Matching Grant Beneficiary from the proceeds of the Grant for the purposes of carrying out activities under Parts 2.1 and 3.2(i) of the Project; and Matching Grants means many such grants.
7. "Matching Grants Agreement" means the agreement to be entered into between the Project Implementing Entity and each Matching Grant Beneficiary for the provision of a Matching Grant, and referred to in Section I.D of Schedule 2 to this Agreement.

-20-

8. "Matching Grants Beneficiary" means each men, women and youth in rural households in the Recipient's territory selected in accordance with the criteria and procedures established in the Matching Grants Manual, which will benefit from the provision of Matching Grants under Parts 2.1 and 3.2(i) of the Project.
9. "Matching Grants Manual" means the manual setting forth the eligibility criteria, selection process of Matching Grant Beneficiaries and activities to be financed under Parts 2.1 and 3.2(i) of the Project (including a negative list of activities).
10. "MINAGRI" or "Ministry of Agriculture and Animal Resources" means the Recipient's ministry responsible for agriculture and animal resources or any successor thereto.
11. "Operating Costs" means the incremental expenses incurred on account of Project implementation, including office rental fees, equipment maintenance, office maintenance and administration costs, utilities, communication and insurance costs, vehicle operation and maintenance, travel, *per diem*, salaries of locally contracted employees but excluding salaries of officials of the Recipient's civil service.
12. "Procurement Plan" means the Recipient's procurement plan for the Project, dated June 19, 2018, and 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.
13. "Procurement Regulations" means the "World Bank Procurement Regulations for Borrowers under Investment Project Financing" dated July 1, 2016.
14. "Project Area" means one of the areas of Muyanza, Rwamagana-34, Karongi-12, Karongi-13, Kayonza-4, Nyanza-23, Gatsibo-8, and Nyabihu. Situated in the following eight districts: Rulindo, Rwamagana, Karongi, Rutsiro, Kayonza, Nyanza, Gatsibo, and Nyabihu; or any other areas as approved by the World Bank.
15. "Project Implementing Entity" or "PIE" means RAB.
16. "Project Implementing Entity's Legislation" means the Recipient's Law No. 14/2017 of 14/04/2017 pursuant to which RAB is established and operating.
17. "Project Implementation Manual" or "PIM" means the manual referred to in Section I.B of this Agreement.
18. "Project Steering Committee" or "PSC" means the committee referred to in Section I.A.3 of Schedule 2 to this Agreement.
19. "RAB" means the Rwanda Agriculture and Animal Resources Board, a legally independent entity established and operating pursuant to the Project Implementing Entity's Legislation.

-21-

20. "RAB-SPIU" means the single project implementing unit established within RAB.
21. "Resettlement Action Plan" or "RAP" means any resettlement plan acceptable to the World Bank and consistent with the RPF, as may be adopted for the purposes of the Project, which contains, *inter alia*, a program of actions, measures and policies for compensation and resettlement of any displaced persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and costs estimates and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation, as such plan may be amended by the Recipient from time to time with the prior written approval of the World Bank, and "RAPs" means collectively all such plans.
22. "Resettlement Policy Framework" or "RPF" means the policy framework dated May 23, 2018, prepared by the Recipient, for any involuntary resettlement under the Project outlining general implementation procedures, mitigation measures and monitoring procedures for involuntary resettlement under the Project, including the procedures for the preparation and implementation of RAPs, as said framework may be amended from time to time with the World Bank's prior approval.
23. "Safeguards Instruments" means the ESMF, RPF, ESIAs, ESMPs and RAPs.
24. "Service Agreement" means the service agreement to be executed between the PIE and a Service Provider in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.
25. "Service Provider" means FAO.
26. "Standard Conditions" means the Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012.
27. "Sub-project" means a specific agricultural-related project to be carried out by a Matching Grants Beneficiary under Parts 2.1 and 3.2(i) of the Project pursuant to criteria set forth in the Matching Grants Manual.
28. "Subsidiary Agreement" means the agreement referred to in Section I.C of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity.
29. "Training" means expenditures (other than those for consultants' services) incurred by the Project Implementing Entity to finance the reasonable local and international travel costs (i.e. accommodation, transportation, travel insurance and per diem, *inter alia*) of trainees and trainers (if applicable), training registration fees, catering, rental of training facilities and equipment, logistics and printing

-22-

services, as well as training materials, all for the purposes of, and directly related to, the training activities described in the Project.

Bibonywe kugira ngo bishyirwe ku mugereka w' Iteka rya Perezida n° 150/01 ryo ku wa 04/12/2018 ryemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 19 Nzeri 2018, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Intumwa y'Ikigega cyo Gutera Inkunga Gahunda y'Isi yo Guteza Imbere Ubuhinzi n'Ubwihaze mu Biribwa, yerekeranye n'impano ingana na miliyoni makumyabiri n'esheshatu n'ibihumbi magana atatu z'Amadolari y'Abanyamerika (26.300.000 USD) agenewe umushinga wo kwagura ubuhinzi burambye n'ubwihaze mu biribwa

Seen to be annexed to Presidential Order n° 150/01 of 04/12/2018 ratifying the Grant Agreement signed at Kigali, Rwanda on 19 September 2018, between the Republic of Rwanda and the International Bank for Reconstruction and development acting as Trustee of the Trust Fund for the Global Agriculture and Food Security Program, relating to the grant of twenty-six million three hundred thousand American dollars (USD 26,300,000) for sustainable agricultural intensification and food security project

Vu pour être annexé à l'Arrêté Présidentiel n° 150/01 du 04/12/2018 ratifiant l'Accord de don signé à Kigali, au Rwanda le 19 septembre 2018, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant comme Fiduciaire du Fonds Fiduciaire du Programme Mondial pour l'Agriculture et la Sécurité Alimentaire, relatif au don de vingt-six millions trois cent mille dollars Américains (26.300.000 USD) pour le projet d'intensification agricole durable et de sécurité alimentaire

Kigali, ku wa 04/12/2018

Kigali, on 04/12/2018

Kigali, le 04/12/2018

(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

ITEKA RYA PEREZIDA N° 151/01 RYO KU WA 04/12/2018 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 19 NZERI 2018, HAGATI YA GUVERINOMA Y'U RWANDA N'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA), YEREKERANYE N'IMPANO INGANA NA MILIYARI EBYIRI NA MILIYONI MAGANA ATANDATU NA MIRONGO ITATU N'ESHANU Z'AMAYENI Y'UBUYAPANI (2,635,000,000 JPY) AGENEWE UMUSHINGA WO KUNONONSORA IMIYOBORO IHUZA SITASIYO NTO Z'AMASHANYARAZI NO KUYAKWIRAKWIZA MU BATURAGE (IGICE CYA 3)

PRESIDENTIAL ORDER N° 151/01 OF 04/12/2018 RATIFYING THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA ON 19 SEPTEMBER 2018, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA), RELATING TO THE GRANT OF TWO BILLION SIX HUNDRED AND THIRTY-FIVE MILLION JAPANESE YEN (JPY 2,635,000,000) FOR THE PROJECT FOR THE IMPROVEMENT OF SUBSTATION AND DISTRIBUTION NETWORK (PHASE 3)

ARRÊTÉ PRÉSIDENTIEL N° 151/01 DU 04/12/2018 RATIFIANT L'ACCORD DE DON SIGNÉ À KIGALI, AU RWANDA LE 19 SEPTEMBRE 2018, ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE (JICA), RELATIF AU DON DE DEUX MILLIARDS SIX CENT TRENTE CINQ MILLIONS DE YEN JAPONAIS (2.635.000.000 JPY) POUR LE PROJET D'AMÉLIORATION DU RÉSEAU DE SOUS-STATION ET DE DISTRIBUTION (PHASE 3)

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

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 ya 3: Igihe iri teka ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 151/01 RYO KU WA 04/12/2018 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 19 NZERI 2018, HAGATI YA GUVERINOMA Y'U RWANDA N'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA), YEREKERANYE N'IMPANO INGANA NA MILIYARI EBYIRI NA MILIYONI MAGANA ATANDATU NA MIRONGO ITATU N'ESHANU Z'AMAYENI Y'UBUYAPANI (2,635,000,000 JPY) AGENEWE UMUSHINGA WO KUNONONSORA IMIYOBORO IHUZA SITASIYO NTO Z'AMASHANYARAZI NO KUYAKWIRAKWIZA MU BATURAGE (IGICE CYA 3)

PRESIDENTIAL ORDER N° 151/01 OF 04/12/2018 RATIFYING THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA ON 19 SEPTEMBER 2018, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA), RELATING TO THE GRANT OF TWO BILLION SIX HUNDRED AND THIRTY-FIVE MILLION JAPANESE YEN (JPY 2,635,000,000) FOR THE PROJECT FOR THE IMPROVEMENT OF SUBSTATION AND DISTRIBUTION NETWORK (PHASE 3)

ARRÊTÉ PRÉSIDENTIEL N° 151/01 DU 04/12/2018 RATIFIANT L'ACCORD DE DON SIGNÉ À KIGALI, AU RWANDA LE 19 SEPTEMBRE 2018, ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE (JICA), RELATIF AU DON DE DEUX MILLIARDS SIX CENT TRENTE CINQ MILLIONS DE YEN JAPONAIS (2.635.000.000 JPY) POUR LE PROJET D'AMÉLIORATION DU RÉSEAU DE SOUS-STATION ET DE DISTRIBUTION (PHASE 3)

Twebwe, KAGAME Paul,
Perezida wa Repbulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République ;

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

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

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

Dushingiye ku Itegeko n° 82/2018 ryo ku wa 04/12/2018 ryemera kwemeza burundu Amasezerano y'impano yashyiriweho umukono

Pursuant to Law n° 82/2018 of 04/12/2018 approving the ratification of the Grant Agreement signed in Kigali, Rwanda on 19

Vu la Loi n° 82/2018 du 04/12/2018 approuvant la ratification de l'Accord de don signé à Kigali, au Rwanda le 19 septembre

i Kigali mu Rwanda ku wa 19 Nzeri 2018, hagati ya Guverinoma y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari ebyiri na miliyoni magana atandatu na mirongo itatu n'eshanu z'Amayeni y'Ubuyapani (2,635,000,000 JPY) agenewe umushinga wo kunononsora imiyoboro ihuza sitasiyo nto z'amashanyarazi no kuyakwirakwiza mu baturage (Igice cya 3);

Tumaze kubona Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 19 Nzeri 2018, hagati ya Guverinoma y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari ebyiri na miliyoni magana atandatu na mirongo itatu n'eshanu z'Amayeni y'Ubuyapani (2,635,000,000 JPY) agenewe umushinga wo kunononsora imiyoboro ihuza sitasiyo nto z'amashanyarazi no kuyakwirakwiza mu baturage (Igice cya 3);

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'impano yashyiriweho umukono

September 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of two billion six hundred and thirty-five million Japanese Yen (JPY 2,635,000,000) for the project for the improvement of substation and distribution network (phase 3);

Considering the Grant Agreement signed in Kigali, Rwanda on 19 September 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of two billion six hundred and thirty-five million Japanese Yen (JPY 2,635,000,000) for the project for the improvement of substation and distribution network (phase 3);

On proposal by the Minister of Finance and Economic Planning;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Grant Agreement signed in Kigali,

2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de deux milliards six cent trente cinq millions de Yen Japonais (2.635.000.000 JPY) pour le projet d'amélioration du réseau de sous-station et de distribution (phase 3);

Considérant l'Accord de don signé à Kigali, au Rwanda le 19 septembre 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de deux milliards six cent trente- cinq millions de Yen Japonais (2.635.000.000 JPY) pour le projet d'amélioration du réseau de sous-station et de distribution (phase 3) ;

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

AVONS ARRÊTÉ ET ARRÊTONS :

Article premier: Ratification

L'Accord de don signé à Kigali, au Rwanda le

i Kigali mu Rwanda ku wa 19 Nzeri 2018, hagati ya Guverinoma y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari ebyiri na miliyoni magana atandatu na mirongo itatu n'eshanu z'Amayeni y'Ubuyapani (2,635,000,000 JPY) agenewe umushinga wo kunononsora imiyoboro ihuza sitasiyo nto z'amashanyarazi no kuyakwirakwiza mu baturage (Igice cya 3), 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'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Imari n'Igenamigambi na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

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

Rwanda on 19 September 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of two billion six hundred and thirty-five million Japanese Yen (JPY 2,635,000,000) for the project for the improvement of substation and distribution network (phase 3), 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 Foreign Affairs and International Cooperation, the Minister of Finance and Economic Planning 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.

19 septembre 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de deux milliards six cent trente-cinq millions de Yen Japonais (2.635.000.000 JPY) pour le projet d'amélioration du réseau de sous-station et de distribution (phase 3), 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 Affaires Étrangères et de la Coopération Internationale, le Ministre des Finances et de la Planification Économique 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, ku wa 04/12/2018

(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 04/12/2018

(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 04/12/2018

(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°151/01 RYO KU WA 04/12/2018
RYEMEZA BURUNDU AMASEZERANO
Y'IMPANO YASHYIRIWEHO UMUKONO
I KIGALI MU RWANDA KU WA 19 NZERI
2018, HAGATI YA GUVERINOMA Y'U
RWANDA N'IKIGO CY'UBUYAPANI
GISHINZWE UBUTWERERANE
MPUZAMAHANGA (JICA),
YEREKERANYE N'IMPANO INGANA NA
MILIYARI EBYIRI NA MILIYONI
MAGANA ATANDATU NA MIRONGO
ITATU N'ESHANU Z'AMAYENI
Y'UBUYAPANI (2,635,000,000 JPY)
AGENEWE UMUSHINGA WO
KUNONONSORA IMIYOBORO IHUZA
SITASIYO NTO Z'AMASHANYARAZI NO
KUYAKWIRAKWIZA MU BATURAGE
(IGICE CYA 3)**

**ANNEX TO PRESIDENTIAL ORDER
N° 151/01 OF 04/12/2018 RATIFYING
THE GRANT AGREEMENT SIGNED
IN KIGALI, RWANDA ON 19
SEPTEMBER 2018, BETWEEN THE
GOVERNMENT OF THE REPUBLIC
OF RWANDA AND THE JAPAN
INTERNATIONAL COOPERATION
AGENCY (JICA), RELATING TO
THE GRANT OF TWO BILLION SIX
HUNDRED AND THIRTY-FIVE
MILLION JAPANESE YEN (JPY
2,635,000,000) FOR THE PROJECT
FOR THE IMPROVEMENT OF
SUBSTATION AND DISTRIBUTION
NETWORK (PHASE 3)**

**ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
N° 151/01 DU 04/12/2018 RATIFIANT
L'ACCORD DE DON SIGNÉ À KIGALI,
AU RWANDA LE 19 SEPTEMBRE 2018,
ENTRE LE GOUVERNEMENT DE LA
RÉPUBLIQUE DU RWANDA ET
L'AGENCE JAPONAISE DE
COOPÉRATION INTERNATIONALE
(JICA), RELATIF AU DON DE DEUX
MILLIARDS SIX CENT TRENTE CINQ
MILLIONS DE YEN JAPONAIS
(2.635.000.000 JPY) POUR LE PROJET
D'AMÉLIORATION DU RÉSEAU DE
SOUS-STATION ET DE DISTRIBUTION
(PHASE 3)**

Grant Agreement No. 1760780

GRANT AGREEMENT

For

THE PROJECT FOR
THE IMPROVEMENT OF SUBSTATIONS AND DISTRIBUTION
NETWORK (PHASE 3)

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Dated September 19, 2018



Subject to the Exchange of Notes between the Government of Japan and the Government of the Republic of Rwanda dated September 19, 2018 concerning Japanese economic cooperation to be extended with a view to promoting the economic and social development of the Republic of Rwanda (hereinafter referred to as “the E/N”) and the relevant laws and regulations and budgetary appropriations of Japan, the Japan International Cooperation Agency (hereinafter referred to as “JICA”) and the Ministry of Finance and Economic Planning of the Republic of Rwanda on behalf of the Government of the Republic of Rwanda (hereinafter referred to as “the Recipient”) have agreed to conclude the following grant agreement (hereinafter referred to as “the G/A”).

Article 1 Amount and Purpose of the Grant

JICA shall extend a grant up to two billion six hundred and thirty-five million Japanese Yen (JPY2,635,000,000) which includes the amount up to thirty-nine million Japanese Yen (JPY39,000,000) for the use of contingencies (hereinafter referred to as “the Grant”) to the Recipient for the purpose of contributing to the implementation of the Project for the Improvement of Substations and Distribution Network (Phase 3) mentioned in sub-paragraph (1) of paragraph 1 of the E/N (hereinafter referred to as “the Project”) whose details are described in Schedule 1 attached hereto.

Article 2 Availability of the Grant

The Grant shall be available in the form of a disbursement by JICA during the period between the date of entry into force of the G/A and August 31, 2022.

Article 3 Use of the Grant

The Recipient shall use the Grant properly and exclusively to cover payments to suppliers, contractors and/or consultants (hereinafter collectively referred to as “the Supplier(s)”).

Article 4 Administration of Grant

- (1) The Recipient shall designate Energy Development Corporation Limited as the executing agency (hereinafter referred to as “the Executing Agency”) to implement the Project on behalf of the Recipient. The Recipient shall cause the Executing Agency to perform any of the obligations owed by the Recipient, and shall assume responsibility for all actions of the Executing Agency concerning the Project.
- (2) The Recipient shall retain a consultant for the implementation of the Project. The

consultant shall be recommended to the Recipient by JICA. Such recommendation of the consultant by JICA does not mean that JICA shall assume the responsibilities which the consultant shall bear to the Recipient.

- (3) Should the funds available from the Grant be insufficient for the implementation of the Project, the Recipient shall make arrangements promptly to provide such funds as shall be needed.

Article 5 General Terms and Conditions

- (1) JICA and the Recipient shall abide by the provisions of JICA's General Terms and Conditions for Japanese Grant, dated January 2016 (hereinafter referred to as "the GTC").
- (2) The details for procurement stipulated in Section 2.01 of the GTC are described in Schedule 2 attached hereto.
- (3) The disbursement procedure stipulated in Section 3.01 of the GTC is described in Schedule 3 attached hereto.
- (4) The addresses stipulated in Section 7.03 of the GTC are as follows:

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY

Rwanda Office

P.O. Box 6878, Kacyiru, Kigali, Rwanda

Attention: Chief Representative

with a copy to:

JAPAN INTERNATIONAL COOPERATION AGENCY

Financial Cooperation Implementation Department

5-25, Niban-cho, Chiyoda-ku, Tokyo 102-8012, JAPAN

Attention: Director General

For the Recipient

Postal address:

Ministry of Finance and Economic Planning

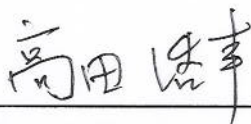
P.O. Box 158, Kigali, Rwanda

Attention: Minister of Finance and Economic Planning

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

For

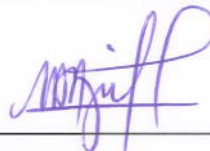
JAPAN INTERNATIONAL
COOPERATION AGENCY



Hiroyuki Takada
Chief Representative
JICA Rwanda Office

For

THE GOVERNMENT OF THE
REPUBLIC OF RWANDA



Uzziel Ndagijimana
Minister of Finance and Economic
Planning



Schedule 1

Details of the Project

(1) Objective:

The objective of the Project is to improve the stability and efficiency of the power supply in Kigali City through the construction of a substation and power distribution lines, thereby contributing to social infrastructure development in the Republic of Rwanda.

(2) Location:

Kigali, the Republic of Rwanda

(3) Scope of the Work:

- (a) Construction of a new Gasogi substation
- (b) Procurement and installation of equipment and materials for the new Gasogi substation, 110kV transmission line, 15kV distribution lines and auxiliaries
- (c) Consulting services

[To be left blank]

Schedule 2

Details for Procurement

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

In order to ensure the proper and exclusive use of the Grant, the products and/or services necessary for the implementation of the Project shall be procured in accordance with JICA's Procurement Guidelines for the Japanese Grants (Type I), dated January 2016 (hereinafter referred to as "the **Procurement Guidelines**").

Section 2. Eligible Nationality

- (1) The eligible nationality of the Supplier(s) shall be Japanese nationals in the case of the Supplier(s) that will execute a contract directly with the Recipient for the implementation of the Project.
- (2) With regard to sub-section (1) above, the term "Japanese nationals" means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons as described in paragraph 4 of the E/N.
- (3) Such contracts as stipulated in sub-section (1) above shall be denominated in Japanese Yen.

Section 3. Eligible Source Countries

- (1) The eligible source countries shall be Japan and the country of the Recipient for the purchase of products and/or services for the implementation of the Project.
- (2) Notwithstanding sub-section (1) above, when JICA and the Recipient deem it necessary, the Grant may be used for the purchase of products and/or services of countries other than Japan or the country of the Recipient for the implementation of the Project.

Section 4. JICA's Review

With regard to the Recipient's procurement procedures and decisions, the Recipient shall submit to JICA, for JICA's review and concurrence, the following documents at the following occasions. The Recipient shall also submit to JICA, for JICA's reference, any related documents and information as JICA may reasonably request. When JICA has no objection to such documents, JICA shall inform the Recipient its concurrence accordingly. JICA's right to perform such review and concurrence shall not be deemed to be an obligation of JICA. The Recipient shall not be exempted from any of its

obligations under the G/A due to JICA's election to perform any such review.

(1) Execution of the contract for consultants

The original contract for the consultant shall be submitted promptly after its signing in order for the contract to be verified as eligible for the Grant.

(2) Procurement procedures other than competitive bidding

Descriptions of proposed procurement procedures other than competitive bidding shall be submitted before commencing such procedures when particular circumstances render competitive bidding inappropriate.

(3) Public announcement for pre-qualification

The contents of the public announcement for pre-qualification shall be submitted before the public announcement is made. Any important amendments to the documents by which such public announcement is to be made shall also be submitted before the documents are sent to prospective bidders.

(4) Selection of pre-qualification

(i) The list of pre-qualified firms that applied to be selected as the Supplier(s), (ii) the report on the selection process, including the decisions made by the Recipient during the selection, and (iii) other relevant documents shall be submitted promptly after the selection before notification of the result of the pre-qualification to the applicants.

(5) Bidding procedures

Bidding documents, such as notices and instructions to bidders, the bid form, bid evaluation criteria, and the proposed draft contract, shall be submitted before inviting the submission of bids. Any important amendments to the said documents shall also be submitted before the documents are sent to prospective bidders.

(6) Analysis of technical proposals

Analysis of technical proposals shall be submitted promptly after the analysis and before inviting the opening of bid prices.

(7) Analysis of bid prices

Analysis of bid prices shall be submitted promptly after the analysis and before notification of an award to the successful bidder.

(8) Execution of the contracts for the Supplier(s)

The original contract for the Supplier(s) shall be submitted promptly after its signing in order for the contract to be verified as eligible for the Grant.

(9) Allocation of the remaining balance or contingencies of the Grant

A request for review and concurrence on the allocation of the remaining balance or contingencies of the Grant with the reason therefor shall be submitted to JICA before any action is taken in relation to the use of the remaining balance or contingencies of the Grant.

(10) Amendment or termination of contract

- (a) The extension of the contract period and the reason which justifies the proposal shall be submitted before the contract is amended; in the situation where the extended period is more than three (3) months or the period between the end of the extended contract period and the deadline of availability of the Grant become less than six (6) months.
- (b) Any major amendment or termination of the contract shall be notified to JICA immediately and the original of the contract and other necessary documentation thereon shall also be submitted after signing in order for the amendment of the contract to be verified as eligible for the Grant.

(11) Modification from the original design

A description of any major modification from the original design of the Project shall be submitted before the implementation of any work related to the modified design.

For the avoidance of doubt, any change which does not constitute a major modification of the design or a major amendment of the contract, as specified by JICA, shall not require such concurrence of JICA.

[To be left blank]

Schedule 3

Disbursement Procedure

Section 1. Banking Arrangement and Authorization to Pay

The Recipient shall conclude the banking arrangement (hereinafter referred to as “the Banking Arrangement”) with a bank in Japan (hereinafter referred to as “the Agent Bank”) and open an account (hereinafter referred to as “the Grant Account”) at the Agent Bank immediately after the signing of the G/A. The Banking Arrangement stipulates the roles of the Agent Bank and the Recipient with regard to the receipt of the Grant from JICA and payment to the Supplier(s) under the Grant by using an authorization to pay (hereinafter referred to as “the Authorization to Pay”). In order to execute the procedures in the Banking Arrangement, the Recipient shall issue the Authorization to Pay to the Agent Bank in connection with each contract verified by JICA.

Section 2. Procedure

The payment shall be made upon request from the Supplier(s). The request for payment and other required documents shall be submitted from the Supplier(s) to the Agent Bank authorized by the Recipient in the Authorization to Pay, and accordingly those documents shall be submitted to JICA. JICA shall disburse the requested amount of the Grant into the Grant Account in Japanese Yen after confirmation of the submitted request for payment and other required documents. The Agent Bank shall make the payment to the Supplier(s) from the Grant Account on behalf of the Recipient after the receipt of the Grant.

[To be left blank]

Schedule 4

Obligations of the Recipient

In accordance with the obligations of the Recipient stipulated in the E/N, the Recipient shall undertake the obligations listed in the tables below. JICA and the Recipient may agree from time to time separately in writing on the items, deadlines and other matters described in the tables below within the scope of the obligations stipulated in the E/N.

(1) Specific obligations of the Recipient which will not be funded with the Grant

1) Before the Bidding

No	Items	Deadline	In charge	Estimated Cost (million USD)	Ref.
1	To open bank account (B/A)	within 1 month after signing of G/A	Ministry of Finance and Economic Planning (MINECOFIN)		
2	To issue A/P to a bank in Japan (the Agent Bank) for the payment to the consultant	within 1 month after the signing of the contract	MINECOFIN		
3	To prepare Resettlement Action Plan (RAP), and Environmental Impact Assessment (EIA)	before notice of tender	Energy Development Corporation Limited (EDCL)	0.183	
4	To secure the following lands (1) For New Gasogi Substation (2) For 110kV Transmission Line (0.2km) (3) For 15kV Distribution Line –Route 1 (11.5km) (4) For 15kV Distribution Line – Route 2 (8.5km) (5) For 15kV Distribution Line – Route 3 (100m) (6) For access road for constructing transmission and distribution lines	before notice of tender	Rwanda Energy Group (REG)		
5	To implement social monitoring and submit the monitoring results every three (3) months as a part of the Project Monitoring Report using the monitoring form prepared during the preparatory survey and summarized in its Final Report	Until the completion of land acquisition and resettlement	EDCL		
6	To obtain permission from related authorities such as road, water, airport, etc., for construction of 110kV transmission and 15kV distribution lines	before notice of tender	EDCL		

No	Items	Deadline	In charge	Estimated Cost (million USD)	Ref.
7	To update Environmental Management Plan (EMP) and Environmental Monitoring Plan (EMoP) which were prepared in the preparatory survey	before preparation of bidding document	EDCL		
8	To submit Project Monitoring Report (with the result of Detail Design)	before preparation of bidding document	EDCL		

2) During the Project Implementation

No	Items	Deadline	In charge	Estimated Cost (million USD)	Ref.
1	To issue A/P to a bank in Japan (the Agent Bank) for the payment to Supplier(s)	within 1 month after the signing of the contract	MINECOFIN		
2	To bear the following commissions to a bank of Japan for the banking services based upon the B/A				
	1) Advising commission of A/P	within 1 month after the signing of the contract(s)	MINECOFIN		
	2) Payment commission for A/P	every payment	MINECOFIN		
3	To ensure prompt unloading and customs clearance of the products at the port of disembarkation in recipient country and assist internal transportation of the products				
	1) Tax exemption and customs clearance of the products at the port of disembarkation	during the Project	EDCL		
4	To accord the Japanese physical persons and/or physical persons of third countries whose services may be required in connection with the supply of the Products and/or the Services such facilities as may be necessary for their entry into the country of the Recipient and stay therein for the performance of their work	during the Project	EDCL		
5	To ensure that customs duties, internal taxes and other fiscal levies which may be imposed in the country of the Recipient with respect to the purchase of the Products and/or the Services be borne by its designated authority without using the Grant	during the Project	MININFRA		
6	To bear all the expenses, other than those covered by the Grant, necessary for the implementation of the Project	during the Project	EDCL		
7	To construct for the project sites the following facilities (1) Gate and fences for New Gasogi substation and 110kV connection area (2) The road outside the site, if necessary (3) Guard house, if necessary	before completion of the Installation work	EDCL EUCL		

No	Items	Deadline	In charge	Estimated Cost (million USD)	Ref.
8	To prepare following incidental work for the New substation (1) Electricity: the distribution power line to the site (2) Water: the city water distribution main to the site (3) Drainage: outside of the substation fence Furniture: office furniture	before completion of the Installation work	EDCL EUCL		
9	To prepare measures necessary to obtain the following permits: - Permits for installation work - Permits to access to restricted areas	before the Installation work	EDCL		
10	To Secure temporary storage yard for materials and equipment	before shipment	EDCL EUCL	0.04	
11	To Secure access roads if necessary for the construction work, wayleaves and usage permissions for construction of 110kV transmission and 15kV distribution lines	before the Installation work	EDCL		
12	To transfer existing underground cables and pipes, and obtain acquisition of related permits (electricity, telephone, water, sewerage, etc.)	before the Installation work	EDCL EUCL		
13	To obtain acquisition of permits for transportation if necessary	before transportation	EDCL		
14	To prepare the places to dispose of surplus soil and waste water in accordance with EMP that will be updated during a detailed survey with the cooperation of a consultant (the Contractor is responsible for transportation)	before the Installation work	EDCL		
15	To dismantle the existing towers for 15 kV distribution nearby New Gasogi substation and existing 110kV T/L towers	before the Installation work	EUCL	0.01	
16	To modify SCADA system and Optical Network Management System in NECC (in Gikondo substation) to accommodate the New Gasogi substation	before the Installation work	EUCL	0.55	
17	To provide support in case security issues arise	during the Project	EDCL		
18	To do temporary dead-line work during the work (Response to and compensation for users of electricity in relation to outages inevitable for the work)	during the Project	EUCL		
19	Announcement of outage plans to users of electricity during the work	during the Project	EUCL		
20	To clear the 110kV connection area	before the Installation work	EUCL		
21	To monitor environmental and social impacts caused by the Project with an adaptive management approach	during the Project	EDCL		
22	To implement EMP and EMoP	during the Project	EDCL		
23	To submit results of environmental monitoring to JICA	during the Project	EDCL		

No	Items	Deadline	In charge	Estimated Cost (million USD)	Ref.
	every three (3) months as a part of the Project Monitoring Report using the monitoring form prepared during the preparatory survey and summarized in its Final Report				
24	To implement RAP, social monitoring, and to submit the monitoring results to JICA every three (3) months as a part of the Project Monitoring Report	until the end of the livelihood restoration program	EDCL		
25	To submit Project Monitoring Report after each work under the contract(s) such as shipping, hand over, installation and operational training	within 1 month after completion of each work	EDCL		
26	To submit Project Monitoring Report (final)	within 1 month after signing of Certificate of Completion for the works under the contract(s)	EDCL		

3) After the Project

No	Items	Deadline	In charge	Estimated Cost (million USD)	Ref.
1	To implement EMP and EMoP	for a period based on EMP and EMoP	EUCL, EDCL		
2	To monitor environmental and social impacts during the operation with an adaptive management approach	after the completion of the Project	EUCL, EDCL		
3	To submit results of environmental monitoring to JICA every three (3) months as a part of the Project Monitoring Report using the monitoring form prepared during the preparatory survey and summarized in its Final Report	during the Project	EDCL		
4	To implement RAP, social monitoring, and to submit the monitoring results to JICA every three (3) months as a part of the Project Monitoring Report	until the end of the livelihood restoration program	EDCL		
5	To maintain and use properly and effectively the facilities constructed and the equipment provided under the Grant Aid 1) Allocation of maintenance cost 2) Setting up operation and maintenance structure 3) Routine check/Periodic inspection	after the completion of the Project	EDCL		

(B/A: Banking Arrangement, A/P: Authorization to pay, N/A: Not Applicable)

(2) Other obligations of the Recipient funded with the Grant

Bibonywe kugira ngo bishyirwe ku mugereka w' Iteka rya Perezida n° 151/01 ryo ku wa 04/12/2018 ryemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 19 Nzeri 2018, hagati ya Guverinoma y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari ebyiri na miliyoni magana atandatu na mirongo itatu n'eshanu z'Amayeni y'Ubuyapani (2,635,000,000 JPY) agenewe umushinga wo kunononsora imiyoboro ihuza sitasiyo nto z'amashanyarazi no kuyakwirakwiza mu baturage (Igice cya 3)

Seen to be annexed to Presidential Order n° 151/01 of 04/12/2018 ratifying the Grant Agreement signed in Kigali, Rwanda on 19 September 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of two billion six hundred and thirty-five million Japanese Yen (JPY 2,635,000,000) for the project for the improvement of substation and distribution network (phase 3)

Vu pour être annexé à l'Arrêté Présidentiel n° 151/01 du 04/12/2018 ratifiant l'Accord de don signé à Kigali, au Rwanda le 19 septembre 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de deux milliards six cent trente-cinq millions de Yen Japonais (2.635.000.000 JPY) pour le projet d'amélioration du réseau de sous-station et de distribution (phase 3)

Kigali, ku wa 04/12/2018

(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 04/12/2018

(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 04/12/2018

(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