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mu Rwanda ku wa 06 Werurwe 2019, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu
Itsura Amajyambere mu by'Ubukungu muri Afurika (BADEA), yerekeranye n'inguzanyo
ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe
umushinga wo gukwirakwiza amashanyarazi mu cyaro cy'Uturere twa Nyamagabe na
Nyaruguru
N° 011/2019 of 17/06/2019
Law approving the ratification of the Loan Agreement signed in Kigali, Rwanda on 06 March
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Itsura Amajyambere mu by'Ubukungu muri Afurika, yerekeranye n'inguzanyo ingana na
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UMUKONO I KIGALI MU RWANDA KU WA	THE REPUBLIC OF RWANDA AND THE	REPUBLIQUE DU RWANDA ET LA
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ITEGEKO N° 011/2019 RYO KU WA LAW N° 011/2019 17/06/2019 RYEMERA KWEMEZA **BURUNDU** AMASEZERANO **Y'INGUZANYO YASHYIRIWEHO** UMUKONO I KIGALI MU RWANDA KU WA **WERURWE** 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ABARABU ITSURA AMAJYAMBERE MU BY'UBUKUNGU MURI AFURIKA (BADEA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MAKUMYABIRI Z'AMADOLARI **Y'ABANYAMERIKA** (20.000.000 USD) AGENEWE UMUSHINGA WO GUKWIRAKWIZA AMASHANYARAZI MU **CYARO CY'UTURERE TWA** NYAMAGABE NA NYARUGURU

OF 17/06/2019 LOI APPROVING THE RATIFICATION OF THE APPROUVANT LA RATIFICATION DE LOAN AGREEMENT SIGNED IN KIGALI. RWANDA ON 06 MARCH 2019, BETWEEN ARAB **BANK FOR ECONOMIC** | **BANQUE** DEVELOPMENT IN AFRICA (BADEA), RELATING TO THE LOAN OF TWENTY MILLION AMERICAN DOLLARS (USD VINGT 20,000,000) THE RURAL **FOR PROJECT ELECTRIFICATION** NYAMAGABE AND DISTRICTS

N° 011/2019  $\mathbf{DU}$ 17/06/2019 L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA LE 06 MARS 2019, ENTRE LA THE REPUBLIC OF RWANDA AND THE REPUBLIQUE DU RWANDA ET LA **ARABE POUR** LE DEVELOPPEMENT ECONOMIQUE AFRIQUE (BADEA), RELATIF AU PRET DE **MILLIONS DOLLARS** DE AMERICAINS (20.000.000 USD) POUR LE PROJET D'ÉLECTRIFICATION RURALE NYARUGURU | DES DISTRICTS DE NYAMAGABE ET DE **NYARUGURU** 

### Twebwe, KAGAME Paul.

Perezida wa Repubulika;

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

#### **INTEKO ISHINGA AMATEGEKO:**

Umutwe w'Abadepite, mu nama yawo yo kuwa 30 Mata 2019;

### 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 30 April 2019:

#### 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 30 avril 2019:

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 06 Werurwe 2019, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika (BADEA), yerekeranye n'inguzanyo ingana na miliyoni z'Amadolari y'Abanyamerika makumyabiri (20.000.000 USD) agenewe umushinga wo gukwirakwiza amashanyarazi mu cyaro cy'Uturere twa Nyamagabe na Nyaruguru;

#### YEMEJE:

### Ingingo va mbere : Kwemera Kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 06 Werurwe 2019, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika (BADEA), yerekeranye n'inguzanyo ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe umushinga wo gukwirakwiza amashanyarazi mu cyaro cy'Uturere twa Nyamagabe na Nyaruguru, ari ku mugereka, yemerewe kwemezwa burundu.

Rwanda of 2003 revised in 2015, especially in its articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176:

Considering the Loan Agreement signed in Kigali, Rwanda on 06 March 2019, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa (BADEA), relating to the loan of twenty million American dollars (USD 20,000,000) for the rural electrification project in Nyamagabe and Nyaruguru Districts;

#### **ADOPTS:**

#### **Article one: Approval for ratification**

The Loan Agreement signed in Kigali, Rwanda on 06 March 2019, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa (BADEA), relating to the loan of twenty million American dollars (USD 20.000.000) for the rural electrification project in Nyamagabe and Nyaruguru Districts, in annex, is approved for ratification.

Pursuant to the Constitution of the Republic of 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;

> Considérant l'Accord de prêt signé à Kigali, au Rwanda le 06 mars 2019, entre la République du Rwanda et la Banque Arabe pour le Développement Economique en Afrique (BADEA), relatif au prêt de vingt millions de dollars Américains (20.000.000 USD) pour le projet d'électrification rurale des Districts de Nyamagabe et de Nyaruguru;

### **ADOPTE:**

#### **Article premier: Approbation pour ratification**

L'Accord de prêt signé à Kigali, au Rwanda le 06 mars 2019, entre la République du Rwanda et la Banque Arabe pour le Développement Economique en Afrique (BADEA), relatif au prêt de vingt millions de dollars Américains (20.000.000 USD) pour le projet d'électrification rurale des Districts de Nyamagabe et de Nyaruguru, en annexe, est approuvé pour ratification.

<u>Ingingo ya 2</u> : Itegurwa, isuzumwa n'itorwa by'iri tegeko	Article 2: Drafting, consideration and adoption of this Law	Article 2 : Initiation, examen et adoption de la présente loi
Iri tegeko ryateguwe mu rurimi rw'Icyongereza risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Ikinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
<u>Ingingo ya 3</u> : Igihe iri tegeko ritangira gukurikizwa	Article 3: Commencement	<u>Article 3</u> : Entrée en vigueur
Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
Kigali, ku wa <b>17/06/2019</b>	Kigali, on 17/06/2019	Kigali, le <b>17/06/2019</b>
(sé) <b>KAGAME Paul</b> Perezida wa Repubulika	(sé)  KAGAME Paul  President of the Republic	(sé) <b>KAGAME Paul</b> Président de la République
(sé) <b>Dr. NGIRENTE Edouard</b> Minisitiri w'Intebe	(sé) <b>Dr. NGIRENTE Edouard</b> Prime Minister	(sé) <b>Dr. NGIRENTE Edouard</b> 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'ITEGEKO N° 011/2019 RYO KU WA 17/06/2019 RYEMEZA **BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO** UMUKONO I KIGALI MU RWANDA KU WA 06 WERURWE 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ABARABU ITSURA AMAJYAMBERE MU BY'UBUKUNGU MURI AFURIKA, **N'INGUZANYO** YEREKERANYE INGANA NA MILIYONI MAKUMYABIRI Z'AMADOLARI **Y'ABANYAMERIKA** (20.000.000 USD) AGENEWE UMUSHINGA WO **GUKWIRAKWIZA** AMASHANYARAZI MU CYARO MU TWA**NYAMAGABE** TURERE NA **NYARUGURU** 

17/06/2019 AGREEMENT SIGNED IN KIGALI. RWANDA ON 06 MARCH 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE ARAB BANK FOR **DEVELOPMENT ECONOMIC** AFRICA, RELATING TO THE LOAN OF TWENTY MILLION AMERICAN DOLLARS (USD 20.000.000) FOR THE RURAL ELECTRIFICATION PROJECT IN NYAMAGABE AND NYARUGURU DISTRICTS

ANNEX TO THE LAW N° 011/2019 OF ANNEXE À LA LOI N° 011/2019 DU RATIFYING THE LOAN 17/06/2019 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI AU RWANDA LE 06 MARS 2019, ENTRE LA RÉPUBLIOUE DU RWANDA ET LA **BANOUE ARABE POUR** LE DÉVELOPPEMENT ÉCONOMIQUE EN AFRIQUE, RELATIF AU PRÊT DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET D'ÉLECTRIFICATION RURALE DANS LES DISTRICTS DE NYAMAGABE ET NYARUGURU

# LOAN AGREEMENT

# RURAL ELECTRIFICATION PROJECT IN NYAMAGABE AND NYARUGURU DISTRICTS

## **BETWEEN**

# THE REPUBLIC OF RWANDA

## **AND**

# THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA

DATED ... MARCH 2019





### **LOAN AGREEMENT**

Agreement dated 2.6. March 2019 between the Republic of Rwanda (hereinafter called "The Borrower") and the Arab Bank for Economic Development in Africa (hereinafter called "BADEA").

#### WHEREAS:

- (A) The Borrower has requested BADEA to assist in financing the Project described in Annex "II" to this Agreement;
- (B) The Borrower has agreed to contribute an amount equivalent to about two million two hundred and twenty thousand dollars (\$2, 220,000) for this purpose;
- (C) The purpose of BADEA is to boost the economic development of African Countries within the framework of solidarity and mutual interest and thus to strengthen the ties between African States and the Arab Nation;
- (D) BADEA is convinced of the importance and usefulness of the said Project in developing the economy of the Borrower; and
- (E) BADEA has agreed, in view of the foregoing, to grant the Borrower a Loan on the terms and conditions set forth in this Agreement.

NOW, therefore, the parties hereto agree as follows:



# ARTICLE I GENERAL CONDITIONS - DEFINITIONS

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

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

- (A) "EDCL" means the Energy Development Corporation Ltd., which will supervise the Project's implementation.
- (B) "EARP": means the Electricity Access Roll out Programme, within EDCL. The EARP team is responsible for the implementation of all rural electrification projects funded by Development Partners. The Project implementation team (The team) will be integrated in the existing structure of EARP and reports to EARP Coordinator.
- (C) "The team" means the Project implementation team within EARP which will be established pursuant to the provisions of section 3.03 of this Agreement.



# ARTICLE II THE LOAN

Section 2.01 BADEA agrees to lend to the Borrower the sum of twenty million dollars (\$ 20,000,000) on terms and conditions set forth or referred to in this Agreement.

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

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

Section 2.04 The closing date shall be April 30, 2024 or any other later date approved by BADEA and promptly notified to the Borrower.

Section 2.05 The Borrower shall pay interest at the rate of one point seventy-five per cent (1.75%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

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

Section 2.07 The Borrower shall repay the principal of the Loan in (42) semi annual instalments, as specified in Annex "I" to this Agreement, after a grace period of six years to be calculated from the first day of the month following the first withdrawal from the Loan Account.



# ARTICLE III EXECUTION OF THE PROJECT

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

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

Section 3.03 The Borrower shall cause EDCL to establish the team. The Project Implementation Team shall consist of a Project Coordinator, be assisted by an Electrical Engineer with appropriate experience in the aspect of Electricity transmission and distribution project and Procurement officer. The Team shall also operate within the framework of EARP Unit within EDCL which will provide other required support from available staff within EARP (i.e. finance management, social safeguard, environment safeguard, planning, administration and legal matters).

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

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

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

(b) The Borrower shall make adequate annual budgetary allocations to meet its share of the Project's cost as stated in Preamble (B) to this Agreement.

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

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

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

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



# ARTICLE IV PARTICULAR COVENANTS

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

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

<u>Section 4.03</u> The Borrower shall provide BADEA with evidence to the effect that the compensation process for obtaining the project lands is properly completed.



# ARTICLE V SUSPENSION AND ACCELERATION OF MATURITY

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

- (a) A material change shall have been made in the nature of EDCL or its management or the law establishing it, which is likely to have a substantial adverse effect on its ability to carry out the Project or operate the facilities included therein;
- (b) The Borrower, or another authority having jurisdiction, shall have taken any action for the winding-up of EDCL or for the suspension of its operations;
- (c) (i) Subject to sub-paragraph (ii) of this paragraph:
  - (A) the right of the Borrower or EDCL to withdraw the proceeds of any loan or grant made to the Borrower or EDCL for financing the Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing thereof, or
  - (B) any such loan shall have become due and payable prior to the agreed maturity thereof;
  - (ii) Sub-paragraphs (c) (i) (A) & (B) of this Section (5.01) shall not apply if the Borrower establishes to the satisfaction of BADEA that (a) such suspension, cancellation, termination or prematuring is not caused by the failure of the Borrower or EDCL to perform any of its obligations under such agreement, and (B) adequate funds for the Project are available to the Borrower or EDCL from other sources on terms and conditions consistent with the obligations of the Borrower under this Agreement.



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

- (a) the events specified in paragraphs (a) and (b) of Section (5.01) of this Agreement shall occur and shall continue for a period of 60 days after notice hereof shall have been given by BADEA to the Borrower;
- (b) subject to sub-paragraph (ii) of paragraph (c) of Section (5.01) of this Agreement, the event specified in Paragraph (c-i-B) of the said section shall occur.



# <u>ARTICLE VI</u> EFFECTIVE DATE - TERMINATION

<u>Section 6.01</u> The following condition is specified as additional condition to the effectiveness of the Loan Agreement within the meaning of Section (12.01) (b) of the General Conditions:

- Evidence shall have been provided to BADEA that the on-lending agreement of the Loan proceeds between the Borrower and EDCL has been concluded.

Section 6.02 No withdrawal from the Loan Account shall be effected until evidence have been provided to BADEA that the team has been established in accordance with Section (3.03) of this Loan Agreement.

Section 6.03 This Loan Agreement shall come into force and effect on the date upon which BADEA dispatches by fax or e-mail to the Borrower notice of its acceptance of the evidence required by section (12.01) of the General Conditions.

Section 6.04 The date August 31, 2019 is hereby specified for the purposes of Section (12.04) of the General Conditions.



# **ARTICLE VII REPRESENTATIVES OF THE BORROWER - ADDRESSES**

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

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

### For the Borrower:

The Ministry of Finance and Economic Planning

P.O. Box 158, Kigali

Republic of Rwanda

Tel.: + 250 252 575756

Fax: +250 252 577581

E-mail: mfin@minecofin.gov.rw

#### For BADEA:

The Arab Bank for Economic Development in Africa (BADEA)

P.O. BOX 2640

Post Code (11111), Khartoum

Republic of Sudan

Tel.:

(249-183) 773647 / 773646

Fax:

(249-183) 770600 / 770498

E-mail: badea@badea.org



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

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

THE REPUBLIC OF RWANDA

BY

Dr. Uzziel NDAGIJIMANA Minister of Finance and Economic Planning

THE ARAB BANK FOR CONOMIC DEVELOPMENT IN AFRICA

By

Eng. Yousef Ibrahim Al-Bassam

Chairman

**BADEA's Board of Directors** 

## ANNEX "I"

# AMORTIZATION SCHEDULE RURAL ELECTRIFICATION PROJECT IN

# NYAMAGABE AND NYARUGURU DISTRICTS

# - The Republic of Rwanda-

<u>Installments</u>	Payment of Principal
	(Expressed In U.S. \$)
1.	396,000.000
2.	400,000.000
3.	403,000.000
4.	407,000.000
5.	410,000.000
6.	414,000.000
7.	417,000.000
8.	421,000.000
9.	425,000.000
10.	428,000.000
11.	432,000.000
12.	436,000.000
13.	440,000.000
14.	444,000.000
15.	447,000.000
16.	451,000.000
17.	455,000.000
18.	459,000.000
19.	463,000.000
20.	467,000.000
21.	471,000.000
<u>22</u> .	476,000.000
23.	480,000.000
24.	484,000.000
25.	488,000.000
26.	492,000.000 497,000.000
27.	501,000.000
28.	506,000.000
29. 30.	510,000.000
30. 31.	514,000.000
31. 32.	519,000.000
32. 33.	523,000.000
33. 34.	528,000.000
34. 35.	533,000.000
36.	537,000.000
37.	542,000.000
37. 38.	547,000.000
39.	552,000.000
40.	556,000.000
41.	561,000.000
42.	568,000.000
<b>I</b>	000,000.000



# ANNEX "II" PROJECT DESCRIPTION

The project envisages supply and construction of distribution networks (MV and LV lines and distribution transformers) and meters and service cables to connect households, commercial and public centers in Nyaruguru and Nyamagabe Districts. The total number of populations of the two Districts is estimated at 846,000 and the total number of people benefiting from the project is estimated at about 156,000. Therefore, the percentage of access to electricity in the project areas is expected to increase from 33% currently to about 52% at the end of the project.

The project consists of the following components:

- 1. Supply of materials and equipment to construct distribution networks and provide connections to customers. It includes supply for 30 KV medium voltage lines with a total length of 186 km, 242 units of distribution transformers (30 / 0.4 kV) and distribution lines (400 volts) with a total length of 582 km, Cables and meters to connect about 25.6 thousand households and 47 public and commercial centers.
- 2. Construction of the distribution networks and connections to customers
- 3. <u>Consultancy Services</u> to prepare the designs, tender documents, assist the team in tendering process and supervision of project implementation.
- 4. <u>Support to the team</u> includes performance incentives for the team and supply of three 4-WD pickups, to support the team.

\*\*\*\*\*

The physical implementation of the project is expected to start in March 2021 and to be completed after 24 months in March 2023.



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

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

Category	Amount Allocated (in US \$)	% of Expenditure of Total Cost to be Financed
Supply of materials and equipment to construct distribution networks and provide connections to customers	14.000.000	%100
2. Construction of the distribution networks and connections to customers	3.680.000	%100
3. Consultancy Services	900.000	%100
4. Support to the PIU:		
- Performance Incentive - 3 pickup vehicles	180.000 150.000	100% 100%
Basic Cost	18.910.000	%90
Unallocated	1.090.000	-
TOTA L	20.000.000	%90

- 2- Unless otherwise agreed by BADEA, the financed percentage of the above-mentioned categories shall not exceed the percentage shown opposite each of those categories.
- 3- BADEA may, by notice to the Borrower (i) reallocate any amount from category [4] (Unallocated) to any other of the categories [1] and [2] to the extent that such amount is required to meet expenditures under such other category; and (ii) reallocate any amount from any of the categories [1], [2] and [3] to any of the categories [1], [2] and [3] to the extent that such amount is no longer required to meet expenditures under such category but is required to meet expenditures under that other category.



4- The method of payment of the performance incentive stipulated by the sub-component (4/a) will be as the following table: -

	Milestones	Top up amount	Time frame
1	Signing of the contract with the	5%	6 months from date of
	selected consultant		effectiveness
2	Preparation of detailed design and	10%	9 months from start of the
	tender document		consultancy contract
3	Signing of construction contract	5%	5 months from launching
	with selected suppliers		of supply bids
4	20% of construction completed	10%	4 months from start of
			construction
5	40% of construction completed	10%	7 months from start of
			construction
6	60% of construction completed	15%	11 months from start of
			construction
7	80% of construction completed	15%	14 months from start of
			construction
8	Provisional acceptance of the	15%	18 months from start of
	Project		construction
9	Project Completion report	15%	12 months from
			provisional acceptance



# ANNEX "B" PROCUREMENT OF GOODS AND SERVICES

- A) Unless otherwise agreed by BADEA, the goods and services to be financed from the proceeds of the Loan shall be procured as follows:
  - For the consultancy services through short listing of Arab, African or Afro-Arab consulting firms according to BADEA's regulation.
  - For the supply of Materials and equipment to construct the distribution networks and to connect customers through International Competitive Bidding in accordance with BADEA's regulations and in consultation with the government.
  - For the construction of the network and provisions of connections to customers shall be through local contractors in accordance with BADEA's regulations and in consultation with the government
  - For the supply of 4-WD vehicles through local accredited importers.
- B) The Borrower shall submit for BADEA's prior approval all proposed contracts and orders for items to be procured out of the proceeds of the Loan.
- C) The Borrower shall furnish to BADEA copies of the bidding documents and shall make such modifications in the said documents as may be requested by BADEA. In all such cases where bidders shall be prequalified and in the case of the short list, the Borrower shall supply BADEA with a list of those pre-qualified bidders for BADEA's review and approval. After receipt and evaluation of the bids, a detailed report on the evaluation and comparison of the bids received, together with the recommendation for award, shall be presented to BADEA for approval.



Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 011/2019 ryo ku wa 17/06/2019 ryemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 06 Werurwe 2019, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika, yerekeranye n'inguzanyo ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe umushinga wo gukwirakwiza amashanyarazi mu cyaro mu Turere twa Nyamagabe na Nyaruguru	of 17/06/2019 ratifying the Loan Agreement signed at Kigali, Rwanda on 06 March 2019, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa, relating to the loan of twenty million American dollars (USD 20,000,000) for the rural electrification project in Nyamagabe and Nyaruguru	Vu pour être annexé à la Loi n° 011/2019 du 17/06/2019 ratifiant l'Accord de prêt signé à Kigali, au Rwanda le 06 mars 2019, entre la République du Rwanda et la Banque Arabe pour le Développement Économique en Afrique, relatif au prêt de vingt millions de dollars américains (20.000.000 USD) pour le projet d'électrification rurale dans les Districts de Nyamagabe et Nyaruguru
Kigali, ku wa <b>17/06/2019</b>	Kigali, on 17/06/2019	Kigali, le 17/06/2019
(sé) <b>KAGAME Paul</b> Perezida wa Repubulika	(sé) <b>KAGAME Paul</b> President of the Republic	(sé) <b>KAGAME Paul</b> Président de la République
(sé) <b>Dr NGIRENTE Edouard</b> Minisitiri w'Intebe	(sé) <b>Dr NGIRENTE Edouard</b> Prime Minister	(sé) <b>Dr NGIRENTE Edouard</b> Premier Ministre
Bibonywe kandi bishyizweho Ikirango cya Repubulika: (sé)	Seen and sealed with the Seal of the Republic: (sé)	Vu et scellé du Sceau de la République: (sé)
BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	BUSINGYE Johnston Minister of Justice/Attorney General	BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 078/01 RYO | PRESIDENTIAL ORDER Nº 078/01 OF 12/07/2019 RYEMEZA KU WA BURUNDU AMASEZERANO **Y'INGUZANYO YASHYIRIWEHO** UMUKONO I KIGALI MU RWANDA KU WA 06 WERURWE 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ABARABU ITSURA AMAJYAMBERE MU BY'UBUKUNGU MURI AFURIKA, YEREKERANYE **N'INGUZANYO INGANA** NA **MILIYONI MAKUMYABIRI** Z'AMADOLARI Y'ABANYAMERIKA (20.000.000 USD) AGENEWE **UMUSHINGA** WO **GUKWIRAKWIZA AMASHANYARAZI** MU CYARO MU TURERE TWA NYAMAGABE NA NYARUGURU

12/07/2019 RATIFYING THE LOAN AGREEMENT SIGNED AT KIGALI. RWANDA ON 06 MARCH 2019, THE REPUBLIC BETWEEN OF RWANDA AND THE ARAB BANK FOR **ECONOMIC DEVELOPMENT** AFRICA, RELATING TO THE LOAN OF TWENTY MILLION AMERICAN DOLLARS (USD 20,000,000) FOR THE RURAL ELECTRIFICATION PROJECT IN NYAMAGABE AND NYARUGURU **DISTRICTS** 

ARRÊTÉ PRÉSIDENTIEL N° 078/01 DU 12/07/2019 RATIFIANT L'ACCORD DE PRÊT, SIGNÉ À KIGALI, AU RWANDA LE 06 MARS 2019, ENTRE LA RÉPUBLIOUE DU RWANDA ET LA **ARABE BANOUE POUR** LE DÉVELOPPEMENT ÉCONOMIQUE EN AFRIQUE, RELATIF AU PRÊT DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET D'ÉLECTRIFICATION RURALE DANS LES DISTRICTS DE NYAMAGABE ET NYARUGURU

### **ISHAKIRO**

Ingingo ya mbere: Kwemeza burundu

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ITEKA RYA PEREZIDA Nº 078/01 RYO  $\mathbf{W}\mathbf{A}$ 12/07/2019 RYEMEZA KU **BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO** UMUKONO I KIGALI MU RWANDA KU WA 06 WERURWE 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ABARABU ITSURA AMAJYAMBERE MU BY'UBUKUNGU MURI AFURIKA, YEREKERANYE **N'INGUZANYO INGANA** NA **MILIYONI MAKUMYABIRI** Z'AMADOLARI Y'ABANYAMERIKA (20.000.000 USD) **AGENEWE UMUSHINGA** WO **GUKWIRAKWIZA AMASHANYARAZI** MU TURERE TWA MU CYARO NYAMAGABE NA NYARUGURU

PRESIDENTIAL ORDER N° 078/01 OF 12/07/2019 RATIFYING THE LOAN AGREEMENT SIGNED AT KIGALI. RWANDA ON 06 MARCH 2019, THE REPUBLIC BETWEEN OF RWANDA AND THE ARAB BANK FOR **ECONOMIC DEVELOPMENT** AFRICA, RELATING TO THE LOAN OF TWENTY MILLION AMERICAN DOLLARS (USD 20,000,000) FOR THE RURAL ELECTRIFICATION PROJECT IN NYAMAGABE AND NYARUGURU **DISTRICTS** 

ARRÊTÉ PRÉSIDENTIEL Nº 078/01 DU 12/07/2019 RATIFIANT L'ACCORD DE PRÊT, SIGNÉ À KIGALI, AU RWANDA LE 06 MARS 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA **BANOUE ARABE POUR** LE DÉVELOPPEMENT ÉCONOMIQUE EN AFRIQUE, RELATIF AU PRÊT DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET D'ÉLECTRIFICATION RURALE DANS LES DISTRICTS DE NYAMAGABE ET NYARUGURU

#### Twebwe, KAGAME Paul,

Perezida wa Repubulika;

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

Dushingiye ku Itegeko n° 11/2019 ryo ku wa 17/06/2019 ryemera kwemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 06

### 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° 11/2019 of 17/06/2019 approving the ratification of the Loan Agreement signed at Kigali, Rwanda on 06 March 2019, between the Republic of

#### 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° 11/2019 du 17/06/2019 approuvant la ratification de l'Accord de prêt signé à Kigali, au Rwanda le 06 mars 2019, entre la République du Rwanda et la Banque

Werurwe 2019, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika, yerekeranye n'inguzanyo ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe umushinga wo gukwirakwiza amashanyarazi mu cyaro mu Turere twa Nyamagabe na Nyaruguru;	Rwanda and the Arab Bank for Economic Development in Africa, relating to the loan of twenty million American dollars (USD 20,000,000) for the rural electrification project in Nyamagabe and Nyaruguru Districts;	Arabe pour le Développement Économique en Afrique, relatif au prêt de vingt millions de dollars américains (20.000.000 USD) pour le projet d'électrification rurale dans les Districts de Nyamagabe et Nyaruguru;
Tumaze kubona Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 06 Werurwe 2019, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika, yerekeranye n'inguzanyo ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe umushinga wo gukwirakwiza amashanyarazi mu cyaro mu Turere twa Nyamagabe na Nyaruguru;	Considering the Loan Agreement signed at Kigali, Rwanda on 06 March 2019, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa relating to the loan of twenty million American dollars (USD 20,000,000) for the rural electrification project in Nyamagabe and Nyaruguru Districts;	Considérant l'Accord de prêt signé à Kigali, au Rwanda le 06 mars 2019, entre la République du Rwanda et la Banque Arabe pour le Développement Économique en Afrique, relatif au prêt de vingt millions de dollars américains (20.000.000 USD) pour le projet d'électrification rurale dans les Districts de Nyamagabe et Nyaruguru;
Bisabwe na Minisitiri w'Imari n'Igenamigambi;	On proposal by the Minister of Finance and Economic Planning;	Sur proposition du Ministre des Finances et de la Planification Économique;
Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	After consideration and approval by the Cabinet;	Après examen et adoption par le Conseil des Ministres;
TWATEGETSE KANDI DUTEGETSE:	HAVE ORDERED AND Y ORDER:	AVONS ARRÊTÉ ET ARRÊTONS:

### Ingingo ya mbere: Kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 06 Werurwe 2019, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika, yerekeranye n'inguzanyo ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe umushinga wo gukwirakwiza amashanyarazi mu cyaro cy'uturere twa Nyamagabe na Nyaruguru, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

### <u>Ingingo ya 2</u>: 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.

# <u>Ingingo ya 3</u>: Igihe iteka ritangirira gukurikizwa

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

#### **Article One: Ratification**

The Loan Agreement signed at Kigali, Rwanda on 06 March 2019, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa, relating to the loan of twenty million American dollars (USD 20,000,000) for the rural electrification project in Nyamagabe and Nyaruguru Districts, annexed to this Order, is ratified and becomes fully effective.

# <u>Article 2</u>: 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 06 mars 2019, entre la République du Rwanda et la Banque Arabe pour le Développement Économique en Afrique, relatif au prêt de vingt millions de dollars Américains (20.000.000 USD) pour le projet d'électrification rurale dans les Districts de Nyamagabe et Nyaruguru, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

# <u>Article 2</u>: 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 12/07/2019	Kigali, on 12/07/2019	Kigali, le 12/07/2019
(sé) <b>KAGAME Paul</b> Perezida wa Repubulika	(sé)  KAGAME Paul  President of the Republic	(sé) <b>KAGAME Paul</b> Président de la République
(sé) <b>Dr NGIRENTE Edouard</b> Minisitiri w'Intebe	(sé) <b>Dr NGIRENTE Edouard</b> Prime Minister	(sé) <b>Dr NGIRENTE Edouard</b> 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** PEREZIDA Nº 078/01 RYO KU WA **BURUNDU** 12/07/2019 **RYEMEZA Y'INGUZANYO AMASEZERANO** YASHYIRIWEHO UMUKONO I KIGALI BETWEEN THE REPUBLIC MU RWANDA KU WA 06 WERURWE 2019. HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ABARABU **ITSURA AMAJYAMBERE** MU**BY'UBUKUNGU** MURI AFURIKA. **YEREKERANYE N'INGUZANYO INGANA** NA **MAKUMYABIRI Z'AMADOLARI** Y'ABANYAMERIKA (20.000.000 USD) **AGENEWE UMUSHINGA** WO **GUKWIRAKWIZA AMASHANYARAZI** MU CYARO MU TURERE TWA NYAMAGABE NA NYARUGURU

RYA ANNEX TO PRESIDENTIAL ORDER Nº 078/01 OF 12/07/2019 RATIFYING THE LOAN AGREEMENT SIGNED IN **KIGALI, RWANDA ON 06 MARCH 2019,** OF RWANDA AND THE ARAB BANK FOR **ECONOMIC** DEVELOPMENT AFRICA, RELATING TO THE LOAN OF TWENTY MILLION AMERICAN DOLLARS (USD 20,000,000) FOR THE RURAL ELECTRIFICATION PROJECT MILIYONI IN NYAMAGABE AND NYARUGURU DISTRICTS

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 078/01 DU 12/07/2019 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI AU RWANDA LE 06 MARS 2019, ENTRE LA RÉPUBLIOUE DU RWANDA ET LA **BANOUE ARABE POUR** LE DÉVELOPPEMENT ÉCONOMIQUE EN AFRIQUE, RELATIF AU PRÊT DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET D'ÉLECTRIFICATION RURALE DANS LES DISTRICTS DE NYAMAGABE ET NYARUGURU

# LOAN AGREEMENT

# RURAL ELECTRIFICATION PROJECT IN NYAMAGABE AND NYARUGURU DISTRICTS

## **BETWEEN**

# THE REPUBLIC OF RWANDA

## **AND**

# THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA

DATED ... MARCH 2019





### **LOAN AGREEMENT**

Agreement dated 2.6. March 2019 between the Republic of Rwanda (hereinafter called "The Borrower") and the Arab Bank for Economic Development in Africa (hereinafter called "BADEA").

#### WHEREAS:

- (A) The Borrower has requested BADEA to assist in financing the Project described in Annex "II" to this Agreement;
- (B) The Borrower has agreed to contribute an amount equivalent to about two million two hundred and twenty thousand dollars (\$2, 220,000) for this purpose;
- (C) The purpose of BADEA is to boost the economic development of African Countries within the framework of solidarity and mutual interest and thus to strengthen the ties between African States and the Arab Nation;
- (D) BADEA is convinced of the importance and usefulness of the said Project in developing the economy of the Borrower; and
- (E) BADEA has agreed, in view of the foregoing, to grant the Borrower a Loan on the terms and conditions set forth in this Agreement.

NOW, therefore, the parties hereto agree as follows:



# ARTICLE I GENERAL CONDITIONS - DEFINITIONS

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

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

- (A) "EDCL" means the Energy Development Corporation Ltd., which will supervise the Project's implementation.
- (B) "EARP": means the Electricity Access Roll out Programme, within EDCL. The EARP team is responsible for the implementation of all rural electrification projects funded by Development Partners. The Project implementation team (The team) will be integrated in the existing structure of EARP and reports to EARP Coordinator.
- (C) "The team" means the Project implementation team within EARP which will be established pursuant to the provisions of section 3.03 of this Agreement.



# ARTICLE II THE LOAN

Section 2.01 BADEA agrees to lend to the Borrower the sum of twenty million dollars (\$ 20,000,000) on terms and conditions set forth or referred to in this Agreement.

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

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

Section 2.04 The closing date shall be April 30, 2024 or any other later date approved by BADEA and promptly notified to the Borrower.

Section 2.05 The Borrower shall pay interest at the rate of one point seventy-five per cent (1.75%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

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

Section 2.07 The Borrower shall repay the principal of the Loan in (42) semi annual instalments, as specified in Annex "I" to this Agreement, after a grace period of six years to be calculated from the first day of the month following the first withdrawal from the Loan Account.



# ARTICLE III EXECUTION OF THE PROJECT

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

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

Section 3.03 The Borrower shall cause EDCL to establish the team. The Project Implementation Team shall consist of a Project Coordinator, be assisted by an Electrical Engineer with appropriate experience in the aspect of Electricity transmission and distribution project and Procurement officer. The Team shall also operate within the framework of EARP Unit within EDCL which will provide other required support from available staff within EARP (i.e. finance management, social safeguard, environment safeguard, planning, administration and legal matters).

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

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

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

(b) The Borrower shall make adequate annual budgetary allocations to meet its share of the Project's cost as stated in Preamble (B) to this Agreement.

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

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

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

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



# ARTICLE IV PARTICULAR COVENANTS

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

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

<u>Section 4.03</u> The Borrower shall provide BADEA with evidence to the effect that the compensation process for obtaining the project lands is properly completed.



## ARTICLE V SUSPENSION AND ACCELERATION OF MATURITY

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

- (a) A material change shall have been made in the nature of EDCL or its management or the law establishing it, which is likely to have a substantial adverse effect on its ability to carry out the Project or operate the facilities included therein;
- (b) The Borrower, or another authority having jurisdiction, shall have taken any action for the winding-up of EDCL or for the suspension of its operations;
- (c) (i) Subject to sub-paragraph (ii) of this paragraph:
  - (A) the right of the Borrower or EDCL to withdraw the proceeds of any loan or grant made to the Borrower or EDCL for financing the Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing thereof, or
  - (B) any such loan shall have become due and payable prior to the agreed maturity thereof;
  - (ii) Sub-paragraphs (c) (i) (A) & (B) of this Section (5.01) shall not apply if the Borrower establishes to the satisfaction of BADEA that (a) such suspension, cancellation, termination or prematuring is not caused by the failure of the Borrower or EDCL to perform any of its obligations under such agreement, and (B) adequate funds for the Project are available to the Borrower or EDCL from other sources on terms and conditions consistent with the obligations of the Borrower under this Agreement.



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

- (a) the events specified in paragraphs (a) and (b) of Section (5.01) of this Agreement shall occur and shall continue for a period of 60 days after notice hereof shall have been given by BADEA to the Borrower;
- (b) subject to sub-paragraph (ii) of paragraph (c) of Section (5.01) of this Agreement, the event specified in Paragraph (c-i-B) of the said section shall occur.



# ARTICLE VI EFFECTIVE DATE - TERMINATION

<u>Section 6.01</u> The following condition is specified as additional condition to the effectiveness of the Loan Agreement within the meaning of Section (12.01) (b) of the General Conditions:

- Evidence shall have been provided to BADEA that the on-lending agreement of the Loan proceeds between the Borrower and EDCL has been concluded.

Section 6.02 No withdrawal from the Loan Account shall be effected until evidence have been provided to BADEA that the team has been established in accordance with Section (3.03) of this Loan Agreement.

Section 6.03 This Loan Agreement shall come into force and effect on the date upon which BADEA dispatches by fax or e-mail to the Borrower notice of its acceptance of the evidence required by section (12.01) of the General Conditions.

Section 6.04 The date August 31, 2019 is hereby specified for the purposes of Section (12.04) of the General Conditions.



### **ARTICLE VII REPRESENTATIVES OF THE BORROWER - ADDRESSES**

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

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

### For the Borrower:

The Ministry of Finance and Economic Planning

P.O. Box 158, Kigali

Republic of Rwanda

Tel.: + 250 252 575756

Fax: +250 252 577581

E-mail: mfin@minecofin.gov.rw

### For BADEA:

The Arab Bank for Economic Development in Africa (BADEA)

P.O. BOX 2640

Post Code (11111), Khartoum

Republic of Sudan

Tel.:

(249-183) 773647 / 773646

Fax:

(249-183) 770600 / 770498

E-mail: badea@badea.org



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

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

THE REPUBLIC OF RWANDA

BY

Dr. Uzziel NDAGIJIMANA Minister of Finance and Economic Planning

THE ARAB BANK FOR CONOMIC DEVELOPMENT IN AFRICA

By

Eng. Yousef Ibrahim Al-Bassam

Chairman

**BADEA's Board of Directors** 

### ANNEX "I"

### AMORTIZATION SCHEDULE RURAL ELECTRIFICATION PROJECT IN

### NYAMAGABE AND NYARUGURU DISTRICTS

### - The Republic of Rwanda-

<u>Installments</u>	Payment of Principal (Expressed In U.S. \$)
4	396,000.000
1.	400,000.000
2.	403,000.000
3.	407,000.000
4.	410,000.000
5. 6.	414,000.000
7.	417,000.000
8.	421,000.000
9.	425,000.000
10.	428,000.000
10.	432,000.000
12.	436,000.000
13.	440,000.000
14.	444,000.000
15.	447,000.000
16.	451,000.000
17.	455,000.000
18.	459,000.000
19.	463,000.000
20.	467,000.000
21.	471,000.000
22.	476,000.000
23.	480,000.000
24.	484,000.000
25.	488,000.000
26.	492,000.000
27.	497,000.000
28.	501,000.000
29.	506,000.000
30.	510,000.000
31.	514,000.000
32.	519,000.000
33.	523,000.000
34.	528,000.000 528,000.000
35.	533,000.000
36.	537,000.000 542,000.000
37.	547,000.000
38.	552,000.000
39. 40.	556,000.000
40. 41.	561,000.000
41. 42.	568,000.000
<b>44.</b>	500,000.000



### ANNEX "II" PROJECT DESCRIPTION

The project envisages supply and construction of distribution networks (MV and LV lines and distribution transformers) and meters and service cables to connect households, commercial and public centers in Nyaruguru and Nyamagabe Districts. The total number of populations of the two Districts is estimated at 846,000 and the total number of people benefiting from the project is estimated at about 156,000. Therefore, the percentage of access to electricity in the project areas is expected to increase from 33% currently to about 52% at the end of the project.

The project consists of the following components:

- 1. Supply of materials and equipment to construct distribution networks and provide connections to customers. It includes supply for 30 KV medium voltage lines with a total length of 186 km, 242 units of distribution transformers (30 / 0.4 kV) and distribution lines (400 volts) with a total length of 582 km, Cables and meters to connect about 25.6 thousand households and 47 public and commercial centers.
- 2. Construction of the distribution networks and connections to customers
- 3. <u>Consultancy Services</u> to prepare the designs, tender documents, assist the team in tendering process and supervision of project implementation.
- 4. <u>Support to the team</u> includes performance incentives for the team and supply of three 4-WD pickups, to support the team.

\*\*\*\*

The physical implementation of the project is expected to start in March 2021 and to be completed after 24 months in March 2023.



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

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

Category	Amount Allocated (in US \$)	% of Expenditure of Total Cost to be Financed
Supply of materials and equipment to construct distribution networks and provide connections to customers	14.000.000	%100
Construction of the distribution networks and connections to customers	3.680.000	%100
3. Consultancy Services	900.000	%100
4. Support to the PIU:		
- Performance Incentive - 3 pickup vehicles	180.000 150.000	100% 100%
Basic Cost	18.910.000	%90
Unallocated	1.090.000	-
TOTA L	20.000.000	%90

- 2- Unless otherwise agreed by BADEA, the financed percentage of the above-mentioned categories shall not exceed the percentage shown opposite each of those categories.
- 3- BADEA may, by notice to the Borrower (i) reallocate any amount from category [4] (Unallocated) to any other of the categories [1] and [2] to the extent that such amount is required to meet expenditures under such other category; and (ii) reallocate any amount from any of the categories [1], [2] and [3] to any of the categories [1], [2] and [3] to the extent that such amount is no longer required to meet expenditures under such category but is required to meet expenditures under that other category.



4- The method of payment of the performance incentive stipulated by the sub-component (4/a) will be as the following table: -

	Milestones	Top up amount	Time frame
1	Signing of the contract with the	5%	6 months from date of
	selected consultant		effectiveness
2	Preparation of detailed design and	10%	9 months from start of the
	tender document		consultancy contract
3	Signing of construction contract	5%	5 months from launching
	with selected suppliers		of supply bids
4	20% of construction completed	10%	4 months from start of
			construction
5	40% of construction completed	10%	7 months from start of
			construction
6	60% of construction completed	15%	11 months from start of
			construction
7	80% of construction completed	15%	14 months from start of
			construction
8	Provisional acceptance of the	15%	18 months from start of
	Project		construction
9	Project Completion report	15%	12 months from
			provisional acceptance



### ANNEX "B" PROCUREMENT OF GOODS AND SERVICES

- A) Unless otherwise agreed by BADEA, the goods and services to be financed from the proceeds of the Loan shall be procured as follows:
  - For the consultancy services through short listing of Arab, African or Afro-Arab consulting firms according to BADEA's regulation.
  - For the supply of Materials and equipment to construct the distribution networks and to connect customers through International Competitive Bidding in accordance with BADEA's regulations and in consultation with the government.
  - For the construction of the network and provisions of connections to customers shall be through local contractors in accordance with BADEA's regulations and in consultation with the government
  - For the supply of 4-WD vehicles through local accredited importers.
- B) The Borrower shall submit for BADEA's prior approval all proposed contracts and orders for items to be procured out of the proceeds of the Loan.
- C) The Borrower shall furnish to BADEA copies of the bidding documents and shall make such modifications in the said documents as may be requested by BADEA. In all such cases where bidders shall be prequalified and in the case of the short list, the Borrower shall supply BADEA with a list of those pre-qualified bidders for BADEA's review and approval. After receipt and evaluation of the bids, a detailed report on the evaluation and comparison of the bids received, together with the recommendation for award, shall be presented to BADEA for approval.



Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 078/01 ryo ku wa 12/07/2019 ryemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 06 Werurwe 2019, hagati ya Repubulika y'u Rwanda na Banki y'Abarabu Itsura Amajyambere mu by'Ubukungu muri Afurika, yerekeranye n'inguzanyo ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe umushinga wo gukwirakwiza amashanyarazi mu cyaro mu Turere twa Nyamagabe na Nyaruguru	Seen to be annexed to Presidential Order no 078/01 of 12/07/2019 ratifying the Loan Agreement signed at Kigali, Rwanda on 06 March 2019, between the Republic of Rwanda and the Arab Bank for Economic Development in Africa, relating to the loan of twenty million American dollars (USD 20,000,000) for the rural electrification project in Nyamagabe and Nyaruguru Districts	Vu pour être annexé à l'Arrêté Présidentiel n° 078/01 du 12/07/2019 ratifiant l'Accord de prêt signé à Kigali, au Rwanda le 06 mars 2019, entre la République du Rwanda et la Banque Arabe pour le Développement Économique en Afrique, relatif au prêt de vingt millions de dollars américains (20.000.000 USD) pour le projet d'électrification rurale dans les Districts de Nyamagabe et Nyaruguru
Kigali, ku wa 12/07/2019	Kigali, on 12/07/2019	Kigali, le 12/07/2019
(sé) <b>KAGAME Paul</b> Perezida wa Repubulika	(sé)  KAGAME Paul  President of the Republic	( <b>sé</b> ) <b>KAGAME Paul</b> Président de la République
(sé) <b>Dr NGIRENTE Edouard</b> Minisitiri w'Intebe	(sé) <b>Dr NGIRENTE Edouard</b> Prime Minister	(sé) <b>Dr NGIRENTE Edouard</b> 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° 079/01 RYO	PRESIDENTIAL ORDER N° 079/01 OF	
KU WA 12/07/2019 RYEMEZA KUBA	12/07/2019 RELATING TO ACCESSION	
KIMWE MU BIHUGU BIHURIYE KU	TO THE VIENNA CONVENTION ON	
MASEZERANO Y'I VIENNA	CIVIL LIABILITY FOR NUCLEAR	l •
YEREKEYE UBURYOZWE	DAMAGE, CONCLUDED AT VIENNA	
BW'IBYANGIJWE NA NIKELEYERI,	ON 21 MAY 1963	NUCLÉAIRES, CONCLUE À VIENNE LE
YEMEREJWE I VIENNA KU WA 21		21 MAI 1963
GICURASI 1963		
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BHARIKO	TABLE OF CONTENTS	TABLE DES WATTERES
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ITEKA RYA PEREZ	ZIDA N° 079/01 RYO
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PRESIDENTIAL ORDER N° 079/01 OF 12/07/2019 RELATING TO ACCESSION TO THE VIENNA CONVENTION ON CIVIL LIABILITY FOR NUCLEAR DAMAGE, CONCLUDED AT VIENNA ON 21 MAY 1963

ARRÊTÉ PRÉSIDENTIEL N° 079/01 DU 12/07/2019 PORTANT ADHÉSION À LA CONVENTION DE VIENNE RELATIVE À LA RESPONSABILITÉ CIVILE EN MATIÈRE DE DOMMAGES NUCLÉAIRES, CONCLUE À VIENNE LE 21 MAI 1963

### Twebwe, KAGAME Paul,

Perezida wa Repubulika;

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

Dushingiye ku Itegeko n° 008/2019 ryo ku wa 23/05/2019 ryemera kwemeza ko u Rwanda ruba kimwe mu bihugu bihuriye ku Masezerano y'i Vienna yerekeye uburyozwe bw'ibyangijwe na nikeleyeri, yemerejwe i Vienna ku wa 21 Gicurasi 1963;

Tumaze kubona Amasezerano y'i Vienna yerekeye uburyozwe bw'ibyangijwe na nikeleyeri, yemerejwe i Vienna ku wa 21 Gicurasi 1963;

### 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° 008/2019 of 23/05/2019 relating to the approval for Rwandas's accession to the Vienna Convention on civil liability for nuclear damage, concluded at Vienna on 21 May 1963;

Considering the Vienna Convention on civil liability for nuclear damage, concluded at Vienna on 21 May 1963;

### 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 nº 008/2019 du 23/05/2019 portant approbation pour adhésion du Rwanda à la Convention de Vienne relative à la résponsabilité civile en matière de dommages nucléaires, conclue à Vienne le 21 mai 1963;

Considérant la Convention de Vienne relative à la responsabilité civile en matière de dommages nucléaires, conclue à Vienne le 21 mai 1963;

Bisabwe na Minisitiri w'Ibikorwa Remezo;	On proposal by the Minister of Infrastructure;	Sur proposition du Ministre des Infrastructures;
Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	After consideration and approval by the Cabinet;	Après examen et adoption par le Conseil des Ministres;
TWATEGETSE KANDI DUTEGETSE:	HAVE ORDERED AND ORDER:	AVONS ARRÊTÉ ET ARRÊTONS:
Ingingo ya mbere: Kwemeza kuba kimwe mu bihugu bihuriye ku Masezerano	Article One: Accession	Article premier: Adhésion
U Rwanda rwemeje ko rubaye kimwe mu bihugu bihuriye ku Masezerano y'i Vienna yerekeye uburyozwe bw'ibyangijwe na nikeleyeri, yemerejwe i Vienna ku wa 21 Gicurasi 1963, ari ku mugereka w'iri teka, kandi ayo masezerano atangiye gukurikizwa uko yakabaye.	Rwanda accedes to the Vienna Convention on civil liability for nuclear damage, concluded at Vienna on 21 May 1963, annexed to this Order, and the convention becomes fully effective.	Le Rwanda adhère à la Convention de Vienne relative à la responsabilité civile en matière de dommages nucléaires, conclue à Vienne le 21 mai 1963, annexé au présent arrêté, et cette convention sort son plein et entier effet.
<u>Ingingo ya 2</u> : 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
Minisitiri w'Intebe, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ubuzima na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.	The Prime Minister, the Minister of Foreign Affairs and International Cooperation, the Minister of Infrastructure, the Minister of Health and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.	Le Premier Ministre, le Ministre des Affaires Étrangères et de la Coopération Internationale, le Ministre des Infrastructures, le Ministre de la Santé et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

<u>Ingingo ya 3</u> : Igihe iri teka ritangirira gukurikizwa	Article 3: Commencement	Article 3: Entrée en vigueur
Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
Kigali, ku wa 12/07/2019	Kigali, on 12/07/2019	Kigali, le 12/07/2019
(sé) <b>KAGAME Paul</b> Perezida wa Repubulika	( <b>sé</b> ) <b>KAGAME Paul</b> President of the Republic	(sé) <b>KAGAME Paul</b> Président de la République
(sé)  Dr NGIRENTE Edouard  Minisitiri w'Intebe	(sé) <b>Dr NGIRENTE Edouard</b> Prime Minister	(sé) <b>Dr NGIRENTE Edouard</b> 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	ANNEX TO PRESIDENTIAL ORDER N°	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
PEREZIDA N° 079/01 RYO KU WA	079/01 OF 12/07/2019 RELATING TO	N° 079/01 DU 12/07/2019 PORTANT
12/07/2019 RYEMEZA KUBA KIMWE	ACCESSION TO THE VIENNA	ADHÉSION À LA CONVENTION DE
MU BIHUGU BIHURIYE KU	CONVENTION ON CIVIL LIABILITY	VIENNE RELATIVE À LA
MASEZERANO Y'I VIENNA	FOR NUCLEAR DAMAGE,	RESPONSABILITÉ CIVILE EN
YEREKEYE UBURYOZWE	CONCLUDED AT VIENNA ON 21 MAY	MATIÈRE DE DOMMAGES
BW'IBYANGIJWE NA NIKELEYERI,	1963	NUCLÉAIRES, CONCLUE À VIENNE LE
YEMEREJWE I VIENNA KU WA 21		21 MAI 1963
GICURASI 1963		

### No. 16197

### MULTILATERAL

### Vienna Convention on civil liability for nuclear damage. Concluded at Vienna on 21 May 1963

Authentic texts: English, French, Russian and Spanish.

Registered by the International Atomic Energy Agency on 30 December 1977.

### MULTILATÉRAL

Convention de Vienne relative à la responsabilité civile en matière de dommages nucléaires. Conclue à Vienne le 21 mai 1963

Textes authentiques: anglais, français, russe et espagnol.

Enregistrée par l'Agence internationale de l'énergie atomique le 30 décembre 1977.

#### Nations Unies-Recueil des Traités

### VIENNA CONVENTION ON CIVIL LIABILITY FOR NUCLEAR DAMAGE

The Contracting Parties,

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Having recognized the desirability of establishing some minimum standards to provide financial protection against damage resulting from certain peaceful uses of nuclear energy,

Believing that a convention on civil liability for nuclear damage would also contribute to the development of friendly relations among nations, irrespective of their differing constitutional and social systems,

Have decided to conclude a convention for such purposes, and thereto have agreed as follows:

#### Article I. 1. For the purposes of this Convention:

- (a) "Person" means any individual, partnership, any private or public body, whether corporate or not, any international organization enjoying legal personality under the law of the Installation State, and any State or any of its constituent sub-divisions.
- (b) "National of a Contracting Party" includes a Contracting Party or any of its constituent sub-divisions, a partnership, or any private or public body, whether corporate or not established within the territory of a Contracting Party.
- (c) "Operator", in relation to a nuclear installation, means the person designated or recognized by the Installation State as the operator of that installation.
- (d) "Installation State", in relation to a nuclear installation, means the Contracting Party within whose territory that installation is situated or, if it is not situated within the territory of any State, the Contracting Party by which or under the authority of which the nuclear installation is operated.
- (e) "Law of the competent court" means the law of the court having jurisdiction under this Convention, including any rules of such law relating to conflict of laws.
- (f) "Nuclear fuel" means any material which is capable of producing energy by a self-sustaining chain process of nuclear fission.

Came into force in respect of the States indicated hereafter on 12 November 1977, i.e., three months after the date of deposit with the Director-General of the International Atomic Energy Agency of the fifth instrument of ratification, in accordance with article XXIII. Instruments of ratification or accession were deposited as follows:

State	Date of deposit of the instrument of ratification or accession -(a)
United Republic of Cameroon	6 March 1964 a
Cuba	25 October 1965
Egypt	5 November 1965
Philippines	15 November 1965
Trinidad and Tobago	31 January 1966 a
Argentina	. 25 April 1967
Bolivia	10 April 1968 a
Yugoslavia	12 August 1977

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- (g) "Radioactive products or waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to, the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.
  - (h) "Nuclear material" means:
- (i) nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor, either alone or in combination with some other material; and
- (ii) radioactive products or waste.
- (i) "Nuclear reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.
  - (i) "Nuclear installation" means:
  - (i) any nuclear reactor other than one with which a means of sea or air transport is equipped for use as a source of power, whether for propulsion thereof or for any other purpose;
- (ii) any factory using nuclear fuel for the production of nuclear material, or any factory for the processing of nuclear material, including any factory for the re-processing of irradiated nuclear fuel; and
- (iii) any facility where nuclear material is stored, other than storage incidental to the carriage of such material;

provided that the Installation State may determine that several nuclear installations of one operator which are located at the same site shall be considered as a single nuclear installation.

- (k) "Nuclear damage" means:
- (i) loss of life, any personal injury or any loss of, or damage to, property which arises out of or results from the radioactive properties or a combination of radioactive properties with toxic, explosive or other hazardous properties of nuclear fuel or radioactive products or waste in, or of nuclear material coming from, originating in, or sent to, a nuclear installation;
- (ii) any other loss or damage so arising or resulting if and to the extent that the law of the competent court so provides; and
- (iii) if the law of the Installation State so provides, loss of life, any personal injury or any loss of, or damage to, property which arises out of or results from other ionizing radiation emitted by any other source of radiation inside a nuclear installation.
- (1) "Nuclear incident" means any occurrence or series of occurrences having the same origin which causes nuclear damage.
- 2. An Installation State may, if the small extent of the risks involved so warrants, exclude any small quantities of nuclear material from the application of this Convention, provided that:
- (a) maximum limits for the exclusion of such quantities have been established by the Board of Governors of the International Atomic Energy Agency; and

(b) any exclusion by an Installation State is within such established limits. The maximum limits shall be reviewed periodically by the Board of Governors.

Article II. 1. The operator of a nuclear installation shall be liable for nuclear damage upon proof that such damage has been caused by a nuclear incident:

- (a) in his nuclear installation; or
- (b) involving nuclear material coming from or originating in his nuclear installation, and occurring:
  - (i) before liability with regard to nuclear incidents involving the nuclear material has been assumed, pursuant to the express terms of a contract in writing, by the operator of another nuclear installation;
  - (ii) in the absence of such express terms, before the operator of another nuclear installation has taken charge of the nuclear material; or
  - (iii) where the nuclear material is intended to be used in a nuclear reactor with which a means of transport is equipped for use as a source of power, whether for propulsion thereof or for any other purpose, before the person duly authorized to operate such reactor has taken charge of the nuclear material; but
  - (iv) where the nuclear material has been sent to a person within the territory of a non-Contracting State, before it has been unloaded from the means of transport by which it has arrived in the territory of that non-Contracting State;
- (c) involving nuclear material sent to his nuclear installation, and occurring:
  - (i) after liability with regard to nuclear incidents involving the nuclear material has been assumed by him, pursuant to the express terms of a contract in writing, from the operator of another nuclear installation;
  - (ii) in the absence of such express terms, after he has taken charge of the nuclear material; or
  - (iii) after he has taken charge of the nuclear material from a person operating a nuclear reactor with which a means of transport is equipped for use as a source of power, whether for propulsion thereof or for any other purpose; but
  - (iv) where the nuclear material has, with the written consent of the operator, been sent from a person within the territory of a non-Contracting State, only after it has been loaded on the means of transport by which it is to be carried from the territory of that State;

provided that, if nuclear damage is caused by a nuclear incident occurring in a nuclear installation and involving nuclear material stored therein incidentally to the carriage of such material, the provisions of sub-paragraph (a) of this paragraph shall not apply where another operator or person is solely liable pursuant to the provisions of sub-paragraph (b) or (c) of this paragraph.

2. The Installation State may provide by legislation that, in accordance with such terms as may be specified therein, a carrier of nuclear material or a person handling radioactive waste may, at his request and with the consent of the operator concerned, be designated or recognized as operator in the place of that operator in respect of such nuclear material or radioactive waste respectively. In

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this case such carrier or such person shall be considered, for all the purposes of this Convention, as an operator of a nuclear installation situated within the territory of that State.

- 3. (a) Where nuclear damage engages the liability of more than one operator, the operators involved shall, in so far as the damage attributable to each operator is not reasonably separable, be jointly and severally liable.
- (b) Where a nuclear incident occurs in the course of carriage of nuclear material, either in one and the same means of transport, or, in the case of storage incidental to the carriage, in one and the same nuclear installation, and causes nuclear damage which engages the liability of more than one operator, the total liability shall not exceed the highest amount applicable with respect to any one of them pursuant to article V.
- (c) In neither of the cases referred to in sub-paragraphs (a) and (b) of this paragraph shall the liability of any one operator exceed the amount applicable with respect to him pursuant to article V.
- 4. Subject to the provisions of paragraph 3 of this article, where several nuclear installations of one and the same operator are involved in one nuclear incident, such operator shall be liable in respect of each nuclear installation involved up to the amount applicable with respect to him pursuant to article V.
- 5. Except as otherwise provided in this Convention, no person other than the operator shall be liable for nuclear damage. This, however, shall not affect the application of any international convention in the field of transport in force or open for signature, ratification or accession at the date on which this Convention is opened for signature.
- 6. No person shall be liable for any loss or damage which is not nuclear damage pursuant to sub-paragraph (k) of paragraph 1 of article I but which could have been included as such pursuant to sub-paragraph (k) (ii) of that paragraph.
- 7. Direct action shall lie against the person furnishing financial security pursuant to article VII, if the law of the competent court so provides.
- Article III. The operator liable in accordance with this Convention shall provide the carrier with a certificate issued by or on behalf of the insurer or other financial guarantor furnishing the financial security required pursuant to article VII. The certificate shall state the name and address of that operator and the amount, type and duration of the security, and these statements may not be disputed by the person by whom or on whose behalf the certificate was issued. The certificate shall also indicate the nuclear material in respect of which the security applies and shall include a statement by the competent public authority of the Installation State that the person named is an operator within the meaning of this Convention.
- Article IV. 1. The liability of the operator for nuclear damage under this Convention shall be absolute.
- 2. If the operator proves that the nuclear damage resulted wholly or partly either from the gross negligence of the person suffering the damage or from an act or omission of such person done with intent to cause damage, the competent court may, if its law so provides, relieve the operator wholly or partly from his obligation to pay compensation in respect of the damage suffered by such person.

- 3. (a) No liability under this Convention shall attach to an operator for nuclear damage caused by a nuclear incident directly due to an act of armed conflict, hostilities, civil war or insurrection.
- (b) Except in so far as the law of the Installation State may provide to the contrary, the operator shall not be liable for nuclear damage caused by a nuclear incident directly due to a grave natural disaster of an exceptional character.
- 4. Whenever both nuclear damage and damage other than nuclear damage have been caused by a nuclear incident or jointly by a nuclear incident and one or more other occurrences, such other damage shall, to the extent that it is not reasonably separable from the nuclear damage, be deemed, for the purposes of this Convention, to be nuclear damage caused by that nuclear incident. Where, however, damage is caused jointly by a nuclear incident covered by this Convention and by an emission of ionizing radiation not covered by it, nothing in this Convention shall limit or otherwise affect the liability, either as regards any person suffering nuclear damage or by way of recourse or contribution, of any person who may be held liable in connection with that emission of ionizing radiation.
  - 5. The operator shall not be liable under this Convention for nuclear damage:
- (a) to the nuclear installation itself or to any property on the site of that installation which is used or to be used in connection with that installation; or
- (b) to the means of transport upon which the nuclear material involved was at the time of the nuclear incident.
- 6. Any Installation State may provide by legislation that sub-paragraph (b) of paragraph 5 of this article shall not apply, provided that in no case shall the liability of the operator in respect of nuclear damage, other than nuclear damage to the means of transport, be reduced to less than US \$5 million for any one nuclear incident.
  - 7. Nothing in this Convention shall affect:
- (a) the liability of any individual for nuclear damage for which the operator, by virtue of paragraph 3 or 5 of this article, is not liable under this Convention and which that individual caused by an act or omission done with intent to cause damage; or
- (b) the liability outside this Convention of the operator for nuclear damage for which, by virtue of sub-paragraph (b) of paragraph 5 of this article, he is not liable under this Convention.
- Article V. 1. The liability of the operator may be limited by the Installation State to not less than US \$5 million for any one nuclear incident.
- 2. Any limits of liability which may be established pursuant to this article shall not include any interest or costs awarded by a court in actions for compensation of nuclear damage.
- 3. The United States dollar referred to in this Convention is a unit of account equivalent to the value of the United States dollar in terms of gold on 29 April 1963, that is to say US \$35 per one troy ounce of fine gold.
- 4. The sum mentioned in paragraph 6 of article IV and in paragraph 1 of this article may be converted into national currency in round figures.

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- Article VI. 1. Rights of compensation under this Convention shall be extinguished if an action is not brought within ten years from the date of the nuclear incident. If, however, under the law of the Installation State the liability of the operator is covered by insurance or other financial security or by State funds for a period longer than ten years, the law of the competent court may provide that rights of compensation against the operator shall only be extinguished after a period which may be longer than ten years, but shall not be longer than the period for which his liability is so covered under the law of the Installation State. Such extension of the extinction period shall in no case affect rights of compensation under this Convention of any person who has brought an action for loss of life or personal injury against the operator before the expiry of the aforesaid period of ten years.
- 2. Where nuclear damage is caused by a nuclear incident involving nuclear material which at the time of the nuclear incident was stolen, lost, jettisoned or abandoned, the period established pursuant to paragraph 1 of this article shall be computed from the date of that nuclear incident, but the period shall in no case exceed a period of twenty years from the date of the theft, loss, jettison or abandonment.
- 3. The law of the competent court may establish a period of extinction or prescription of not less than three years from the date on which the person suffering nuclear damage had knowledge or should have had knowledge of the damage and of the operator liable for the damage, provided that the period established pursuant to paragraphs 1 and 2 of this article shall not be exceeded.
- 4. Unless the law of the competent court otherwise provides, any person who claims to have suffered nuclear damage and who has brought an action for compensation within the period applicable pursuant to this article may amend his claim to take into account any aggravation of the damage, even after the expiry of that period, provided that final judgment has not been entered.
- 5. Where jurisdiction is to be determined pursuant to sub-paragraph (b) of paragraph 3 of article XI and a request has been made within the period applicable pursuant to this article to any one of the Contracting Parties empowered so to determine, but the time remaining after such determination is less than six months, the period within which an action may be brought shall be six months, reckoned from the date of such determination.
- Article VII. 1. The operator shall be required to maintain insurance or other financial security covering his liability for nuclear damage in such amount, of such type and in such terms as the Installation State shall specify. The Installation State shall ensure the payment of claims for compensation for nuclear damage which have been established against the operator by providing the necessary funds to the extent that the yield of insurance or other financial security is inadequate to satisfy such claims, but not in excess of the limit, if any, established pursuant to article V.
- 2. Nothing in paragraph 1 of this article shall require a Contracting Party or any of its constituent sub-divisions, such as States or Republics, to maintain insurance or other financial security to cover their liability as operators.
- 3. The funds provided by insurance, by other financial security or by the Installation State pursuant to paragraph 1 of this article shall be exclusively available for compensation due under this Convention.

4. No insurer or other financial guarantor shall suspend or cancel the insurance or other financial security provided pursuant to paragraph 1 of this article without giving notice in writing of at least two months to the competent public authority or, in so far as such insurance or other financial security relates to the carriage of nuclear material, during the period of the carriage in question.

Article VIII. Subject to the provisions of this Convention, the nature, form and extent of the compensation, as well as the equitable distribution thereof, shall be governed by the law of the competent court.

- Article IX. 1. Where provisions of national or public health insurance, social insurance, social security, workmen's compensation or occupational disease compensation systems include compensation for nuclear damage, rights of beneficiaries of such systems to obtain compensation under this Convention and rights of recourse by virtue of such systems against the operator liable shall be determined, subject to the provisions of this Convention, by the law of the Contracting Party in which such systems have been established, or by the regulations of the intergovernmental organization which has established such systems.
- 2. (a) If a person who is a national of a Contracting Party, other than the operator, has paid compensation for nuclear damage under an international convention or under the law of a non-Contracting State, such person shall, up to the amount which he has paid, acquire by subrogation the rights under this Convention of the person so compensated. No rights shall be so acquired by any person to the extent that the operator has a right of recourse against such person under this Convention.
- (b) Nothing in this Convention shall preclude an operator who has paid compensation for nuclear damage out of funds other than those provided pursuant to paragraph 1 of article VII from recovering from the person providing financial security pursuant to that paragraph or from the Installation State, up to the amount he has paid, the sum which the person so compensated would have obtained under this Convention.

Article X. The operator shall have a right of recourse only:

- (a) if this is expressly provided for by a contract in writing; or
- (b) if the nuclear incident results from an act or omission done with intent to cause damage, against the individual who has acted or omitted to act with such intent.
- Article XI. 1. Except as otherwise provided in this article, jurisdiction over actions under article II shall lie only with the courts of the Contracting Party within whose territory the nuclear incident occurred.
- 2. Where the nuclear incident occurred outside the territory of any Contracting Party, or where the place of the nuclear incident cannot be determined with certainty, jurisdiction over such actions shall lie with the courts of the Installation State of the operator liable.
- 3. Where under paragraph 1 or 2 of this article, jurisdiction would lie with the courts of more than one Contracting Party, jurisdiction shall lie:
- (a) if the nuclear incident occurred partly outside the territory of any Contracting Party, and partly within the territory of a single Contracting Party, with the courts of the latter; and

(b) in any other case, with the courts of that Contracting Party which is determined by agreement between the Contracting Parties whose courts would be competent under paragraph 1 or 2 of this article.

Article XII. 1. A final judgment entered by a court having jurisdiction under article XI shall be recognized within the territory of any other Contracting Party, except:

- (a) where the judgment was obtained by fraud;
- (b) where the party against whom the judgment was pronounced was not given a fair opportunity to present his case; or
- (c) where the judgment is contrary to the public policy of the Contracting Party within the territory of which recognition is sought, or is not in accord with fundamental standards of justice.
- 2. A final judgment which is recognized shall, upon being presented for enforcement in accordance with the formalities required by the law of the Contracting Party where enforcement is sought, be enforceable as if it were a judgment of a court of that Contracting Party.
- 3. The merits of a claim on which the judgment has been given shall not be subject to further proceedings.

Article XIII. This Convention and the national law applicable thereunder shall be applied without any discrimination based upon nationality, domicile or residence.

Article XIV. Except in respect of measures of execution, jurisdictional immunities under rules of national or international law shall not be invoked in actions under this Convention before the courts competent pursuant to article XI.

Article XV. The Contracting Parties shall take appropriate measures to ensure that compensation for nuclear damage, interest and costs awarded by a court in connection therewith, insurance and reinsurance premiums and funds provided by insurance, reinsurance or other financial security, or funds provided by the Installation State, pursuant to this Convention, shall be freely transferable into the currency of the Contracting Party within whose territory the damage is suffered, and of the Contracting Party within whose territory the claimant is habitually resident, and, as regards insurance or reinsurance premiums and payments, into the currencies specified in the insurance or reinsurance contract.

Article XVI. No person shall be entitled to recover compensation under this Convention to the extent that he has recovered compensation in respect of the same nuclear damage under another international convention on civil liability in the field of nuclear energy.

Article XVII. This Convention shall not, as between the parties to them, affect the application of any international agreements or international conventions on civil liability in the field of nuclear energy in force, or open for signature, ratification or accession at the date on which this Convention is opened for signature.

Article XVIII. This Convention shall not be construed as affecting the rights, if any, of a Contracting Party under the general rules of public international law in respect of nuclear damage.

- Article XIX. 1. Any Contracting Party entering into an agreement pursuant to sub-paragraph (b) of paragraph 3 of article XI shall furnish without delay to the Director General of the International Atomic Energy Agency for information and dissemination to the other Contracting Parties a copy of such agreement.
- 2. The Contracting Parties shall furnish to the Director General for information and dissemination to the other Contracting Parties copies of their respective laws and regulations relating to matters covered by this Convention.
- Article XX. Notwithstanding the termination of the application of this Convention to any Contracting Party, either by termination pursuant to article XXV or by denunciation pursuant to article XXVI, the provisions of this Convention shall continue to apply to any nuclear damage caused by a nuclear incident occurring before such termination.
- Article XXI. This Convention shall be open for signature by the States represented at the International Conference on Civil Liability for Nuclear Damage held in Vienna from 29 April to 19 May 1963.
- Article XXII. This Convention shall be ratified, and the instruments of ratification shall be deposited with the Director General of the International Atomic Energy Agency.
- Article XXIII. This Convention shall come into force three months after the deposit of the fifth instrument of ratification, and, in respect of each State ratifying it thereafter, three months after the deposit of the instrument of ratification by that State.
- Article XXIV. 1. All States Members of the United Nations, or of any of the specialized agencies or of the International Atomic Energy Agency not represented at the International Conference on Civil Liability for Nuclear Damage, held in Vienna from 29 April to 19 May 1963, may accede to this Convention.
- 2. The instruments of accession shall be deposited with the Director General of the International Atomic Energy Agency.
- 3. This Convention shall come into force in respect of the acceding State three months after the date of deposit of the instrument of accession of that State but not before the date of the entry into force of this Convention pursuant to article XXIII.
- Article XXV. 1. This Convention shall remain in force for a period of ten years from the date of its entry into force. Any Contracting Party may, by giving before the end of that period at least twelve months' notice to that effect to the Director General of the International Atomic Energy Agency, terminate the application of this Convention to itself at the end of that period of ten years.
- 2. This Convention shall, after that period of ten years, remain in force for a further period of five years for such Contracting Parties as have not terminated its application pursuant to paragraph 1 of this article, and thereafter for successive periods of five years each for those Contracting Parties which have not terminated its application at the end of one of such periods, by giving, before the end of one of such periods, at least twelve months' notice to that effect to the Director General of the International Atomic Energy Agency.

- Article XXVI. 1. A conference shall be convened by the Director General of the International Atomic Energy Agency at any time after the expiry of a period of five years from the date of the entry into force of this Convention in order to consider the revision thereof, if one-third of the Contracting Parties express a desire to that effect.
- 2. Any Contracting Party may denounce this Convention by notification to the Director General of the International Atomic Energy Agency within a period of twelve months following the first revision conference held pursuant to paragraph 1 of this article.
- 3. Denunciation shall take effect one year after the date on which notification to that effect has been received by the Director General of the International Atomic Energy Agency.

Article XXVII. The Director General of the International Atomic Energy Agency shall notify the States invited to the International Conference on Civil Liability for Nuclear Damage held in Vienna from 29 April to 19 May 1963 and the States which have acceded to this Convention of the following:

- (a) signatures and instruments of ratification and accession received pursuant to articles XXI, XXII and XXIV;
- (b) the date on which this Convention will come into force pursuant to article XXIII;
- (c) notifications of termination and denunciation received pursuant to articles XXV and XXVI;
- (d) requests for the convening of a revision conference pursuant to article XXVI.

Article XXVIII. This Convention shall be registered by the Director General of the International Atomic Energy Agency in accordance with Article 102 of the Charter of the United Nations.

Article XXIX. The original of this Convention, of which the English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Director General of the International Atomic Energy Agency, who shall issue certified copies.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, duly authorized thereto, have signed this Convention.

DONE in Vienna, this twenty-first day of May, one thousand nine hundred and sixty-three.

For the People's Republic of Albania: Pour la République populaire d'Albanie: За Народную Республику Албания: Por la República Popular de Albania:

For the Argentine Republic: Pour la République argentine: За Аргентинскую Республику: Por la República Argentina:

> [J. C. CARASALES] 1 10 de octubre de 1966<sup>2</sup>

For the Commonwealth of Australia: Pour le Commonwealth d'Australie: За Австралийский Союз: Por el Commonwealth de Australia:

For the Republic of Austria: Pour la République d'Autriche: За Австрийскую Республику: Por la República de Austria:

For the Kingdom of Belgium: Pour le Royaume de Belgique: За Королевство Бельгия: Por el Reino de Bélgica:

For the United States of Brazil: Pour les Etats-Unis du Brésil: За Соединенные Штаты Бразилии: Por los Estados Unidos del Brasil:

<sup>&</sup>lt;sup>1</sup> Names of signatories appearing between brackets were not legible and have been supplied by the International Atomic Energy Agency—Les noms des signataires donnés entre crochets étaient illisibles et ont été fournis par l'Agence internationale de l'énergie atomique.

2 10 October 1966—10 octobre 1966.

For the People's Republic of Bulgaria: Pour la République populaire de Bulgarie: За Народную Республику Болгария: Por la República Popular de Bulgaria:

For the Byelorussian Soviet Socialist Republic: Pour la République socialiste soviétique de Biélorussie: За Белорусскую Советскую Социалистическую Республику: Por la República Socialista Soviética de Bielorrusia:

For Canada: Pour le Canada: За Канаду: Por el Canadá:

For the Republic of China: Pour la République de Chine: За Китайскую Республику: Por la República de China:

[WEITSE CHANG] 21 May 1963

For the Republic of Colombia: Pour la République de Colombie: За Республику Колумбия: Por la República de Colombia:

ad referendum
[DANIEL HENAO-HENAO]
21 May 1963

For the Republic of Cuba: Pour la République de Cuba: За Республику Куба: Por la República de Cuba:

[Luis Orlando Rodríguez] 10 diciembre 1964 1

<sup>1 10</sup> December 1964-10 décembre 1964.

Nations Unies — Recueil des Traités

For the Czechoslovak Socialist Republic: Pour la République socialiste tchécoslovaque: За Чехословацкую Социалистическую Республику: Por la República Socialista Checoeslovaca:

For the Kingdom of Denmark: Pour le Royaume du Danemark: За Королевство Дания: Por el Reino de Dinamarca:

For the Dominican Republic: Pour la République Dominicaine: За Доминиканскую Республику: Por la República Dominicana:

For the Republic of El Salvador: Pour la République d'El Salvador: За Республику Сальвадор: Por la República de El Salvador:

For the Republic of Finland: Pour la République de Finlande: За Финляндскую Республику: Por la República de Finlandia:

For the French Republic: Pour la République française: За Французскую Республику: Por la República Francesa: For the Federal Republic of Germany: Pour la République fédérale d'Allemagne: За Федеративную Республику Германии: Por la República Federal de Alemania:

For the Republic of Ghana: Pour la République du Ghana: За Республику Гана: Por la República de Ghana:

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For the Kingdom of Greece: Pour le Royaume de Grèce: За Королевство Греция: Por el Reino de Grecia:

For the Republic of Guatemala: Pour la République du Guatemala: За Республику Гватемала: Por la República de Guatemala:

For the Holy See: Pour le Saint-Siège: За Папский Престол: Por la Santa Sede:

For the Republic of Honduras: Pour la République du Honduras: За Республику Гондурас: Por la República de Honduras:

For the Hungarian People's Republic: Pour la République populaire hongroise: За Венгерскую Народную Республику: For la República Popular Húngara:

For the Republic of India: Pour la République de l'Inde: За Республику Индия: Por la República de la India:

For the Republic of Indonesia: Pour la République d'Indonésie: За Республику Индонезия: Por la República de Indonesia:

For the Empire of Iran: Pour l'Empire d'Iran: За Империю Иран: Por el Imperio del Irán:

For the State of Israel: Pour l'Etat d'Israël: За Государство Израиль: Por el Estado de Israel:

For the Italian Republic: Pour la République italienne: За Итальянскую Республику: Por la República Italiana:

For Japan: Pour le Japon: За Японию: Por el Japón:

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For the Republic of Korea: Pour la République de Corée: За Корейскую Республику: Por la República de Corea:

For the Lebanese Republic: Pour la République libanaise: За Ливанскую Республику: Por la República Libanesa:

E. D. [Illegible—Illisible]

For the Grand Duchy of Luxembourg: Pour le Grand-Duché de Luxembourg: За Великое Герцогство Люксембургское: Por el Gran Ducado de Luxemburgo:

For the United Mexican States: Pour les Etats-Unis du Mexique: За Мексиканские Соединенные Штаты: Por los Estados Unidos Mexicanos:

For the Principality of Monaco: Pour la Principauté de Monaco: За Княжество Монако: Por el Principado de Mónaco: For the Kingdom of Morocco: Pour le Royaume du Maroc: За Королевство Марокко: Por el Reino de Marruecos:

For the Kingdom of the Netherlands: Pour le Royaume des Pays-Bas: За Королевство Нидерландов: Por el Reino de los Países Bajos:

For the Republic of Nicaragua: Pour la République du Nicaragua: За Республику Никарагуа: Por la República de Nicaragua:

For the Kingdom of Norway: Pour le Royaume de Norvège: За Королевство Норвегия: Por el Reino de Noruega:

For the Republic of the Philippines: Pour la République des Philippines: За Республику Филиппины: Por la República de Filipinas:

> [T. G. DE CASTRO] [THEODORICO TAGUINOD] 21 May 1963

For the Polish People's Republic: Pour la République populaire de Pologne: За Польскую Народную Республику: Por la República Popular Polaca: 1977

For the Portuguese Republic: Pour la République portugaise: За Республику Португалия: Por la República Portuguesa:

For the Romanian People's Republic: Pour la République populaire roumaine: За Румынскую Народную Республику: Por la República Popular Rumana:

For the Republic of South Africa: Pour la République sud-africaine: За Южно-Африканскую Республику: Por la República de Sudáfrica:

For the Spanish State: Pour l'Etat espagnol: За Испанское Государство: Por el Estado Español:

[JOSÉ S. DE ERICE] 6 September 1963

For the Kingdom of Sweden: Pour le Royaume de Suède: За Королевство Швеция: Por el Reino de Suecia:

For the Swiss Confederation: Pour la Confédération suisse: За Швейцарскую Конфедерацию: Por la Confederación Suiza: 317

For the Kingdom of Thailand: Pour le Royaume de Thailande: За Королевство Таиланд: Por el Reino de Tailandia:

For the Republic of Turkey: Pour la République turque: За Турецкую Республику: Por la República de Turquía:

For the Ukrainian Soviet Socialist Republic: Pour la République socialiste soviétique d'Ukraine: За Украинскую Советскую Социалистическую Республику: Por la República Socialista Soviética de Ucrania:

For the Union of Soviet Socialist Republics: Pour l'Union des Républiques socialistes soviétiques: За Союз Советских Социалистических Республик: Por la Unión de Repúblicas Socialistas Soviéticas:

For the United Arab Republic: Pour la République arabe unie: За Объединенную Арабскую Республику: Por la República Arabe Unida:

[HASSAN TOHAMY]
19 August 1965

For the United Kingdom of Great Britain and Northern Ireland: Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord: За Соединенное Королевство Великобритании и Северной Ирландии: Por el Reino Unido de Gran Bretaña e Irlanda del Norte:

[RONALD HOPE-JONES]
11 November 1964

For the United States of America: Pour les Etats-Unis d'Amérique: За Соединенные Штаты Америки: Por los Estados Unidos de América:

For the Republic of Venezuela: Pour la République du Venezuela: За Республику Венесуэла: Por la República de Venezuela:

For the Republic of Viet-Nam: Pour la République du Viet-Nam: За Республику Вьетнам: Por la República de Viet-Nam:

For the Socialist Federal Republic of Yugoslavia: Pour la République socialiste fédérative de Yougoslavie : За Социалистическую Федеративную Республику Югославия: Por la República Socialista Federativa de Yugoslavia:

> 21 May 1963 [VLADISLAV BRAJKOVIĆ]

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 079/01 ryo ku wa 12/07/2019 ryemeza kuba kimwe mu bihugu bihuriye ku Masezerano y'i Vienna yerekeye uburyozwe bw'ibyangijwe na nikeleyeri, yemerejwe i Vienna ku wa 21 Gicurasi 1963	Seen to be annexed to Presidential Order n° 079/01 of 12/07/2019 relating to accession to the Vienna Convention on civil liability for nuclear damage, concluded at Vienna on 21 May 1963	n° 079/01 du 12/07/2019 portant adhésion à la Convention de Vienne relative à la				
Kigali, ku wa 12/07/2019	Kigali, on 12/07/2019	Kigali, le 12/07/2019				
(sé) KAGAME Paul Perezida wa Repubulika	(sé)  KAGAME Paul  President of the Republic	(sé)  KAGAME Paul  Président de la République				
(sé) <b>Dr NGIRENTE Edouard</b> Minisitiri w'Intebe	(sé) <b>Dr NGIRENTE Edouard</b> Prime Minister	(sé) <b>Dr NGIRENTE Edouard</b> 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				

## **GUKOSORA/ CORRIGENDUM**

- Umugereka w'Iteka rya Minisitiri n° 009/MOJ/AG/19 ryo ku wa 28/06/2019 risezerera nta mpaka ba Su-Ofisiye n'Abapolisi Bato muri Polisi y'u Rwanda, ryatangajwe mu Igazeti ya Leta n° 26 yo ku wa 01/07/2019, ukosowe ku buryo bukurikira:
- Annex to the Ministerial Order n° 009/MOJ/AG/19 of 28/06/2019 dismissing without notice Non-Commissioned Officers and Low-Ranking Police
   Officers from Rwanda National Police, published in the Official Gazette n° 26 of 01/07/2019, is corrected as follows:
- Annexe à l'Arrêté Ministériel n° 009/MOJ/AG/19 du 28/06/2019 portant démission d'office des Sous Officiers et des Agents de Police de la Police Nationale du Rwanda, publié au Journal Officiel n° 26 du 01/07/2019, est corrigé comme suit :

	ANNEX TO MINISTERIAL ORDER N°	· · · ·
	009/MOJ/AG/19 OF 28/06/2019 DISMISSING	
RISEZERERA NTA MPAKA BA SU-		
OFISIYE NA BA POLICE CONSTABLES	COMMISSIONED OFFICERS AND LOW-	OFFICIERS ET DES AGENTS DE POLICE DE
MURI POLISI Y'U RWANDA	RANKING POLICE OFFICERS FROM	LA POLICE NATIONALE DU RWANDA
	RWANDA NATIONAL POLICE	
BA SU-OFISIYE N'ABAPOLISI BATO BIRUKANWE		LES SOUS-OFFICIERS ET DES AGENTS DE POLICE REVOQUES:
DIRUKANWE	DISMISSED:	TODICE RETOQUES.

SN	PN	IPETI	AMAZINA	SN	PN	RANK	NAMES	SN	PN	GRADE	NOMS
1.	01572	C/SGT	KAYIRANGA Jerome	1.	01572	C/SGT	KAYIRANGA Jerome	1.	01572	C/SGT	KAYIRANGA Jerome
2.	08790	SGT	YABARAGIYE	2.	08790	SGT	YABARAGIYE	2.	08790	SGT	YABARAGIYE
			Claudine				Claudine				Claudine
3.	05105	SGT	SAFARI Jean	3.	05105	SGT	SAFARI Jean	3.	05105	SGT	SAFARI Jean
4.	07563	SGT	NIYIMUMPA Jules	4.	07563	SGT	NIYIMUMPA Jules	4.	07563	SGT	NIYIMUMPA Jules
5.	06439	SGT	KAMANZI Edgar	5.	06439	SGT	KAMANZI Edgar	5.	06439	SGT	KAMANZI Edgar
6.	08558	SGT	NYIRAMINANI	6.	08558	SGT	NYIRAMINANI	6.	08558	SGT	NYIRAMINANI
			Theddy				Theddy				Theddy
7.	07621	SGT	NTAGANZWA	7.	07621	SGT	NTAGANZWA	7.	07621	SGT	NTAGANZWA
			Theogene				Theogene				Theogene
8.	07740	SGT	NTEZIRYAYO	8.	07740	SGT	NTEZIRYAYO	8.	07740	SGT	NTEZIRYAYO
			Aphrodis				Aphrodis				Aphrodis

9.	07332	SGT	RUTEBUKA Eugene	9.	07332	SGT	RUTEBUKA Eugene	9.	07332	SGT	RUTEBUKA Eugene
10.	04858	SGT	GATERA Innocent	10.	04858	SGT	GATERA Innocent	10.	04858	SGT	GATERA Innocent
11.	04982	SGT	RURANGIRWA	11.	04982	SGT	RURANGIRWA	11.	04982	SGT	RURANGIRWA
			Innocent				Innocent				Innocent
12.	04984	SGT	INGABIRE UWERA	12.	04984	SGT	INGABIRE UWERA	12.	04984	SGT	INGABIRE UWERA
13.	04997	SGT	MUKANKUSI Diane	13.	04997	SGT	MUKANKUSI Diane	13.	04997	SGT	MUKANKUSI Diane
14.	05091	SGT	MUSABIMANA	14.	05091	SGT	MUSABIMANA	14.	05091	SGT	MUSABIMANA
			Beathe				Beathe				Beathe
15.	05859	SGT	RUSAGARA Eric	15.	05859	SGT	RUSAGARA Eric	15.	05859	SGT	RUSAGARA Eric
16.	06149	SGT	NDAYISABA Alex	16.	06149	SGT	NDAYISABA Alex	16.	06149	SGT	NDAYISABA Alex
17.	06248	SGT	NIYONZIMA Martin	17.	06248	SGT	NIYONZIMA Martin	17.	06248	SGT	NIYONZIMA Martin
18.	06262	SGT	MUHIRE Chalbert	18.	06262	SGT	MUHIRE Chalbert	18.	06262	SGT	MUHIRE Chalbert
19.	06270	SGT	RUTABOBA Eric	19.	06270	SGT	RUTABOBA Eric	19.	06270	SGT	RUTABOBA Eric
20.	06310	SGT	NTEGANO Richard	20.	06310	SGT	NTEGANO Richard	20.	06310	SGT	NTEGANO Richard
21.	06345	SGT	GASHEMA Patrick	21.	06345	SGT	GASHEMA Patrick	21.	06345	SGT	GASHEMA Patrick
22.	06384	SGT	MUHIRE Aloys	22.	06384	SGT	MUHIRE Aloys	22.	06384	SGT	MUHIRE Aloys
23.	06432	SGT	RURANGIRWA David	23.	06432	SGT	RURANGIRWA David	23.	06432	SGT	RURANGIRWA David
24.	06619	SGT	MUGISHA Thomas	24.	06619	SGT	MUGISHA Thomas	24.	06619	SGT	MUGISHA Thomas
25.	07602	SGT	MWESIGYE Fred	25.	07602	SGT	MWESIGYE Fred	25.	07602	SGT	MWESIGYE Fred
26.	07763	SGT	KALINDA Jean Claude	26.	07763	SGT	KALINDA Jean Claude	26.	07763	SGT	KALINDA Jean Claude
27.	05356	CPL	BIZIMANA Wellars	27.	05356	CPL	BIZIMANA Wellars	27.	05356	CPL	BIZIMANA Wellars
28.	06922	CPL	MUNYEHIRWE	28.	06922	CPL	MUNYEHIRWE	28.	06922	CPL	MUNYEHIRWE
			Jonathan				Jonathan				Jonathan
29.	06984	CPL	NSHIMIYIMANA	29.	06984	CPL	NSHIMIYIMANA	29.	06984	CPL	NSHIMIYIMANA
			Hyacinthe Martin				Hyacinthe Martin				Hyacinthe Martin
			Milley				Milley				Milley
30.	07105	CPL	NSHIMIYIMANA Jean	30.	07105	CPL	NSHIMIYIMANA Jean	30.	07105	CPL	NSHIMIYIMANA Jean
			d'Amour				d'Amour				d'Amour
31.	07163	CPL	KAYISIRE Theoneste	31.	07163	CPL	KAYISIRE Theoneste	31.	07163	CPL	KAYISIRE Theoneste
32.	07230	CPL	NTIRUSHWA Gaston	32.	07230	CPL	NTIRUSHWA Gaston	32.	07230	CPL	NTIRUSHWA Gaston
33.	07634	CPL	NSANZUMUHIRE	33.	07634	CPL	NSANZUMUHIRE	33.	07634	CPL	NSANZUMUHIRE
			Charles				Charles				Charles
34.	07954	CPL	NDAYAMBAJE	34.	07954	CPL	NDAYAMBAJE	34.	07954	CPL	NDAYAMBAJE
			Philemon				Philemon				Philemon

35.	08074	CPL	NZOVU MUSAFIRI	35.	08074	CPL	NZOVU MUSAFIRI	35.	08074	CPL	NZOVU MUSAFIRI
36.	08076	CPL	MWEBAZE Emmy	36.	08076	CPL	MWEBAZE Emmy	36.	08076	CPL	MWEBAZE Emmy
37.	08100	CPL	NIRERE Vestine	37.	08100	CPL	NIRERE Vestine	37.	08100	CPL	NIRERE Vestine
38.	08167	CPL	MUSONERA Godfrey	38.	08167	CPL	MUSONERA Godfrey	38.	08167	CPL	MUSONERA Godfrey
39.	08332	CPL	NTIRENGANYA Elias	39.	08332	CPL	NTIRENGANYA Elias	39.	08332	CPL	NTIRENGANYA Elias
40.	08684	CPL	NKURIKIYINKA	40.	08684	CPL	NKURIKIYINKA	40.	08684	CPL	NKURIKIYINKA
			James				James				James
41.	08785	CPL	SHUMBA Evariste	41.	08785	CPL	SHUMBA Evariste	41.	08785	CPL	SHUMBA Evariste
42.	08824	CPL	NSENGIYUMVA Jean	42.	08824	CPL	NSENGIYUMVA Jean	42.	08824	CPL	NSENGIYUMVA Jean
			Claude				Claude				Claude
43.	08990	CPL	IKIREZI Aristide	43.	08990	CPL	IKIREZI Aristide	43.	08990	CPL	IKIREZI Aristide
44.	09128	CPL	SANGANO Julien	44.	09128	CPL	SANGANO Julien	44.	09128	CPL	SANGANO Julien
45.	09200	CPL	SHIRIMPAKA Jean	45.	09200	CPL	SHIRIMPAKA Jean	45.	09200	CPL	SHIRIMPAKA Jean
			Paul				Paul				Paul
46.	09217	CPL	HITIMANA Martin	46.	09217	CPL	HITIMANA Martin	46.	09217	CPL	HITIMANA Martin
47.	09446	CPL	NDAYISENGA Charles	47.	09446	CPL	NDAYISENGA	47.	09446	CPL	NDAYISENGA
							Charles				Charles
48.	09455	CPL	RUKUNDO Jean de	48.	09455	CPL	RUKUNDO Jean de	48.	09455	CPL	RUKUNDO Jean de
			Dieu				Dieu				Dieu
49.	09554	CPL	MASENGESHO Eric	49.	09554	CPL	MASENGESHO Eric	49.	09554	CPL	MASENGESHO Eric
50.	09637	CPL	GASASIRA Simeon	50.	09637	CPL	GASASIRA Simeon	50.	09637	CPL	GASASIRA Simeon
51.	09800	CPL	BAHEMUKIYUBUSA	51.	09800	CPL	BAHEMUKIYUBUSA	51.	09800	CPL	BAHEMUKIYUBUSA
			Bernard				Bernard				Bernard
52.	09888	CPL	NDAHUMUREMYI	52.	09888	CPL	NDAHUMUREMYI	52.	09888	CPL	NDAHUMUREMYI
			Jean Damascene				Jean Damascene				Jean Damascene
53.	10063	CPL	RUKUNDO Jean	53.	10063	CPL	RUKUNDO Jean	53.	10063	CPL	RUKUNDO Jean
			Claude				Claude				Claude
54.	10128	CPL	NDOBA James	54.	10128	CPL	NDOBA James	54.	10128	CPL	NDOBA James
55.	10135	CPL	SINDAYIHEBA Eric	55.	10135	CPL	SINDAYIHEBA Eric	55.	10135	CPL	SINDAYIHEBA Eric
56.	10138	CPL	KAGAME Appolinaire	56.	10138	CPL	KAGAME Appolinaire	56.	10138	CPL	KAGAME Appolinaire
57.	10192	CPL	NDACYAYISENGA	57.	10192	CPL	NDACYAYISENGA	57.	10192	CPL	NDACYAYISENGA
			Maurice				Maurice				Maurice
58.	11201	CPL	SHIRUMUTETO	58.	11201	CPL	SHIRUMUTETO	58.	11201	CPL	SHIRUMUTETO
			Zaitouna				Zaitouna				Zaitouna

59.	09806	CPL	GATABAZI Lauben	59.	09806	CPL	GATABAZI Lauben	59.	09806	CPL	GATABAZI Lauben
60.	11778	CPL	HODALI David	60.	11778	CPL	HODALI David	60.	11778	CPL	HODALI David
61.	07557	CPL	NTAWIHEBA Ignace	61.	07557	CPL	NTAWIHEBA Ignace	61.	07557	CPL	NTAWIHEBA Ignace
62.	11534	CPL	GIHOZO Grace	62.	11534	CPL	GIHOZO Grace	62.	11534	CPL	GIHOZO Grace
63.	11835	CPL	TUYISENGE Gilbert	63.	11835	CPL	TUYISENGE Gilbert	63.	11835	CPL	TUYISENGE Gilbert
64.	13773	CPL	SINDIKUBWABO	64.	13773	CPL	SINDIKUBWABO	64.	13773	CPL	SINDIKUBWABO
			Emmanuel				Emmanuel				Emmanuel
65.	11500	CPL	MUGABO Daniel	65.	11500	CPL	MUGABO Daniel	65.	11500	CPL	MUGABO Daniel
66.	10214	CPL	SEZIBERA Emmanuel	66.	10214	CPL	SEZIBERA Emmanuel	66.	10214	CPL	SEZIBERA Emmanuel
67.	10498	CPL	NGABIKEYE Gad	67.	10498	CPL	NGABIKEYE Gad	67.	10498	CPL	NGABIKEYE Gad
68.	10694	CPL	KAGABO Jean Pierre	68.	10694	CPL	KAGABO Jean Pierre	68.	10694	CPL	KAGABO Jean Pierre
69.	10747	CPL	MAHAMA N. Eric	69.	10747	CPL	MAHAMA N. Eric	69.	10747	CPL	MAHAMA N. Eric
70.	10778	CPL	MUGABO Elie	70.	10778	CPL	MUGABO Elie	70.	10778	CPL	MUGABO Elie
71.	10798	CPL	MUHAWENIMANA	71.	10798	CPL	MUHAWENIMANA	71.	10798	CPL	MUHAWENIMANA
			Bertin				Bertin				Bertin
72.	10809	CPL	MUHIZI Frank	72.	10809	CPL	MUHIZI Frank	72.	10809	CPL	MUHIZI Frank
73.	10907	CPL	NDAYISHIMIYE	73.	10907	CPL	NDAYISHIMIYE	73.	10907	CPL	NDAYISHIMIYE
			Daddy Prudence				Daddy Prudence				Daddy Prudence
74.	10962	CPL	NKOTANYI Alex	74.	10962	CPL	NKOTANYI Alex	74.	10962	CPL	NKOTANYI Alex
75.	11018	CPL	NTAKIRUTIMANA	75.	11018	CPL	NTAKIRUTIMANA	75.	11018	CPL	NTAKIRUTIMANA
			Louis				Louis				Louis
76.	11081	CPL	SAMVURA God	76.	11081	CPL	SAMVURA God	76.	11081	CPL	SAMVURA God
77.	11185	CPL	KAYITARE Jean	77.	11185	CPL	KAYITARE Jean	77.	11185	CPL	KAYITARE Jean
			Claude				Claude				Claude
78.	11215	CPL	BIZUMUTIMA Jean	78.	11215	CPL	BIZUMUTIMA Jean	78.	11215	CPL	BIZUMUTIMA Jean
			Baptiste				Baptiste				Baptiste
79.	11655	CPL	TUYISENGE Samson	79.	11655	CPL	TUYISENGE Samson	79.	11655	CPL	TUYISENGE Samson
80.	11993	CPL	NDIKUMUKIZA Eddy	80.	11993	CPL	NDIKUMUKIZA Eddy	80.	11993	CPL	NDIKUMUKIZA Eddy
			Elizaphan				Elizaphan				Elizaphan
81.	12063	CPL	IRANKUNDA Chantal	81.	12063	CPL	IRANKUNDA Chantal	81.	12063	CPL	IRANKUNDA Chantal
82.	12080	CPL	MUKAKALINDA	82.	12080	CPL	MUKAKALINDA	82.	12080	CPL	MUKAKALINDA
			Fabiola				Fabiola				Fabiola
83.	10676	CPL	HABYARIMANA	83.	10676	CPL	HABYARIMANA	83.	10676	CPL	HABYARIMANA
			Evariste				Evariste				Evariste

84.	10911	CPL	NDAYIZEYE	84.	10911	CPL	NDAYIZEYE	84.	10911	CPL	NDAYIZEYE
			Thedomile				Thedomile				Thedomile
85.	11541	CPL	MUJAWAYEZU Marie	85.	11541	CPL	MUJAWAYEZU Marie	85.	11541	CPL	MUJAWAYEZU Marie
			Claire				Claire				Claire
86.	18956	PC	SHYAKA Steven	86.	18956	PC	SHYAKA Steven	86.	18956	PC	SHYAKA Steven
87.	11616	PC	NDAHIRIWE Felix	87.	11616	PC	NDAHIRIWE Felix	87.	11616	PC	NDAHIRIWE Felix
88.	12526	PC	MUSABYIMANA	88.	12526	PC	MUSABYIMANA	88.	12526	PC	MUSABYIMANA
			Jeaninne				Jeaninne				Jeaninne
89.	12836	PC	KAMBANDA Joseph	89.	12836	PC	KAMBANDA Joseph	89.	12836	PC	KAMBANDA Joseph
90.	13189	PC	TUYISENGE Jean	90.	13189	PC	TUYISENGE Jean	90.	13189	PC	TUYISENGE Jean
91.	13373	PC	BIKORIMANA	91.	13373	PC	BIKORIMANA	91.	13373	PC	BIKORIMANA
			Protogene				Protogene				Protogene
92.	13504	PC	KAYIRANGA Vincent	92.	13504	PC	KAYIRANGA Vincent	92.	13504	PC	KAYIRANGA Vincent
93.	13577	PC	MUSEMAKWERI	93.	13577	PC	MUSEMAKWERI	93.	13577	PC	MUSEMAKWERI
			Patrick				Patrick				Patrick
94.	13580	PC	BAZAKURA Pascal	94.	13580	PC	BAZAKURA Pascal	94.	13580	PC	BAZAKURA Pascal
95.	13754	PC	MUKANSANGA	95.	13754	PC	MUKANSANGA	95.	13754	PC	MUKANSANGA
			Consolée				Consolée				Consolée
96.	13784	PC	MWESIGYE Godfrey	96.	13784	PC	MWESIGYE Godfrey	96.	13784	PC	MWESIGYE Godfrey
97.	13942	PC	HABYARIMANA	97.	13942	PC	HABYARIMANA	97.	13942	PC	HABYARIMANA
			Maurice				Maurice				Maurice
98.	14074	PC	MURWANASHYAKA	98.	14074	PC	MURWANASHYAKA	98.	14074	PC	MURWANASHYAKA
			Innocent				Innocent				Innocent
99.	14090	PC	SEKARIMA David	99.	14090	PC	SEKARIMA David	99.	14090	PC	SEKARIMA David
			Jerome				Jerome				Jerome
100.	14141	PC	NIYOMUGABO	100.	14141	PC	NIYOMUGABO	100.	14141	PC	NIYOMUGABO
			Augustin				Augustin				Augustin
101.	14174	PC	HACINEZA Diogene	101.	14174	PC	HACINEZA Diogene	101.	14174	PC	HACINEZA Diogene
102.	14472	PC	HABINEZA Steven	102.	14472	PC	HABINEZA Steven	102.	14472	PC	HABINEZA Steven
103.	14525	PC	HABUMUGISHA	103.	14525	PC	HABUMUGISHA	103.	14525	PC	HABUMUGISHA
			Jacques				Jacques				Jacques
104.	15167	PC	IRADUKUNDA Fidele	104.	15167	PC	IRADUKUNDA Fidele	104.		PC	IRADUKUNDA Fidele
105.	15392	PC	BIMENYIMANA	105.	15392	PC	BIMENYIMANA	105.	15392	PC	BIMENYIMANA
			Theoneste				Theoneste				Theoneste

106.	15467	PC	HABIMANA Djuma	106.	15467	PC	HABIMANA Djuma	106.	15467	PC	HABIMANA Djuma
107.	15583	PC	KARAMUZI David	107.	15583	PC	KARAMUZI David	107.	15583	PC	KARAMUZI David
108.	15793	PC	MUVANDIMWE Eric	108.	15793	PC	MUVANDIMWE Eric	108.	15793	PC	MUVANDIMWE Eric
109.	15947	PC	NKURUNZIZA	109.	15947	PC	NKURUNZIZA	109.	15947	PC	NKURUNZIZA
			Emmanuel				Emmanuel				Emmanuel
110.	16165	PC	TWAGIRAYEZU	110.	16165	PC	TWAGIRAYEZU	110.	16165	PC	TWAGIRAYEZU
			Regis				Regis				Regis
111.	16247	PC	ABIYINGOMA	111.	16247	PC	ABIYINGOMA	111.	16247	PC	ABIYINGOMA
			Godfrey				Godfrey				Godfrey
112.	16248	PC	MUTABAZI Fierst	112.	16248	PC	MUTABAZI Fierst	112.	16248	PC	MUTABAZI Fierst
113.	16250	PC	IRADUKUNDA	113.	16250	PC	IRADUKUNDA	113.	16250	PC	IRADUKUNDA
			Vincent				Vincent				Vincent
114.	16251	PC	KABARATE	114.	16251	PC	KABARATE	114.	16251	PC	KABARATE
			MBERABAGABO				MBERABAGABO				MBERABAGABO
115.	16500	PC	NSABIMANA Venuste	115.	16500	PC	NSABIMANA Venuste	115.	16500	PC	NSABIMANA Venuste
116.	16729	PC	NIYIBIZI Ismail	116.	16729	PC	NIYIBIZI Ismail	116.	16729	PC	NIYIBIZI Ismail
117.	16804	PC	MUNYANTORE	117.	16804	PC	MUNYANTORE	117.	16804	PC	MUNYANTORE
			Toussaint				Toussaint				Toussaint
118.	17548	PC	HAGENIMANA Jean	118.	17548	PC	HAGENIMANA Jean	118.	17548	PC	HAGENIMANA Jean
			Baptiste				Baptiste				Baptiste
119.	17636	PC	MUTABARUKA Paul	119.	17636	PC	MUTABARUKA Paul	119.	17636	PC	MUTABARUKA Paul
120.	18047	PC	HAKIZIMANA David	120.	18047	PC	HAKIZIMANA David	120.	18047	PC	HAKIZIMANA David
121.	18136	PC	ISHIMWE	121.	18136	PC	ISHIMWE	121.	18136	PC	ISHIMWE
			NSENGIYUMVA				NSENGIYUMVA				NSENGIYUMVA
			Christian				Christian				Christian
122.	18163	PC	KABAYIZA Evariste	122.	18163	PC	KABAYIZA Evariste	122.	18163	PC	KABAYIZA Evariste
123.	18220	PC	KAYITARE Innocent	123.	18220	PC	KAYITARE Innocent	123.	18220	PC	KAYITARE Innocent
124.	18506	PC	MUVANDIMWE Jean	124.	18506	PC	MUVANDIMWE Jean	124.	18506	PC	MUVANDIMWE Jean
			Paul				Paul				Paul
125.	18582	PC	NDAYISENGA Jean	125.	18582	PC	NDAYISENGA Jean	125.	18582	PC	NDAYISENGA Jean
			Claude				Claude				Claude
126.	18674	PC	NIYONKURU	126.	18674	PC	NIYONKURU	126.	18674	PC	NIYONKURU
			Asinapol				Asinapol				Asinapol
127.	18781	PC	NSENGIYUMVA Eric	127.	18781	PC	NSENGIYUMVA Eric	127.	18781	PC	NSENGIYUMVA Eric

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128.	19184	PC	MUNYANZIZA	128.	19184	PC	MUNYANZIZA	128.	19184	PC	MUNYANZIZA
			Emmanuel				Emmanuel				Emmanuel
129.	19268	PC	NGABO Fred	129.	19268	PC	NGABO Fred	129.	19268	PC	NGABO Fred
130.	19582	PC	NDACYAYISENGA	130.	19582	PC	NDACYAYISENGA	130.	19582	PC	NDACYAYISENGA
			Alexis				Alexis				Alexis
131.	20139	PC	MUSHUMBA Eric	131.	20139	PC	MUSHUMBA Eric	131.	20139	PC	MUSHUMBA Eric
132.	13106	PC	HARERIMANA	132.	13106	PC	HARERIMANA	132.	13106	PC	HARERIMANA
			Emmanuel				Emmanuel				Emmanuel
133.	16062	PC	NYIRANSABIMANA	133.	16062	PC	NYIRANSABIMANA	133.	16062	PC	NYIRANSABIMANA
			Esperance				Esperance				Esperance
134.	19608	PC	MUGISHA Sam	134.	19608	PC	MUGISHA Sam	134.	19608	PC	MUGISHA Sam
135.	14603	PC	RUTAGUNGIRA	135.	14603	PC	RUTAGUNGIRA	135.	14603	PC	RUTAGUNGIRA
			Olivier				Olivier				Olivier
136.	14308	PC	KAJENERI Heritier	136.	14308	PC	KAJENERI Heritier	136.	14308	PC	KAJENERI Heritier
137.	16515	PC	HABAMENSHI Eric	137.	16515	PC	HABAMENSHI Eric	137.	16515	PC	HABAMENSHI Eric
			Mark				Mark				Mark
138.	16138	PC	TUMWINE Fred	138.	16138	PC	TUMWINE Fred	138.	16138	PC	TUMWINE Fred
139.	13010	PC	MUNYANEZA Madjid	139.	13010	PC	MUNYANEZA Madjid	139.	13010	PC	MUNYANEZA Madjid
			Filmin				Filmin				Filmin
140.	13901	PC	DUSABIMANA Obed	140.	13901	PC	DUSABIMANA Obed	140.	13901	PC	DUSABIMANA Obed
141.	15379	PC	BAYIRINGIRE	141.	15379	PC	BAYIRINGIRE	141.	15379	PC	BAYIRINGIRE
			Francois				Francois				Francois
142.	17144	PC	KABANDA Andrew	142.	17144	PC	KABANDA Andrew	142.	17144	PC	KABANDA Andrew
143.	16520	PC	TUYISENGE Pascal	143.	16520	PC	TUYISENGE Pascal	143.	16520	PC	TUYISENGE Pascal
144.	12856	PC	NDAGIJIMANA	144.	12856	PC	NDAGIJIMANA	144.	12856	PC	NDAGIJIMANA
			Theophile				Theophile				Theophile
145.	18284	PC	MBERUKA Straton	145.	18284	PC	MBERUKA Straton	145.	18284	PC	MBERUKA Straton
146.	16181	PC	TWIZEYIMANA	146.	16181	PC	TWIZEYIMANA	146.	16181	PC	TWIZEYIMANA
			Abdulkarim				Abdulkarim				Abdulkarim

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Minisitiri N° 009/MOJ/AG/19 ryo ku wa 28/06/2019 risezerera nta mpaka ba Su-Ofisiye na ba Police Constables ba Polisi y'u Rwanda.

Kigali, ku wa 15/07/2019

(sé)

#### **BUSINGYE Johnston**

Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

> (sé) BUSINGYE Johnston

Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to the Ministerial Order  $n^\circ$  009/MOJ/AG/19 of 28/06/2019 dismissing without notice Non-Commissioned Officers and Police Constables of Rwanda National Police.

Kigali, on 15/07/2019

(sé)

## **BUSINGYE Johnston**

Minister of Justice/Attorney General

Seen and sealed with the Seal of the Republic:

(sé)

## **BUSINGYE Johnston**

Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Ministériel n° 009/MOJ/AG/19 du 28/06/2019 portant démission d'office des Sous-Officiers et Police Constables de la Police Nationale du Rwanda.

Kigali, le 15/07/2019

(sé)

## **BUSINGYE Johnston**

Ministre de la Justice/Garde des Sceaux

Vu et scellé du Sceau de la République:

(sé)

#### **BUSINGYE Johnston**

Ministre de la Justice/Garde des Sceaux