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A. Amategeko / Laws/ Lois

N° 016Bis/2020 ryo ku wa 07/09/2020

Itegeko rigenga serivisi z’umutekano zitangwa n’abikorera.....3

N° 016Bis/2020 of 07/09/2020

Law governing private security services3

N° 016Bis/2020 du 07/09/2020

Loi régissant les services de sécurité privés3

N° 018/2020 ryo ku wa 16/10/2020

Itegeko ryemera kwemeza burundu amasezerano y’inguzanyo hagati ya Repubulika y’u Rwanda n’Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n’inguzanyo ingana na miliyoni mirongo irindwi n’imwe za *Units of Account* (71.000.000 UA) agenewe gahunda yo gushyigikira ingengo y’imari y’u Rwanda yo guhangana n’ibibazo bya Covid-19 (RCRBS), yashyiriweho umukono i Kigali mu Rwanda, ku wa 10 Kanama 2020..... 41

N° 018/2020 of 16/10/2020

Law approving ratification of the loan agreement between the Republic of Rwanda and the African Development Fund, relating to the loan of seventy one million units of account (UA 71,000,000) for Rwanda Covid-19 crisis response budget support program (RCRBS), signed at Kigali, Rwanda on 10 August 2020..... 41

N° 018/2020 du 16/10/2020

Loi approuvant la ratification de l’Accord de prêt entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de soixante-onze million d’Unités de Compte (71.000.000 UA) pour le programme d’appui au budget du Rwanda en réponse à la crise causée par le covid-19 (RCRBS), signe à Kigali au Rwanda, le 10 août 2020.....41

B. Amateka ya Perezida/Presidential Orders/Arrêtés Présidentiels

N° 93Bis/01 ryo ku wa 21/09/2020

Iteka rya Perezida rihanagura ubusembwa ku bahoze ari ba Ofisiye ba Polisi y'u Rwanda.....69

N° 93Bis/01 of 21/09/2020

Presidential Order rehabilitating former Police Officers of the Rwanda National Police69

N° 93Bis/01 du 21/09/2020

Arrêté Présidentiel portant réhabilitation des anciens Officiers de la Police Nationale du Rwanda.....69

N° 120/01 ryo ku wa 16/10/2020

Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo irindwi n'imwe za *Units of Account* (71.000.000 UA) agenewe gahunda yo gushyigikira ingengo y'Imari y'u Rwanda yo guhangana n'ibibazo bya Covid-19 (RCRBS), yashyiriweho umukono i Kigali mu Rwanda, ku wa 10 Kanama 2020.....76

N°120/01 of 16/10/2020

Presidential Order ratifying the loan agreement between the Republic of Rwanda and the African Development Fund, relating to the loan of seventy-one million Units of Account (UA 71,000,000) for Rwanda Covid-19 crisis response budget support program (RCRBS), signed at Kigali, Rwanda, on 10 August 2020.....76

N° 120/01 du 16/10/2020

Arrêté Présidentiel ratifiant l'Accord de prêt entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de soixante-onze million d'Unités de Compte (71.000.000 UA) pour le programme d'appui au budget du Rwanda pour la réponse à la crise causée par le covid-19 (RCRBS), signé à Kigali, au Rwanda, le 10 août 2020.....76

C. Amateka ya Minisitiri/Ministerial Orders/Arrêtés Ministériels

N° 15/MOJ/AG/20 ryo ku wa 19/10/2020

Iteka rya Minisitiri rishyiraho Abahesha b'Inkiko b'Umwuga.....104

N° 15/MOJ/AG/20 of 19/10/2020

Ministerial Order appointing Professional Bailiffs104

N° 15/MOJ/AG/20 du 19/10/2020

Arrêté Ministériel portant nomination des Huissiers de Justice Professionnels.....104

N° 16/MOJ/AG/20 ryo ku wa 19/10/2020

Iteka rya Minisitiri ryirukana burundu Abahesha b'Inkiko b'Umwuga112

N° 16/MOJ/AG/20 of 19/10/2020

Ministerial Order dismissing Professional Court Bailiffs.....112

N° 16/MOJ/AG/20 du 19/10/2020

Arrêté Ministériel portant révocation des Huissiers de Justice Professionnel.....112

<p>ITEGEKO N° 16Bis/2020 RYO KU WA 07/09/2020 RIGENGA SERIVISI Z'UMUTEKANO N'ABIKORERA</p>	<p>LAW N° 16Bis/2020 OF 07/09/2020 GOVERNING PRIVATE SECURITY SERVICES</p>	<p>LOI N° 16Bis/2020 DU 07/09/2020 RÉGISSANT LES SERVICES DE SÉCURITÉ PRIVÉS</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIÈRES</u></p>
<p><u>UMUTWE WA MBERE: INGINGO RUSANGE</u></p>	<p><u>CHAPTER ONE: GENERAL PROVISIONS</u></p>	<p><u>CHAPITRE PREMIER : DISPOSITIONS GÉNÉRALES</u></p>
<p><u>Ingingo ya mbere: Icyo iri tegeko rigamije</u></p>	<p><u>Article One: Purpose of this Law</u></p>	<p><u>Article premier : Objet de la présente loi</u></p>
<p><u>Ingingo ya 2: Ibisobanuro by'amagambo</u></p>	<p><u>Article 2: Definitions</u></p>	<p><u>Article 2 : Définitions des termes</u></p>
<p><u>Ingingo ya 3: Serivisi z'umutekano zitangwa n'abikorera</u></p>	<p><u>Article 3: Private security services</u></p>	<p><u>Article 3 : Services de sécurité privés</u></p>
<p><u>Ingingo ya 4: Utanga serivisi z'umutekano zitangwa n'abikorera</u></p>	<p><u>Article 4: Private security service provider</u></p>	<p><u>Article 4 : Prestataire de services de sécurité privés</u></p>
<p><u>Ingingo ya 5: Urwego rufite ububasha bwo gutanga icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera</u></p>	<p><u>Article 5: Organ with the authority to issue a licence to provide private security services</u></p>	<p><u>Article 5: Organe habilité à délivrer le permis de prestation de services de sécurité privés</u></p>
<p><u>UMUTWE WA II: GUSABA ICYEMEZO CYO GUTANGA SERIVISI Z'UMUTEKANO N'ABIKORERA</u></p>	<p><u>CHAPTER II: APPLICATION FOR A LICENCE TO PROVIDE PRIVATE SECURITY SERVICES</u></p>	<p><u>CHAPITRE II : DEMANDE DE PERMIS DE PRESTATION DE SERVICES DE SÉCURITÉ PRIVÉS</u></p>
<p><u>Ingingo ya 6: Gusaba icyemezo cyo kwiyandikisha mu gutanga serivisi</u></p>	<p><u>Article 6: Application for a certificate to provide private security services</u></p>	<p><u>Article 6 : Demande d'attestation de prestation de services de sécurité privés</u></p>

<p>z'umutekano zitangwa n'abikorera</p> <p><u>Ingingo ya 7:</u> Amategeko shingiro agenga utanga serivisi z'umutekano zitangwa n'abikorera</p> <p><u>Ingingo ya 8:</u> Ibisabwa kugira ngo umuntu ajye mu nzego z'ubuyobozi</p> <p><u>Ingingo ya 9:</u> Ibisabwa umuntu ushaka kuba umukozi ushinzwe kurinda umutekano muri serivisi z'umutekano zitangwa n'abikorera</p> <p><u>Ingingo ya 10:</u> Igihe ntarengwa cyo kwiandikisha mu gusubiza usaba icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera</p> <p><u>Ingingo ya 11:</u> icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera</p> <p><u>Ingingo ya 12:</u> Igihe ntarengwa cyo gutanga igisubizo ku busabe bw'icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera</p> <p><u>Ingingo ya 13:</u> Kwerekana ibikoresho by'ibanze byo kurinda umutekano</p> <p><u>Ingingo ya 14:</u> Kwemerera usaba wo mu kindi gihugu gutanga serivisi z'umutekano</p>	<p><u>Article 7:</u> Statutes governing a private security service provider</p> <p><u>Article 8:</u> Requirements for membership of the management organs</p> <p><u>Article 9:</u> Requirements for becoming a security guard within private security services</p> <p><u>Article 10:</u> Time limit for response to the applicant for a certificate to provide private security services</p> <p><u>Article 11:</u> Licence to provide private security services</p> <p><u>Article 12:</u> Time limit for response to the application for a licence to provide private security services</p> <p><u>Article 13:</u> Presentation of basic security equipment</p> <p><u>Article 14:</u> Authorisation for a foreign applicant to provide private security</p>	<p><u>Article 7 :</u> Statuts régissant un prestataire de services de sécurité privés</p> <p><u>Article 8 :</u> Conditions pour être membre des organes de direction</p> <p><u>Article 9 :</u> Conditions pour être agent de sécurité au sein des services de sécurité privés</p> <p><u>Article 10 :</u> Délai prescrit pour répondre au requérant d'attestation de prestation de services de sécurité privés</p> <p><u>Article 11 :</u> Permis de prestation de services de sécurité privés</p> <p><u>Article 12 :</u> Délai prescrit pour répondre à la demande de permis de prestation de services de sécurité privés</p> <p><u>Article 13 :</u> Présentation des équipements de base de sécurité</p> <p><u>Article 14 :</u> Autorisation de prestation de services de sécurité privés au Rwanda pour</p>
---	--	--

<p>zitangwa n’abikorera mu Rwanda</p> <p><u>Ingingo ya 15:</u> Imiterere y’icyemezo gitangwa na Polisi y’u Rwanda</p> <p><u>Ingingo ya 16:</u> Guhinduka k’uwahawe icyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera</p> <p><u>Ingingo ya 17:</u> Kwamburwa icyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera gitangwa na Polisi y’u Rwanda</p> <p><u>Ingingo ya 18:</u> Kumenyeshwa iyamburwa ry’icyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera</p> <p><u>Ingingo ya 19:</u> Ubujurire ku iyamburwa ry’icyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera</p> <p><u>UMUTWE WA III: AMAHUGURWA Y’UMUKOZI USHINZWE KURINDA UMUTEKANO</u></p> <p><u>Ingingo ya 20:</u> Amahugurwa y’ibanze ku bijyanye n’umutekano</p> <p><u>Ingingo ya 21:</u> icyemezo cy’amahugurwa y’ibanze</p> <p><u>Ingingo ya 22:</u> Amahugurwa yihariye</p>	<p>services in Rwanda</p> <p><u>Article 15:</u> Nature of licence issued by Rwanda National Police</p> <p><u>Article 16:</u> Change of the holder of a licence to provide private security services</p> <p><u>Article 17:</u> Revocation of a licence to provide private security services issued by Rwanda National Police</p> <p><u>Article 18:</u> Notification of revocation of a licence to provide private security services</p> <p><u>Article 19:</u> Appeal against the revocation of a licence to provide private security services</p> <p><u>CHAPTER III: TRAINING OF A SECURITY GUARD</u></p> <p><u>Article 20:</u> Initial security training</p> <p><u>Article 21:</u> Initial training certificate</p> <p><u>Article 22:</u> Special or advanced security</p>	<p>un requérant étranger</p> <p><u>Article 15 :</u> Nature de permis délivré par la Police nationale du Rwanda</p> <p><u>Article 16 :</u> Changement de titulaire d’un permis de prestation de services de sécurité privés</p> <p><u>Article 17:</u> Révocation d’un permis de prestation de services de sécurité privés délivré par la Police nationale du Rwanda</p> <p><u>Article 18:</u> Notification de la révocation d’un permis de prestation de services de sécurité privés</p> <p><u>Article 19:</u> Recours contre la révocation du permis de prestation de services de sécurité privés</p> <p><u>CHAPITRE III: FORMATION D’UN AGENT DE SÉCURITÉ</u></p> <p><u>Article 20:</u> Formation initiale en matière de sécurité</p> <p><u>Article 21:</u> Certificat de formation initiale</p> <p><u>Article 22:</u> Formation spéciale ou avancée</p>
---	---	--

<p>cyangwa yisumbuye ku bijyanye n'umutekano</p> <p><u>Ingingo ya 23:</u> Ikiguzi cy'amahugurwa</p> <p>UMUTWE WA IV: IMIKORERE Y'UTANGA SERIVISI Z'UMUTEKANO ZITANGWA N'ABIKORERA N'IMIKORANIRE YE NA POLISI Y'U RWANDA</p> <p><u>Icyiciro cya mbere:</u> Imikorere y'utanga serivisi z'umutekano zitangwa n'abikorera</p> <p><u>Ingingo ya 24:</u> Ibirango by'utanga serivisi z'umutekano zitangwa n'abikorera</p> <p><u>Ingingo ya 25:</u> Umwambaro w'abakozi bashinzwe kurinda umutekano</p> <p><u>Ingingo ya 26:</u> Ikoreshwa ry'intwari</p> <p><u>Ingingo ya 27:</u> Imitangire y'amasoko y'ibikoresho by'umutekano</p> <p><u>Ingingo ya 28:</u> Gutanga serivisi z'umutekano zitangwa n'abikorera hanze y'u Rwanda</p> <p><u>Ingingo ya 29:</u> Amategeko agenga abakozi</p>	<p>training</p> <p><u>Article 23:</u> Cost of the training</p> <p>CHAPTER IV: FUNCTIONING OF A PRIVATE SECURITY SERVICE PROVIDER AND ITS COLLABORATION WITH RWANDA NATIONAL POLICE</p> <p><u>Section One:</u> Functioning of a private security service provider</p> <p><u>Article 24:</u> Signs of a private security service provider</p> <p><u>Article 25:</u> Uniform of security guards</p> <p><u>Article 26:</u> Use of arms</p> <p><u>Article 27:</u> Procurement procedures of security equipment</p> <p><u>Article 28:</u> Providing private security services outside Rwanda</p> <p><u>Article 29:</u> Legislation governing employees</p>	<p>en matière de sécurité</p> <p><u>Article 23:</u> Coût de la formation</p> <p>CHAPITRE IV: FONCTIONNEMENT D'UN PRESTATAIRE DE SERVICES DE SÉCURITÉ PRIVÉS ET SA COLLABORATION AVEC LA POLICE NATIONALE DU RWANDA</p> <p><u>Section première:</u> Fonctionnement d'un prestataire de services de sécurité privés</p> <p><u>Article 24:</u> Signes d'un prestataire de services de sécurité privés</p> <p><u>Article 25 :</u> Uniforme des agents de sécurité</p> <p><u>Article 26 :</u> Utilisation d'armes</p> <p><u>Article 27 :</u> Procédures de passation de marchés des équipements de la sécurité</p> <p><u>Article 28 :</u> Prestation de services de sécurité privés en dehors du Rwanda</p> <p><u>Article 29 :</u> Législation régissant les employés</p>
--	---	---

<p><u>Iciviro cya 2:</u> Imikoranire y’utanga serivisi z’umutekano zitangwa n’abikorera na Polisi y’u Rwanda</p> <p><u>Ingingo ya 30:</u> Imikoranire mu micungire y’abakozi</p> <p><u>Ingingo ya 31:</u> Gutanga raporo no guhererekanya amakuru</p> <p><u>Ingingo ya 32:</u> Kugaragaza umukozi ushinzwe kurinda umutekano woherejwe mu kazi no kumenyekanisha utakikarimo</p> <p><u>UMUTWE WA V: IGENZURA, AMAKOSA, IBYAHA N’IBIHANO</u></p> <p><u>Iciviro cya mbere:</u> Igenzura</p> <p><u>Ingingo ya 33:</u> Igenzura ry’utanga serivisi z’umutekano zitangwa n’abikorera</p> <p><u>Ingingo ya 34:</u> Raporo y’igenzura</p> <p><u>Iciviro cya 2:</u> Amakosa n’ibihano byo mu rwego rw’ubutegetsi</p> <p><u>Ingingo ya 35:</u> Gukora nta cyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera gitangwa na Polisi y’u Rwanda</p> <p><u>Ingingo ya 36:</u> Gukorera ku cyemezo cyo</p>	<p><u>Section 2:</u> Collaboration between a private security service provider and Rwanda National Police</p> <p><u>Article 30:</u> Collaboration in terms of human resource management</p> <p><u>Article 31:</u> Reporting and exchange of information</p> <p><u>Article 32:</u> Indicating a deployed security guard and reporting a security guard who is no longer employed</p> <p><u>CHAPTER V: INSPECTION, FAULTS, OFFENCES AND SANCTIONS</u></p> <p><u>Section One:</u> Inspection</p> <p><u>Article 33:</u> Inspection of a private security service provider</p> <p><u>Article 34:</u> Inspection report</p> <p><u>Section 2:</u> Faults and administrative sanctions</p> <p><u>Article 35:</u> Operating without a licence to provide private security services issued by Rwanda National Police</p> <p><u>Article 36:</u> Operating on an expired licence</p>	<p><u>Section 2:</u> Collaboration entre un prestataire de services de sécurité privés et la Police nationale du Rwanda</p> <p><u>Article 30:</u> Collaboration en termes de gestion des ressources humaines</p> <p><u>Article 31:</u> Rapport et échange d’informations</p> <p><u>Article 32:</u> Indication d’un agent de sécurité déployé et déclaration de celui qui n’est plus en service</p> <p><u>CHAPITRE V: INSPECTION, FAUTES, INFRACTIONS ET SANCTIONS</u></p> <p><u>Section première :</u> Inspection</p> <p><u>Article 33 :</u> Inspection d’un prestataire de services de sécurité privés</p> <p><u>Article 34 :</u> Rapport d’inspection</p> <p><u>Section 2 :</u> Fautes et sanctions administratives</p> <p><u>Article 35 :</u> Opérer sans permis de prestation de services de sécurité privés délivré par la Police nationale du Rwanda</p> <p><u>Article 36 :</u> Opérer sur base d’un permis de</p>
--	---	---

<p>gutanga serivisi z'umutekano zitangwa n'abikorera cyarengaje igihe</p> <p><u>Ingingo ya 37:</u> Gukoresha umukozi ushinzwe kurinda umutekano utaremejwe</p> <p><u>Ingingo ya 38:</u> Gukoresha umukozi ushinzwe kurinda umutekano utarahuguwe</p> <p><u>Ingingo ya 39:</u> Kutagira ibikoresho by'ibanze bikoreshwa mu kurinda umutekano</p> <p><u>Ingingo ya 40:</u> Isubirakosa</p> <p><u>Ingingo ya 41:</u> Itangwa ry'ibihano byo mu rwego rw'ubutegetsi</p> <p><u>Ingingo ya 42:</u> Ubujurire ku bihano byo mu rwego rw'ubutegetsi</p> <p><u>Icyiciro cya 3:</u> Ibyaha n'ibihano</p> <p><u>Ingingo ya 43:</u> Guhana uhagarariye ukora nta cyemezo</p> <p><u>Ingingo ya 44:</u> Gutanga amakuru atari yo</p> <p>UMUTWE WA VI: INGINGO Y'INZIBACYUHO N'IZISOZA</p> <p><u>Ingingo ya 45:</u> Igihe cy'inzibacyuho</p>	<p>to provide private security services</p> <p><u>Article 37:</u> Employment of a non-vetted security guard</p> <p><u>Article 38:</u> Employment of an untrained security guard</p> <p><u>Article 39:</u> Not having basic security equipment</p> <p><u>Article 40:</u> Recidivism</p> <p><u>Article 41:</u> Imposition of administrative sanctions</p> <p><u>Article 42:</u> Appeal against administrative sanctions</p> <p><u>Section 3:</u> Offences and penalties</p> <p><u>Article 43:</u> Penalty against a representative of a person operating without a licence</p> <p><u>Article 44:</u> Making misrepresentations</p> <p>CHAPTER VI: TRANSITIONAL AND FINAL PROVISIONS</p> <p><u>Article 45:</u> Transitional period</p>	<p>prestation de services de sécurité privés expiré</p> <p><u>Article 37 :</u> Emploi d'un agent de sécurité non approuvé</p> <p><u>Article 38 :</u> Emploi d'un agent de sécurité non formé</p> <p><u>Article 39 :</u> Ne pas disposer d'équipements de base de sécurité</p> <p><u>Article 40:</u> Récidive</p> <p><u>Article 41 :</u> Imposition de sanctions administratives</p> <p><u>Article 42 :</u> Recours contre les sanctions administratives</p> <p><u>Section 3 :</u> Infractions et peines</p> <p><u>Article 43 :</u> Peine contre un représentant d'une personne opérant sans permis</p> <p><u>Article 44 :</u> Faire de fausses déclarations</p> <p>CHAPITRE VI: DISPOSITIONS TRANSITOIRES ET FINALES</p> <p><u>Article 45 :</u> Période transitoire</p>
--	--	--

<p><u>Ingingo ya 46:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p><u>Ingingo ya 47:</u> Ivanwaho ry'Itegeko n'ingingo z'amategeko zinyuranyije n'iri tegeko</p> <p><u>Ingingo ya 48:</u> Igihe iri tegeko ritangirira gukurikizwa</p>	<p><u>Article 46:</u> Drafting, consideration and adoption of this Law</p> <p><u>Article 47:</u> Repealing provision</p> <p><u>Article 48:</u> Commencement</p>	<p><u>Article 46 :</u> Initiation, examen et adoption de la présente loi</p> <p><u>Article 47 :</u> Disposition abrogatoire</p> <p><u>Article 48 :</u> Entrée en vigueur</p>
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<p>ITEGEKO N° 16Bis/2020 RYO KU WA 07/09/2020 RIGENGA SERIVISI Z'UMUTEKANO ZITANGWA N'ABIKORERA</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBURIKA Y'U RWANDA</p> <p>Umutwe w'Abadepite, mu nama yawo yo ku wa 03 Kanama 2020;</p> <p>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 106, iya 120, iya 121, iya 122 n'iya 176;</p> <p>Isubiye ku Itegeko n°31/2014 ryo ku wa 19/08/2014 rigenga ibigo by'abikorera bitanga serivisi z'umutekano;</p> <p>YEMEJE:</p>	<p>LAW N° 16Bis/2020 OF 07/09/2020 GOVERNING PRIVATE SECURITY SERVICES</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>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</p> <p>The Chamber of Deputies, in its sitting of 3 August 2020;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 106, 120, 121, 122 and 176;</p> <p>Having reviewed Law n° 31/2014 of 19/08/2014 governing private security service providers;</p> <p>ADOPTS:</p>	<p>LOI N° 16Bis/2020 DU 07/09/2020 RÉGISSANT LES SERVICES DE SÉCURITÉ PRIVÉS</p> <p>Nous, KAGAME Paul, Président de la République ;</p> <p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p> <p>La Chambre des Députés, en sa séance du 3 août 2020 ;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 106, 120, 121, 122 et 176 ;</p> <p>Revu la Loi n° 31/2014 du 19/08/2014 régissant les prestataires de sécurité privés ;</p> <p>ADOPTE :</p>
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UMUTWE WA MBERE: INGINGO RUSANGE	CHAPTER ONE: GENERAL PROVISIONS	CHAPITRE PREMIER : DISPOSITIONS GÉNÉRALES
<u>Ingingo ya mbere: Icyo iri tegeko rigamije</u>	<u>Article One: Purpose of this Law</u>	<u>Article premier : Objet de la présente loi</u>
Iri tegeko rigenga serivisi z’umutekano zitangwa n’abikorera.	This Law governs private security services.	La présente loi régit les services de sécurité privés.
<u>Ingingo ya 2: Ibisobanuro by’amagambo</u>	<u>Article 2: Definitions</u>	<u>Article 2 : Définitions des termes</u>
Muri iri tegeko, amagambo akurikira afite ibisobanuro bikurikira:	As used in this Law, the terms below have the following meanings:	Aux fins de la présente loi, les termes ci-après ont les significations suivantes:
1° ikirango: ikimenyetso icyo ari cyo cyose gituma umuntu atitiranyaga utanga serivisi z’umutekano zitangwa n’abikorera n’undi, abakozi b’utanga serivisi z’umutekano zitangwa n’abikorera n’ab’undi igihe bari mu kazi cyangwa ibikoresheye n’iby’undi;	1° sign: any mark that allows to distinguish between a private security service provider and another, between employees of a private security service provider and those of another while on duty or between its equipment and that of another;	1° signe : toute marque permettant de ne pas confondre un prestataire de services de sécurité privé avec un autre, les employés d’un prestataire de services de sécurité privé avec ceux d’un autre pendant leur service ou ses équipements avec ceux d’un autre;
2° Minisitiri: Minisitiri ufite Polisi y’u Rwanda mu nshingano;	2° Minister: the Minister in charge of Rwanda National Police;	2° Ministre : Ministre ayant la Police nationale du Rwanda dans ses attributions ;
3° umurinzi ugendanwa: umukozi w’utanga serivisi z’umutekano zitangwa n’abikorera ushinzwe kugenda hafi y’uwo arinda;	3° bodyguard: an employee of a private security service provider assigned to escort a person for whom he or she provides protection;	3° garde du corps: employé d’un prestataire de services de sécurité privé qui est chargé d’escorter une personne dont il assure la protection;
4° urwego rubifitiye ububasha: urwego rw’Igihugu rushinzwe kwandika	4° competent organ: the national organ responsible for the registration of a company	4° organe compétent: organe national chargé de l’enregistrement d’une société

<p>sosiyete y'ubucuruzi cyangwa koperative.</p> <p><u>Ingingo ya 3: Serivisi z'umutekano zitangwa n'abikorera</u></p> <p>Serivisi z'umutekano zitangwa n'abikorera zigizwe n'ibikorwa byo kurinda umutekano birimo ibi bikurikira:</p> <ol style="list-style-type: none"> 1° gutanga umurinzi ugandanwa; 2° kurinda umutungo wimukanwa cyangwa utimukanwa; 3° gutanga inama ku kurinda umutekano cyangwa ku mikoreshereze y'ibikoresho birinda umutekano; 4° guhugura ku byerekeye gukoresha intwari no kurinda umutekano; 5° gukora ibikorwa bigamije kurinda ituze n'umudendeze mu ngo, ahakorera imirimo, ku nyubako zikorwamo imikino n'imyidagaduro n'ahandi hantu hahurira abantu benshi; 6° gushyira ibikoresho birinda umutekano ahantu hagomba kurindwa, kubyitaho no kubisana; 	<p>or cooperative.</p> <p><u>Article 3: Private security services</u></p> <p>Private security services consist of security operations, including the following:</p> <ol style="list-style-type: none"> 1 ° providing a bodyguard; 2 ° protecting movable or immovable property; 3 ° providing advice on the maintenance of security or use of security equipment; 4 ° providing training on the use of arms and maintenance of security; 5 ° carrying out activities designed to maintain order and tranquillity of households, workplaces, sports and leisure premises and other public places; 6 ° installing security equipment in places to be protected, maintaining and repairing it; 	<p>commerciale ou d'une coopérative.</p> <p><u>Article 3 : Services de sécurité privés</u></p> <p>Les services de sécurité privés comprennent les opérations de sécurité, y compris les suivantes:</p> <ol style="list-style-type: none"> 1° fournir un garde du corps; 2° protéger les biens meubles ou immeubles; 3° donner des conseils sur le maintien de la sécurité ou sur l'utilisation d'équipements de sécurité; 4° dispenser une formation sur l'utilisation d'armes et sur le maintien de la sécurité; 5° mener des activités visant à assurer l'ordre et la tranquillité des ménages, des lieux de travail, des locaux de sports et de loisirs et d'autres lieux publics; 6° installer des équipements de sécurité dans les lieux à protéger, les entretenir et les réparer ;
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<p>7° gukurikirana no kwita ku bimenyetso bitangwa n'ibikoresho byo kurinda umutekano.</p> <p>Iteka rya Minisitiri rigena uko ibikorwa byo kurinda umutekano bishyirwa mu bikorwa.</p> <p>Iteka rya Minisitiri rishobora kugena ibindi bikorwa byo kurinda umutekano.</p> <p><u>Ingingo ya 4: Utanga serivisi z'umutekano zitangwa n'abikorera</u></p> <p>Utanga serivisi z'umutekano zitangwa n'abikorera ni sosiyete y'ubucuruzi cyangwa koperative byanditse hakurikijwe amategeko abigenga.</p> <p>Uwifuzza kuba utanga serivisi z'umutekano zitangwa n'abikorera abanza gusaba Umuyobozi Mukuru wa Polisi y'u Rwanda icyemezo kimufasha kwiyandikisha mu rwego rubifitiye ububasha.</p> <p>Icyemezo kivugwa mu gika cya 2 cy'iyi ngingo kigira agaciro k'iminsi cumi n'itanu (15).</p>	<p>7° monitoring and take account of signals transmitted by security equipment.</p> <p>An Order of the Minister determines modalities for the implementation of security operations.</p> <p>An Order of the Minister may determine other security operations.</p> <p><u>Article 4: Private security service provider</u></p> <p>A private security service provider is a company or cooperative registered in accordance with relevant legislation.</p> <p>A person who wishes to provide private security services first applies to the Inspector General of Rwanda National Police for a certificate that enables him or her to register with the competent organ.</p> <p>The certificate referred to in Paragraph 2 of this Article is valid for fifteen (15) days.</p>	<p>7° faire le suivi et prendre en compte les signaux émis par les équipements de sécurité.</p> <p>Un arrêté du Ministre détermine les modalités de mise en œuvre des opérations de sécurité.</p> <p>Un arrêté du Ministre peut déterminer d'autres opérations de sécurité.</p> <p><u>Article 4 : Prestataire de services de sécurité privés</u></p> <p>Un prestataire de services de sécurité privés est une société commerciale ou une coopérative enregistrée conformément à la législation en la matière.</p> <p>Une personne qui désire prester les services de sécurité privés demande auprès de l'Inspecteur général de la Police nationale du Rwanda une attestation préalable lui permettant de se faire enregistrer auprès de l'organe compétent.</p> <p>L'attestation visée à l'alinéa 2 du présent article est valable pour quinze (15) jours.</p>
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<p><u>Ingingo ya 5: Urwego rufite ububasha bwo gutanga icyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera</u></p> <p>Polisi y’u Rwanda ni rwo rwego rufite ububasha bwo gutanga icyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera.</p> <p>UMUTWE WA II: GUSABA ICYEMEZO CYO GUTANGA SERIVISI Z’UMUTEKANO ZITANGWA N’ABIKORERA</p> <p><u>Ingingo ya 6: Gusaba icyemezo cyo kwiandikisha mu gutanga serivisi z’umutekano zitangwa n’abikorera</u></p> <p>Usaba icyemezo cyo kwiandikisha mu gutanga serivisi z’umutekano zitangwa n’abikorera yandikira Umuyobozi Mukuru wa Polisi y’u Rwanda ibaruwa iherekejwe n’ibi bikurikira:</p> <p>1° amategeko shingiro amugenga ariho umukono wa noteri;</p> <p>2° inyandiko igaragaza aho icyicaro gikuru gihereye na aderesi yacyo yuzuye;</p> <p>3° inyandiko igaragaza amazina y’uhagarariye usaba icyemezo cyo gutanga serivisi z’umutekano zitangwa</p>	<p><u>Article 5: Organ with the authority to issue a licence to provide private security services</u></p> <p>Rwanda National Police is the sole organ with the authority to issue a licence to provide private security services.</p> <p>CHAPTER II: APPLICATION FOR A LICENCE TO PROVIDE PRIVATE SECURITY SERVICES</p> <p><u>Article 6: Application for a certificate to provide private security services</u></p> <p>An applicant for a certificate to provide private security services submits an application to the Inspector General of Rwanda National Police that is accompanied by the following:</p> <p>1° notarized statutes governing the applicant;</p> <p>2° a document indicating the location and full address of the head office;</p> <p>3° a document indicating the names of the legal representative of the applicant for a licence to provide private security</p>	<p><u>Article 5: Organe habilité à délivrer le permis de prestation de services de sécurité privés</u></p> <p>La Police nationale du Rwanda est le seul organe habilité à délivrer le permis de prestation de services de sécurité privés.</p> <p>CHAPITRE II: DEMANDE DE PERMIS DE PRESTATION DE SERVICES DE SÉCURITÉ PRIVÉS</p> <p><u>Article 6: Demande d’attestation de prestation de services de sécurité privés</u></p> <p>Un requérant d’attestation de prestation de services de sécurité privés adresse à l’Inspecteur général de la Police nationale du Rwanda une lettre de demande accompagnée de ce qui suit :</p> <p>1° statuts notariés régissant le requérant ;</p> <p>2° document indiquant le lieu et l’adresse complète du siège social;</p> <p>3° document indiquant les noms du représentant légal du requérant de permis de prestation de services de sécurité privés</p>
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<p>n'abikorera imbere y'amategeko n'umwungirije, imirimo bashinzwe, aho babarizwa n'imyirondoro yabo yuzuye kandi nibura umwe muri bo agomba kuba afite ubwenegihugu nyarwanda;</p>	<p>services and those of his or her deputy, their functions, address and full curriculum vitae and one of them must at least be of Rwandan nationality;</p>	<p>et ceux de son adjoint, leurs fonctions, adresses et curriculum vitae complet et l'un d'entre eux doit au moins être de nationalité rwandaise;</p>
<p>4° icyemezo cy'uko uhagarariye usaba icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera imbere y'amategeko n'umwungirije batakiwe burundu igihano cy'igifungo kingana cyangwa kirenze amezi atandatu (6);</p>	<p>4° a criminal record certificate of the legal representative of the applicant for a licence to provide private security services and that of his or her deputy indicating, as appropriate, that neither of them has been definitively sentenced to a term of imprisonment of six (6) months or more;</p>	<p>4° extrait de casier judiciaire du représentant légal du requérant de permis de prestation de services de sécurité privés et celui de son adjoint indiquant que, selon le cas, ni l'un ni l'autre n'a été définitivement condamné à une peine d'emprisonnement supérieure ou égale à six (6) mois ;</p>
<p>5° inyandiko igaragaza gahunda y'ibikorwa bya serivisi z'umutekano usaba icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera ateganya gukora;</p>	<p>5° a document of action plan of security services that the applicant for a licence to provide private security services intends to carry out;</p>	<p>5° document de plan d'action des services de sécurité que le requérant de permis de prestation de services de sécurité privés entend réaliser;</p>
<p>6° inyandiko igaragaza umutungo w'usaba icyemezo ufite agaciro kagenwa n'iteka rya Minisitiri;</p>	<p>6° a document indicating the assets of the licence applicant whose value is determined by an Order of the Minister;</p>	<p>6° document indiquant les avoirs du requérant de permis dont la valeur est déterminée par arrêté du Ministre;</p>
<p>7° inyandiko igaragaza ko inyubako ikorerwamo nk'icyicaro gikuru cy'usaba icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera yujuje ibiteganywa n'amategeko y'inyubakire;</p>	<p>7° a document indicating that the building housing the head office of the applicant for a licence to provide private security services meets the requirements of the building code;</p>	<p>7° document indiquant que le bâtiment abritant le siège social du requérant de permis de prestation de services de sécurité privés répond aux exigences du code de construction ;</p>

<p>8° inyandiko igaragaza ikigo cy'amahugurwa cy'usaba icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera cyujuje ibisabwa bigenwa na Polisi y'u Rwanda cyangwa amasezerano afitanye n'ikigo cy'amahugurwa cyemewe na Polisi y'u Rwanda;</p> <p>9° igitabo gikubiyemo inyigisho z'abatozwa n'imyirondoro y'abarimu bazitanga byujuje ibisabwa bigenwa na Polisi y'u Rwanda;</p> <p>10° amategeko ngengamikorere yujuje ibisabwa bigenwa na Polisi y'u Rwanda.</p> <p>Iteka rya Minisitiri rishobora kugena ibindi bisabwa usaba icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera agomba kuzuzwa.</p> <p><u>Ingingo ya 7: Amategeko shingiro agenga utanga serivisi z'umutekano zitangwa n'abikorera</u></p> <p>Bitabangamiye ibiteganywa n'andi mategeko, utanga serivisi z'umutekano zitangwa n'abikorera agomba kugira amategeko shingiro amugenga agaragaza</p>	<p>8° a document indicating a training centre of the applicant for a licence to provide private security services that fulfils requirements determined by Rwanda National Police or an agreement the applicant has with a training centre recognised by Rwanda National Police;</p> <p>9° a training syllabus and trainers' curriculum vitae satisfying standards determined by Rwanda National Police;</p> <p>10° internal rules and regulations meeting standards determined by Rwanda National Police.</p> <p>An Order of the Minister may determine other requirements an applicant for a licence to provide private security services must fulfil.</p> <p><u>Article 7: Statutes governing a private security service provider</u></p> <p>Without prejudice to other legal provisions, a private security service provider must have statutes that indicate at least the following:</p>	<p>8° document indiquant un centre de formation du requérant de permis de prestation de services de sécurité privés remplissant les conditions déterminées par la Police nationale du Rwanda ou un accord qu'il a avec un centre de formation reconnu par la Police nationale du Rwanda;</p> <p>9° syllabus de formation et curriculum vitae des formateurs satisfaisant aux normes déterminées par la Police nationale du Rwanda;</p> <p>10° règlement d'ordre intérieur satisfaisant aux normes déterminées par la Police nationale du Rwanda.</p> <p>Un arrêté du Ministre peut déterminer d'autres conditions que le requérant de permis de prestation de services de sécurité privés doit remplir.</p> <p><u>Article 7 : Statuts régissant un prestataire de services de sécurité privés</u></p> <p>Sans préjudice d'autres dispositions légales, un prestataire de services de sécurité privés doit avoir des statuts qui indiquent au moins ce qui suit :</p>
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<p>nibura ibi bikurikira:</p> <p>1° izina ry'utanga serivisi z'umutekano zitangwa n'abikorera;</p> <p>2° intego y'utanga serivisi z'umutekano zitangwa n'abikorera;</p> <p>3° ibikorwa by'utanga serivisi z'umutekano zitangwa n'abikorera;</p> <p>4° imiterere y'inzego z'ubuyobozi, amashami, ububasha n'inshingano za buri rwego;</p> <p>5° imbonerahamwe y'imyanya y'imirimo n'ibishingirwaho kugira ngo umukozi ashwirwe mu mwanya, azamurwe mu ntera n'uko akurwa mu mwanya;</p> <p>6° abagize inzego z'ubuyobozi n'igihe manda yabo imara;</p> <p>7° ibishingirwaho kugira ngo umuntu abe umwe mu bagize urwego rw'ubuyobozi n'uko abitakaza;</p> <p>8° inkomoko n'ibigize umutungo w'utanga serivisi z'umutekano zitangwa n'abikorera.</p>	<p>1° the name of the private security service provider;</p> <p>2° the mission of the private security service provider;</p> <p>3° activities of the private security service provider;</p> <p>4° administrative structure, branches, competence and responsibilities of each organ;</p> <p>5° organisational structure and criteria for placement, promotion and dismissal of an employee;</p> <p>6° members of the management organs and the duration of their term of office;</p> <p>7° conditions for acquisition and loss of membership of the management organ;</p> <p>8° the source and composition of the property of the private security service provider.</p>	<p>1° nom du prestataire de services de sécurité privés;</p> <p>2° mission du prestataire de services de sécurité privés;</p> <p>3° activités du prestataire de services de sécurité privés;</p> <p>4° structure administrative, branches, compétence et attributions de chaque organe;</p> <p>5° cadre organique et critères de placement, promotion et révocation d'un employé;</p> <p>6° membres des organes de direction et durée de leur mandat;</p> <p>7° conditions d'acquisition et de perte de la qualité de membre de l'organe de direction;</p> <p>8° source et composition du patrimoine du prestataire de services de sécurité privés.</p>
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<u>Ingingo ya 8: Ibisabwa kugira ngo umuntu ajye mu nzego z'ubuyobozi</u>	<u>Article 8: Requirements for membership of the management organs</u>	<u>Article 8 : Conditions pour être membre des organes de direction</u>
<p>Bitabangamiye ibiteganywa n'andi mategeko, umuntu ujya mu nzego z'ubuyobozi agomba kuba:</p>	<p>Without prejudice to other legal provisions, a person must fulfil the following in order to be a member of the management organs:</p>	<p>Sans préjudice d'autres dispositions légales, une personne doit, pour être membre des organes de direction, remplir ce qui suit :</p>
<p>1° afite nibura imyaka cumi n'umunani (18) y'amavuko;</p>	<p>1° be at least eighteen (18) years of age;</p>	<p>1° être âgé d'au moins dix-huit (18) ans;</p>
<p>2° afite nibura impamyabumenyi y'icyiciro cya kabiri (2) cya kaminuza n'uburambe bw'imyaka itanu (5) mu buyobozi iyo ari umuyobozi mukuru, afite nibura uburambe bw'imyaka itanu (5) mu bijyanye no gucunga umutekano iyo ari umuyobozi mukuru wungirije;</p>	<p>2° have at least a bachelor's degree and five (5) years of experience in management if he or she serves as the managing director, have at least five (5) years of experience in security-related services if he or she serves as the deputy managing director;</p>	<p>2° avoir au moins un diplôme de licence et cinq (5) ans d'expérience en matière de direction s'il est directeur général, avoir une expérience d'au moins cinq (5) ans dans les services liés à la sécurité s'il est directeur général adjoint;</p>
<p>3° atarahamwe n'icyaha cya jenocide, icy'ingengabitekerezo ya jenocide, icy'ivangura cyangwa icyo gukurura amacakubiri ayo ari yo yose;</p>	<p>3° not have been convicted of the crime of genocide, genocide ideology, discrimination or any form of sectarianism;</p>	<p>3° ne pas avoir été condamné pour crime de génocide, d'idéologie du génocide, de discrimination ou de toute forme de sectarisme ;</p>
<p>4° atakatiwe burundu igihano cy'igifungo kingana cyangwa kirenze amezi atandatu (6).</p>	<p>4° not have been definitively sentenced to a term of imprisonment of six (6) months or more.</p>	<p>4° ne pas avoir été définitivement condamné à une peine d'emprisonnement supérieure ou égale à six (6) mois.</p>
<p>Iteka rya Minisitiri rishobora kugena ibindi bisabwa abajya mu nzego z'ubuyobozi bagomba kuba bujuje.</p>	<p>An Order of the Minister may determine other requirements members of the management organs must fulfil.</p>	<p>Un arrêté du Ministre peut déterminer d'autres conditions que les membres des organes de direction doivent remplir.</p>

<p>Ingingo ya 9: Ibisabwa umuntu ushaka kuba umukozi ushinzwe kurinda umutekano muri serivisi z’umutekano zitangwa n’abikorera</p> <p>Umuntu ushaka kuba umukozi ushinzwe kurinda umutekano muri serivisi z’umutekano zitangwa n’abikorera agomba kuba:</p> <p>1° ari Umunyarwanda;</p> <p>2° afite nibura imyaka cumi n’umunani (18) y’amavuko;</p> <p>3° afite icyemezo cy’uko atakatiwe igifungo kingana cyangwa kirengeje amezi atandatu (6);</p> <p>4° afite ubuzima buzira umuze byemejwe na muganga wemewe na Leta;</p> <p>5° azi gusoma no kwandika.</p>	<p>Article 9: Requirements for becoming a security guard within private security services</p> <p>A person who wishes to be a security guard within private security services must:</p> <p>1° be of Rwandan nationality;</p> <p>2° be at least eighteen (18) years of age;</p> <p>3° have a criminal record certificate indicating that he or she has not been sentenced to a term of imprisonment of six (6) months or more.</p> <p>4° be in good health as certified by a recognised medical doctor;</p> <p>5° be able to read and write.</p>	<p>Article 9 : Conditions pour être agent de sécurité au sein des services de sécurité privés</p> <p>Une personne qui désire être agent de sécurité au sein des services de sécurité privés doit :</p> <p>1° être de nationalité rwandaise;</p> <p>2° être âgé d’au moins dix-huit (18) ans;</p> <p>3° avoir un extrait de casier judiciaire indiquant qu’elle n’a pas été condamnée à une peine d’emprisonnement supérieure ou égale à six (6) mois ;</p> <p>4° être en bonne santé tel qu’attesté par un médecin agréé ;</p> <p>5° savoir lire et écrire.</p>
<p>Ingingo ya 10: Igihe ntarengwa cyo gusubiza usaba icyemezo cyo kwiwandikisha mu gutanga serivisi z’umutekano zitangwa n’abikorera</p> <p>Umuyobozi Mukuru wa Polisi y’u Rwanda asubiza mu nyandiko usaba icyemezo cyo kwiwandikisha mu gutanga serivisi</p>	<p>Article 10: Time limit for response to the applicant for a certificate to provide private security services</p> <p>The Inspector General of Rwanda National Police responds in writing to the applicant for the certificate to provide private security</p>	<p>Article 10 : Délai prescrit pour répondre au requérant d’attestation de prestation de services de sécurité privés</p> <p>L’Inspecteur général de la Police nationale du Rwanda répond par écrit au requérant d’attestation de prestation de services de</p>

<p>z'umutekano zitangwa n'abikorera mu gihe kitarenze iminsi mirongo itandatu (60) y'akazi uherye umunsi yakiriye ubusabe bwuzuye, akamuha igisubizo cyamufasha kwiyandikisha mu rwego rubifitiye ububasha.</p> <p>Iyo usaba icyemezo cyo kwiyandikisha mu gutanga serivisi z'umutekano zitangwa n'abikorera atishimiye igisubizo yahawe n'Umuyobozi Mukuru wa Polisi y'u Rwanda, ashobora kujuririra icyo gisubizo Minisitiri mu gihe kitarenze iminsi cumi n'itanu (15) y'akazi uherye umunsi yagihereyeho, Minisitiri akamusubiza mu nyandiko mu gihe kitarenze iminsi cumi n'itanu (15) y'akazi uherye umunsi yakiriye ubujurire.</p> <p><u>Ingingo ya 11: Icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera</u></p> <p>Nyuma yo kwandikwa n'urwego rubifitiye ububasha, usaba icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera yandikira Umuyobozi Mukuru wa Polisi y'u Rwanda ibaruwa amusaba icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera, iherekejwe n'icyemezo cy'iyandikwa yahawe n'urwego rubifitiye ububasha.</p>	<p>services within sixty (60) working days from the date of receipt of a complete application, and gives him or her a response that may enable him or her to register with the competent organ.</p> <p>In case the applicant for a certificate to provide private security services is not satisfied with the response given by the Inspector General of Rwanda National Police, he or she may appeal against the response to the Minister within fifteen (15) working days from the date of receipt of the response and the Minister, in turn, responds to him or her in writing within fifteen (15) working days from the date of receipt of the appeal.</p> <p><u>Article 11: Licence to provide private security services</u></p> <p>Once the competent organ has registered him or her, the applicant for a licence to provide private security services sends to the Inspector General of Rwanda National Police a letter of application for a licence to provide private security services accompanied by a registration certificate issued to him or her by the competent organ.</p>	<p>sécurité privés endéans les soixante (60) jours ouvrables à compter du jour de réception du dossier complet de demande, et lui donne une réponse pouvant lui permettre de se faire enregistrer auprès de l'organe compétent.</p> <p>Si le requérant d'attestation de prestation de services de sécurité privés n'est pas satisfait de la réponse donnée par l'Inspecteur général de la Police nationale du Rwanda, il peut faire recours contre cette réponse auprès du Ministre endéans les quinze (15) jours ouvrables à compter du jour de réception de cette dernière et le Ministre, à son tour, lui répond par écrit endéans les quinze (15) jours ouvrables à compter du jour de réception du recours.</p> <p><u>Article 11 : Permis de prestation de services de sécurité privés</u></p> <p>Une fois que l'organe compétent l'a enregistré, le requérant de permis de prestation de services de sécurité privés adresse à l'Inspecteur général de la Police nationale du Rwanda une lettre de demande de permis de prestation de services de sécurité privés accompagnée d'un certificat d'enregistrement lui délivré par l'organe compétent.</p>
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<p><u>Ingingo ya 12:</u> Igihe ntarengwa cyo gutanga igisubizo ku busabe bw'icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera</p> <p>Umuyobozi Mukuru wa Polisi y'u Rwanda asubiza mu nyandiko usaba icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera mu gihe kitarenze iminsi cumi n'itanu (15) y'akazi uherye umunsi yakiriye ubusabe.</p> <p><u>Ingingo ya 13:</u> Kwerekana ibikoresho by'ibanze byo kurinda umutekano</p> <p>Mbere yo gutangira gutanga serivisi z'umutekano zitangwa n'abikorera, uwahawe icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera yerekana ibikoresho by'ibanze byo kurinda umutekano.</p> <p>Iteka rya Minisitiri rivugwa mu gika cya 2 cy'ingingo ya 3 y'iri tegeko rigena kandi ibikoresho by'ibanze byo kurinda umutekano.</p> <p><u>Ingingo ya 14:</u> Kwemerera usaba wo mu kindi gihugu gutanga serivisi z'umutekano zitangwa n'abikorera mu Rwanda</p> <p>Bitabangamiye inyungu z'u Rwanda, umutekano warwo ndetse n'amasezerano</p>	<p><u>Article 12:</u> Time limit for response to the application for a licence to provide private security services</p> <p>The Inspector General of Rwanda National Police sends a written response to the applicant for a licence to provide private security services within fifteen (15) working days from the date of receipt of the application.</p> <p><u>Article 13:</u> Presentation of basic security equipment</p> <p>The holder of a licence to provide private security services presents basic security equipment prior to starting providing private security services.</p> <p>An Order of the Minister referred to in Paragraph 2 of Article 3 of this Law also determines the basic security equipment.</p> <p><u>Article 14:</u> Authorisation for a foreign applicant to provide private security services in Rwanda</p> <p>Without prejudice to the interests of Rwanda, its security and international treaties ratified by</p>	<p><u>Article 12 :</u> Délai prescrit pour répondre à la demande de permis de prestation de services de sécurité privés</p> <p>L'Inspecteur général de la Police nationale du Rwanda adresse une réponse écrite au requérant de permis de prestation de services de sécurité privés endéans les quinze (15) jours ouvrables à compter du jour de réception de la demande.</p> <p><u>Article 13 :</u> Présentation des équipements de base de sécurité</p> <p>Avant de commencer à prêter les services de sécurité privés, le titulaire d'un permis de prestation de services de sécurité privés présente les équipements de base de sécurité.</p> <p>Un arrêté du Ministre visé à l'alinéa 2 de l'article 3 de la présente loi détermine également les équipements de base de sécurité.</p> <p><u>Article 14 :</u> Autorisation de prestation de services de sécurité privés au Rwanda pour un requérant étranger</p> <p>Sans préjudice des intérêts du Rwanda, de sa sécurité et des traités internationaux ratifiés par</p>
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<p>mpuzamahanga u Rwanda rwemeje burundu, usaba gutanga serivisi z’umutekano zitangwa n’abikorera wo mu kindi gihugu ashobora kwemererwa gukorera mu Rwanda hashingiwe ku biteganywa n’iri tegeko.</p> <p><u>Ingingo ya 15: Imiterere y’icyemezo gitangwa na Polisi y’u Rwanda</u></p> <p>Polisi y’u Rwanda itanga icyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera, kigaragaza ubwoko bwa serivisi z’umutekano ugihawe yemerewe gutanga.</p> <p>Icyemezo kivugwa mu gika cya mbere cy’iyi ngingo kigira agaciro mu gihe cy’imyaka itanu (5) ishobora kongerwa bisabwe mu nyandiko n’uwagihawe, nyuma yo kongera gukorera igenzura.</p> <p><u>Ingingo ya 16: Guhinduka k’uwahawe icyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera</u></p> <p>Iyo utanga serivisi z’umutekano zitangwa n’abikorera wahawe icyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera gitangwa na Polisi y’u Rwanda ahindutse, umusimbuye agomba kuzuza ibiteganywa n’iri tegeko kugira ngo yemererwe gukomeza gukora ibikorwa byo gutanga izo serivisi.</p>	<p>Rwanda, a foreign applicant who wishes to provide private security services can be authorised to operate in Rwanda in accordance with the provisions of this Law.</p> <p><u>Article 15: Nature of licence issued by Rwanda National Police</u></p> <p>Rwanda National Police issues a licence to provide private security services, indicating the type of security services the holder thereof is allowed to provide.</p> <p>The licence referred to in Paragraph One of this Article is valid for five years (5) renewable at the written request of the holder thereof after he or she is subjected to a new vetting.</p> <p><u>Article 16: Change of the holder of a licence to provide private security services</u></p> <p>When the holder of a licence to provide private security services issued by Rwanda National Police changes, the new holder must fulfil the requirements provided for by this Law in order to be authorised to take over the provision of such services.</p>	<p>le Rwanda, un requérant étranger qui désire prester les services de sécurité privés peut être autorisé à opérer au Rwanda conformément aux dispositions de la présente loi.</p> <p><u>Article 15 : Nature de permis délivré par la Police nationale du Rwanda</u></p> <p>La Police nationale du Rwanda délivre un permis de prestation de services de sécurité privés, indiquant le type de services de sécurité que son titulaire est autorisé à prester.</p> <p>Le permis visé à l’alinéa premier du présent article est valable pour une période de cinq (5) ans renouvelable à la demande écrite du titulaire après que ce dernier ait fait l’objet d’une nouvelle vérification.</p> <p><u>Article 16 : Changement de titulaire d’un permis de prestation de services de sécurité privés</u></p> <p>Lorsque le titulaire d’un permis de prestation de services de sécurité privés délivré par la Police nationale du Rwanda change, le nouveau titulaire doit remplir les conditions prévues par la présente loi pour être autorisé à prendre la relève de la prestation de ces services.</p>
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Ingingo ya 17: Kwamburwa icyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera gitangwa na Polisi y’u Rwanda	Article 17: Revocation of a licence to provide private security services issued by Rwanda National Police	Article 17: Révocation d’un permis de prestation de services de sécurité privés délivré par la Police nationale du Rwanda
<p>Icyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera gitangwa na Polisi y’u Rwanda cyamburwa uwagihawe kubera imwe mu mpamvu zikurikira:</p>	<p>A licence to provide private security services issued by Rwanda National Police is revoked for any of the following reasons:</p>	<p>Un permis de prestation de services de sécurité privés délivré par la Police nationale du Rwanda est révoqué pour l’un des motifs suivants :</p>
<p>1° kurenza igihe kingana n’amezi atandatu (6) adakora;</p>	<p>1° to exceed a period of six (6) months without operating;</p>	<p>1° dépasser une période de six (6) mois sans fonctionner;</p>
<p>2° kubera impamvu z’umutekano w’Igihugu;</p>	<p>2° national security;</p>	<p>2° la sécurité nationale ;</p>
<p>3° kudakosora ibyo yasabwe mu igenzura;</p>	<p>3° to fail to implement remedial actions as required by inspection;</p>	<p>3° défaut de mettre en œuvre les actions correctives requises par l’inspection ;</p>
<p>4° kudashyira mu bikorwa igihano yahawe;</p>	<p>4° to fail to execute an imposed sanction;</p>	<p>4° la non-exécution d’une sanction imposée;</p>
<p>5° kwihanizwa na Polisi y’u Rwanda mu nyandiko inshuro eshatu (3) zikurikiranya mu gihe kitarenze amezi atandatu (6) ku mpamvu zo kudatangira igihe raporo cyangwa amakuru asabwa na Polisi y’u Rwanda;</p>	<p>5° to receive from Rwanda National Police three (3) consecutive written warnings in a period of six (6) months for failure to timely provide reports or information required by Rwanda National Police;</p>	<p>5° recevoir, au cours d’une période de six (6) mois, trois (3) avertissements écrits consécutifs de la Police nationale du Rwanda pour défaut de fournir à temps les rapports ou informations requis par la Police nationale du Rwanda;</p>
<p>6° gukoresha abakozi batemejwe na Polisi y’u Rwanda;</p>	<p>6° to use employees having not been vetted by Rwanda National Police;</p>	<p>6° utiliser des employés n’ayant pas été approuvés par la Police nationale du Rwanda;</p>
<p>7° kuba atacyubahiriza ibyashyingiweho ahabwa icyemezo;</p>	<p>7° failure to continue to comply with requirements on basis of which the</p>	<p>7° ne plus se conformer aux conditions sur base desquelles le permis a été délivré;</p>

<p>8° kuba uwagihawe yatanze amakuru atari ukuri mu gihe yasabaga guhabwa icyo cyemezo cyangwa ko cyongererwa igihe.</p> <p><u>Ingingo ya 18: Kumenyeshwa iyamburwa ry'icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera</u></p> <p>Iyo utanga serivisi z'umutekano zitangwa n'abikorera yambuwe icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera, Polisi y'u Rwanda ibimenyeshya mu nyandiko uwo bireba na rubanda, mu gihe cy'amasaha mironko ine n'umunani (48) bimaze kwemezwa.</p> <p>Utanga serivisi z'umutekano zitangwa n'abikorera wambuwe icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera ahagarika ibikorwa byose byo kurinda umutekano mu gihe kitarenze iminsi mironko itatu (30) y'akazi.</p> <p><u>Ingingo ya 19: Ubujurire ku iyamburwa ry'icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera</u></p> <p>Iyo utanga serivisi z'umutekano zitangwa n'abikorera atishimiye icyemezo cyafashwe na Polisi y'u Rwanda cyo kumwambura icyemezo</p>	<p>licence was granted;</p> <p>8° misrepresentations made by the holder thereof in applying for the licence or renewal thereof.</p> <p><u>Article 18: Notification of revocation of a licence to provide private security services</u></p> <p>When the licence of a private security service provider is revoked, Rwanda National Police gives written notice thereof to the person concerned and the public within forty-eight (48) hours of the revocation decision.</p> <p>A private security service provider whose licence to provide private security services is revoked puts an end to all security operations within thirty (30) working days.</p> <p><u>Article 19: Appeal against the revocation of a licence to provide private security services</u></p> <p>When the holder of a licence to provide private security services is not satisfied with the decision by Rwanda National Police to</p>	<p>8° fausses déclarations par son titulaire lors de la demande de permis ou de son renouvellement.</p> <p><u>Article 18: Notification de la révocation d'un permis de prestation de services de sécurité privés</u></p> <p>Lorsque le permis d'un prestataire de services de sécurité privés est révoqué, la Police nationale du Rwanda le notifie par écrit à la personne concernée et au public endéans les quarante-huit (48) heures suivant la décision de révocation.</p> <p>Le prestataire de services de sécurité privés dont le permis de prestation de services de sécurité privés est révoqué met fin à toutes les opérations de sécurité dans un délai de trente (30) jours ouvrables.</p> <p><u>Article 19: Recours contre la révocation du permis de prestation de services de sécurité privés</u></p> <p>Lorsque le titulaire d'un permis de prestation de services de sécurité privés n'est pas satisfait de la décision prise par la Police nationale du</p>
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<p>cyo gutanga serivisi z'umutekano zitangwa n'abikorera, ashobora kujuririra Minisitiri, mu gihe kitarenze iminsi irindwi (7) y'akazi ibarwa uherye umunsi yabimenyesherejwe mu nyandiko.</p> <p>Minisitiri asubiza mu nyandiko uwatanze ubujurire mu gihe kitarenze iminsi cumi n'itanu (15) y'akazi uherye umunsi yakiriye ubujurire.</p> <p><u>UMUTWE WA III: AMAHUGURWA Y'UMUKOZI USHINZWE KURINDA UMUTEKANO</u></p> <p><u>Ingingo ya 20: Amahugurwa y'ibanze ku bijyanye n'umutekano</u></p> <p>Mbere y'uko umukozi mushya ushinzwe kurinda umutekano wemejwe na Polisi y'u Rwanda atangira imirimo ye, ahabwa amahugurwa y'ibanze ku bijyanye n'umutekano amara nibura igihe cy'amezi atatu (3).</p> <p>Amahugurwa y'ibanze avugwa mu gika cya mbere cy'iyi ngingo atangwa n'ikigo cy'amahugurwa cyemewe na Polisi y'u Rwanda. Polisi y'u Rwanda igenzura itangwa ry'ayo mahugurwa.</p>	<p>revoke his or her licence to provide private security services, he or she may appeal to the Minister within seven (7) working days from the date of his or her being notified thereof in writing.</p> <p>The Minister responds in writing to the person so appealing within fifteen (15) working days from the date of receipt of the appeal.</p> <p><u>CHAPTER III: TRAINING OF A SECURITY GUARD</u></p> <p><u>Article 20: Initial security training</u></p> <p>Before a new security guard vetted by Rwanda National Police takes up his or her duties, he or she receives initial security training of at least three (3) months.</p> <p>The initial training referred to in Paragraph One of this Article is provided by a centre recognised by Rwanda National Police. Rwanda National Police monitors the conduct of such training.</p>	<p>Rwanda de révoquer son permis de prestation de services de sécurité privés, il peut faire recours auprès du Ministre endéans les sept (7) jours ouvrables à compter du jour de la notification qui lui en est faite par écrit.</p> <p>Le Ministre répond par écrit à l'auteur du recours endéans les quinze (15) jours ouvrables à compter du jour de réception du recours.</p> <p><u>CHAPITRE III: FORMATION D'UN AGENT DE SÉCURITÉ</u></p> <p><u>Article 20: Formation initiale en matière de sécurité</u></p> <p>Avant qu'un nouvel agent de sécurité approuvé par la Police nationale du Rwanda ne commence ses fonctions, il reçoit une formation initiale en matière de sécurité d'au moins trois (3) mois.</p> <p>La formation initiale visée à l'alinéa premier du présent article est dispensée par un centre reconnu par la Police nationale du Rwanda. La Police nationale du Rwanda fait le suivi du déroulement de cette formation.</p>
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<p>Iteka rya Minisitiri rigena amahugurwa y'ibanze ahabwa umukozi mushya ushinzwe kurinda umutekano.</p> <p><u>Ingingo ya 21:</u> icyemezo cy'amahugurwa y'ibanze</p> <p>Umukozi ushinzwe kurinda umutekano ushoje amahugurwa y'ibanze ku bijyanye n'umutekano abiharerwa icyemezo na Polisi y'u Rwanda.</p> <p>Umukozi ushinzwe kurinda umutekano wahawe icyemezo kivugwa mu gika cya mbere cy'iyi ngingo ashobora kucyerekana k'utanga serivisi z'umutekano zitangwa n'abikorera uwo ari we wese kugira ngo ahabwe akazi, atabanje gukora andi mahugurwa nk'ayo yaherewe icyo cyemezo.</p> <p>Polisi y'u Rwanda ishobora kwambura umukozi ushinzwe kurinda umutekano wahawe icyemezo kivugwa mu gika cya mbere cy'iyi ngingo, iyo yakoze amakosa akomeye y'imyitwarire.</p> <p>Umukozi ushinzwe kurinda umutekano wambuwe icyemezo kivugwa mu gika cya mbere cy'iyi ngingo ashobora gusaba, mu nyandiko, Polisi y'u Rwanda gusubizwa icyo cyemezo, agaragaza ko yahinduye imyitwarire. Polisi y'u Rwanda imaze gusuzuma ubusabe</p>	<p>An Order of the Minister determines the initial training given to a new security guard.</p> <p><u>Article 21:</u> Initial training certificate</p> <p>A security guard who completes initial security training is awarded a certificate by Rwanda National Police.</p> <p>A security guard with a certificate referred to in Paragraph One of this Article can present it to any private security service provider to get hired without undergoing another training similar to that having led to the certificate he or she possesses.</p> <p>Rwanda National Police can revoke the certificate referred to in Paragraph One of this Article issued to the security guard if he or she commits acts of gross misconduct.</p> <p>A security guard whose certificate referred to in Paragraph One of this Article is revoked can apply in writing to Rwanda National Police for the return of his/her certificate justifying the way in which he or she has changed his or her behaviour. Rwanda National Police may, after</p>	<p>Un arrêté du Ministre détermine la formation initiale dispensée à un nouvel agent de sécurité.</p> <p><u>Article 21:</u> Certificat de formation initiale</p> <p>Un agent de sécurité qui termine la formation initiale en matière de sécurité se voit décerner un certificat par la Police nationale du Rwanda.</p> <p>Un agent de sécurité ayant un certificat visé à l'alinéa premier du présent article peut le présenter à tout prestataire de services de sécurité privés pour l'embaucher sans subir une autre formation similaire à celle sanctionnée par le certificat dont il dispose.</p> <p>La Police nationale du Rwanda peut révoquer le certificat de formation visé à l'alinéa premier du présent article délivré à un agent de sécurité si ce dernier commet des fautes graves d'inconduite.</p> <p>Un agent de sécurité dont le certificat visé à l'alinéa premier du présent article est révoqué peut, par écrit, demander à la Police nationale du Rwanda, sa restitution, en justifiant la façon dont il a changé sa conduite. La Police nationale du Rwanda peut, après examen de sa</p>
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<p>bwe ishobora kumusubiza icyo cyemezo.</p> <p><u>Ingingo ya 22:</u> Amahugurwa yihariye cyangwa yisumbuye ku bijyanye n’umutekano</p> <p>Umukozi ushinzwe kurinda umutekano usanzwe ari mu kazi ko gutanga serivisi z’umutekano zitangwa n’abikorera ashobora guhabwa amahugurwa yihariye cyangwa yisumbuye mu bijyanye n’umutekano kugira ngo yongererwe ubushobozi n’ubumenyi.</p> <p>Amahugurwa avugwa mu gika cya mbere cy’iyi ngingo ashobora gutangwa na Polisi y’u Rwanda cyangwa ikigo cy’amahugurwa cyemewe na Polisi y’u Rwanda cyaba icyo mu Rwanda cyangwa icyo mu mahanga.</p> <p>Iyo ari amahugurwa yo gukoresha intwari, utanga serivisi z’umutekano zitangwa n’abikorera abisabira uruhushya mu nyandiko Polisi y’u Rwanda nibura iminsi mirongo itatu (30) mbere yuko amahugurwa atangira.</p> <p>Inyandiko isaba uruhushya ivugwa mu gika cya gatatu cy’iyi ngingo igomba kugaragaza aho amahugurwa azatangirwa, imyirondoro y’abazahugurwa n’iy’abazahugura.</p>	<p>consideration of the application, return the certificate to him or her.</p> <p><u>Article 22:</u> Special or advanced security training</p> <p>A security guard who is already hired to perform private security services can receive special or advanced security training to strengthen his or her capacities and skills.</p> <p>The training referred to in Paragraph One of this Article may be offered by Rwanda National Police or any other centre based in Rwanda or abroad recognised by Rwanda National Police.</p> <p>If the training relates to the use of arms, a private security service provider applies for an authorisation pertaining thereto in writing to Rwanda National Police within at least thirty (30) days before the beginning of the training.</p> <p>The application for authorisation referred to in Paragraph 3 of this Article must indicate the venue of training, identification of trainees and that of trainers.</p>	<p>demande, lui restituer son certificat.</p> <p><u>Article 22:</u> Formation spéciale ou avancée en matière de sécurité</p> <p>Un agent de sécurité qui est déjà embauché pour exécuter les services de sécurité privés peut bénéficier d’une formation spéciale ou avancée en matière de sécurité pour renforcer ses capacités et compétences.</p> <p>La formation visée à l’alinéa premier du présent article peut être dispensée par la Police nationale du Rwanda ou tout autre centre basé au Rwanda ou à l’étranger reconnu par la Police nationale du Rwanda.</p> <p>S’il s’agit d’une formation sur l’utilisation d’armes, un prestataire de services de sécurité privés en fait une demande d’autorisation par écrit auprès de la Police nationale du Rwanda trente (30) jours au moins avant le début de la formation.</p> <p>La lettre de demande d’autorisation visée à l’alinéa 3 du présent article doit indiquer le lieu de la formation, l’identification des personnes à former et celle des formateurs.</p>
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<p>Iyo ubu busabe bwemewe, Polisi y'u Rwanda ikurikiranira hafi aya mahugurwa.</p> <p><u>Ingingo ya 23: Ikiguzi cy'amahugurwa</u></p> <p>Ikiguzi cy'amahugurwa yose atanzwe na Polisi y'u Rwanda cyangwa ikigo cy'amahugurwa cyemewe na Polisi y'u Rwanda cyishyurwa n'utanga serivisi z'umutekano zitangwa n'abikorera wayasabye.</p> <p><u>UMUTWE WA IV: IMIKORERE Y'UTANGA SERIVISI Z'UMUTEKANO ZITANGWA N'ABIKORERA N'IMIKORANIRE YE NA POLISI Y'U RWANDA</u></p> <p><u>Icyiciro cya mbere: Imikorere y'utanga serivisi z'umutekano zitangwa n'abikorera</u></p> <p><u>Ingingo ya 24: Ibirango by'utanga serivisi z'umutekano zitangwa n'abikorera</u></p> <p>Utanga serivisi z'umutekano zitangwa n'abikorera agira ibirango bye byihariye bitandukanya:</p> <p>1° utanga serivisi z'umutekano zitangwa n'abikorera n'undi ukora iyo mirimo;</p>	<p>In case the application is granted, Rwanda National Police closely monitors the training.</p> <p><u>Article 23: Cost of the training</u></p> <p>The cost of any training provided by Rwanda National Police or a training centre recognised by Rwanda National Police is borne by the private security service provider having requested the training.</p> <p><u>CHAPTER IV: FUNCTIONING OF A PRIVATE SECURITY SERVICE PROVIDER AND ITS COLLABORATION WITH RWANDA NATIONAL POLICE</u></p> <p><u>Section One: Functioning of a private security service provider</u></p> <p><u>Article 24: Signs of a private security service provider</u></p> <p>A private security service provider has its own signs that distinguish:</p> <p>1° one private security service provider from another providing the same services;</p>	<p>Dans le cas d'une suite favorable à cette demande, la Police nationale du Rwanda suit de près cette formation.</p> <p><u>Article 23: Coût de la formation</u></p> <p>Le coût de toute formation dispensée par la Police nationale du Rwanda ou un centre de formation reconnu par la Police nationale du Rwanda est payé par le prestataire de services de sécurité privés ayant requis la formation.</p> <p><u>CHAPITRE IV: FONCTIONNEMENT D'UN PRESTATAIRE DE SERVICES DE SÉCURITÉ PRIVÉS ET SA COLLABORATION AVEC LA POLICE NATIONALE DU RWANDA</u></p> <p><u>Section première: Fonctionnement d'un prestataire de services de sécurité privés</u></p> <p><u>Article 24: Signes d'un prestataire de services de sécurité privés</u></p> <p>Un prestataire de services de sécurité privés dispose de ses propres signes qui distinguent :</p> <p>1° un prestataire de services de sécurité privés d'un autre prestataire fournissant les mêmes services;</p>
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<p>2° abakozi b'utanga serivisi z'umutekano zitangwa n'abikorera n'ab'undi ukora iyo mirimo;</p> <p>3° ibikoresho by'utanga serivisi z'umutekano zitangwa n'abikorera n'iby'undi ukora iyo mirimo.</p> <p><u>Ingingo ya 25: Umwambaro w'abakozi bashinzwe kurinda umutekano</u></p> <p>Iteka rya Minisitiri rivugwa mu ngingo ya 20 y'iri tegeko rigena kandi ibijyanye n'umwambaro w'abakozi bashinzwe kurinda umutekano b'utanga serivisi z'umutekano zitangwa n'abikorera.</p> <p><u>Ingingo ya 26: Ikoreshwa ry'intwaro</u></p> <p>Utanga serivisi z'umutekano zitangwa n'abikorera yubahiriza ibiteganywa n'amategeko abigenga kugira ngo abone uruhushya rwo gutunga, kugendana no gukoresha intwaro.</p> <p>Bitabangamiye ibiteganywa n'itegeko ryerekeye intwaro, utanga serivisi z'umutekano zitangwa n'abikorera akoresha intwaro zitandukanye n'iz'inzego zishinzwe kurinda Igihugu n'umutekano zikoresha. Izo ntwaro zigomba kuba zanditswe muri Polisi</p>	<p>2° employees of a private security service provider from those of another providing the same services;</p> <p>3° equipment of a private security service provider from that of another providing the same services.</p> <p><u>Article 25: Uniform of security guards</u></p> <p>An Order of the Minister referred to in Article 20 of this Law also determines the uniform of security guards of a private security service provider.</p> <p><u>Article 26: Use of arms</u></p> <p>A private security service provider complies with the provisions of relevant legislation before being licensed to possess, carry and use arms.</p> <p>Without prejudice to the provisions of the Law relating to arms, a private security service provider uses arms different from those used by national defence and security organs. Those arms must be registered with Rwanda National Police.</p>	<p>2° les employés d'un prestataire de services de sécurité privés de ceux d'un autre prestataire fournissant les mêmes services;</p> <p>3° les équipements d'un prestataire de services de sécurité privés de ceux d'un autre prestataire fournissant les mêmes services.</p> <p><u>Article 25 : Uniforme des agents de sécurité</u></p> <p>Un arrêté du Ministre visé à l'article 20 de la présente loi détermine également l'uniforme d'agents de sécurité d'un prestataire de services de sécurité privés.</p> <p><u>Article 26 : Utilisation d'armes</u></p> <p>Le prestataire de services de sécurité privés se conforme aux dispositions de la législation en la matière avant de se faire délivrer un permis de possession, de port et d'utilisation d'armes.</p> <p>Sans préjudice des dispositions de la loi régissant les armes, le prestataire de services de sécurité privés utilise les armes différentes de celles utilisées par les organes nationaux de défense et de sécurité. Ces armes doivent être enregistrées auprès de la Police nationale du</p>
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<p>y'u Rwanda.</p> <p>Polisi y'u Rwanda igenzura ibikorwa byose bigendanye n'iyakirwa ry'intwaro. Ishobora kandi kugirana n'utanga serivisi z'umutekano zitangwa n'abikorera amasezerano yerekeranye n'itizwa cyangwa igura ry'intwaro.</p> <p><u>Ingingo ya 27: Imitangire y'amasoko y'ibikoresho by'umutekano</u></p> <p>Mu itangwa ry'amasoko y'ibikoresho by'umutekano, utanga serivisi z'umutekano zitangwa n'abikorera ntashobora kwemererwa na Polisi y'u Rwanda guha isoko ikigo cyahejwe mu masoko ya Leta cyangwa gikemangwa.</p> <p>Ku bijyanye no kugura intwaro, utanga serivisi z'umutekano zitangwa n'abikorera akorana n'ibigo by'ubucuruzi bw'intwaro byemewe na Polisi y'u Rwanda.</p> <p><u>Ingingo ya 28: Gutanga serivisi z'umutekano zitangwa n'abikorera hanze y'u Rwanda</u></p> <p>Bitabangamiye inyungu z'u Rwanda, umutekano warwo ndetse n'amasezerano</p>	<p>Rwanda National Police monitors all activities related to the acquisition of arms. It may also sign a contract for lending or buying arms with a private security service provider.</p> <p><u>Article 27: Procurement procedures of security equipment</u></p> <p>As regards the procurement of security equipment, Rwanda National Police cannot authorise a private security service provider to award a tender to a company debarred from bidding for public tenders or that is suspected.</p> <p>With regard to the acquisition of arms, a private security service provider collaborates with companies selling arms, that are approved by Rwanda National Police.</p> <p><u>Article 28: Providing private security services outside Rwanda</u></p> <p>Without prejudice to the interests of Rwanda, its security and international treaties ratified by</p>	<p>Rwanda.</p> <p>La Police nationale du Rwanda fait le suivi de toutes les activités relatives à l'acquisition des armes. Elle peut également signer un contrat de prêt ou d'achat d'armes avec un prestataire de services de sécurité privés.</p> <p><u>Article 27 : Procédures de passation de marchés des équipements de la sécurité</u></p> <p>Pour ce qui est de la passation de marchés des équipements de la sécurité, la Police nationale du Rwanda ne peut autoriser un prestataire de services de sécurité privés à attribuer un marché à une société faisant l'objet d'exclusion de participation aux marchés publics ou celui qui est suspectée.</p> <p>En ce qui concerne l'acquisition d'armes, un prestataire de services de sécurité privés collabore avec les sociétés commerciales de vente d'armes, qui sont approuvées par la Police nationale du Rwanda.</p> <p><u>Article 28 : Prestation de services de sécurité privés en dehors du Rwanda</u></p> <p>Sans préjudice des intérêts du Rwanda, de sa sécurité et des traités internationaux ratifiés par</p>
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<p>mpuzamahanga u Rwanda rwemeje burundu, utanga serivisi z'umutekano zitangwa n'abikorera ashobora gutanga serivisi z'umutekano hanze y'u Rwanda, ashingiye ku masezerano yagiranye n'abashaka izo serivisi, ashobora kandi gukoresha abakozi b'Abanyarwanda.</p> <p>Uwifuza gutanga serivisi zivugwa mu gika cya mbere cy'iyi ngingo asaba uburenganzira Polisi y'u Rwanda mu nyandiko.</p> <p><u>Ingingo ya 29: Amategeko agenga abakozi</u></p> <p>Abakozi b'utanga serivisi z'umutekano zitangwa n'abikorera bagengwa n'amategeko agenga umurimo mu Rwanda.</p> <p><u>Icyiciro cya 2: Imikoranire y'utanga serivisi z'umutekano zitangwa n'abikorera na Polisi y'u Rwanda</u></p> <p><u>Ingingo ya 30: Imikoranire mu micungire y'abakozi</u></p> <p>Utanga serivisi z'umutekano zitangwa n'abikorera agira urusobe rwa porogaramu y'ikoranabuhanga rumufasha gucunga abakozi. Urwo rusobe rwa porogaramu Polisi y'u Rwanda igira uburenganzira bwo kurugenzura.</p>	<p>Rwanda, a private security service provider can operate outside Rwanda in accordance with the contract signed with those wishing to use such services and can also employ Rwandan nationals.</p> <p>A person who wishes to provide the services referred to in Paragraph One of this Article applies for authorisation in writing to Rwanda National Police.</p> <p><u>Article 29: Legislation governing employees</u></p> <p>Employees of a private security service provider are governed by the legislation governing labour in Rwanda.</p> <p><u>Section 2: Collaboration between a private security service provider and Rwanda National Police</u></p> <p><u>Article 30: Collaboration in terms of human resource management</u></p> <p>A private security service provider acquires a software program that helps it to manage its human resources. Rwanda National Police reserves the right to monitor such a software program.</p>	<p>le Rwanda, un prestataire de services de sécurité privés peut opérer en dehors du Rwanda conformément au contrat passé avec ceux qui désirent ces services et peut également employer des ressortissants rwandais.</p> <p>Une personne qui désire prester les services visés à l'alinéa premier du présent article demande une autorisation par écrit à la Police nationale du Rwanda.</p> <p><u>Article 29 : Législation régissant les employés</u></p> <p>Les employés d'un prestataire de services de sécurité privés sont régis par la législation régissant le travail au Rwanda.</p> <p><u>Section 2 : Collaboration entre un prestataire de services de sécurité privés et la Police nationale du Rwanda</u></p> <p><u>Article 30: Collaboration en termes de gestion des ressources humaines</u></p> <p>Un prestataire de services de sécurité privés se dote d'un logiciel qui l'aide à gérer ses ressources humaines. La Police nationale du Rwanda se réserve le droit de contrôler ce logiciel.</p>
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<p><u>Ingingo ya 31:</u> Gutanga raporo no guhererekanya amakuru</p> <p>Utanga serivisi z’umutekano zitangwa n’abikorera aha Polisi y’u Rwanda mu nyandiko raporo y’ibikorwa bye ya buri cyumweru n’iya buri kwezi, akanayimenyesha uko umutekano w’aho akorera wifashe buri muni.</p> <p>Mu gihe habaye igikorwa icyo ari cyo cyose cyahungabanyije cyangwa gishobora guhungabanya umutekano w’aho akorera, utanga serivisi z’umutekano zitangwa n’abikorera ahita abimenyesha Polisi y’u Rwanda ako kanya.</p>	<p><u>Article 31:</u> Reporting and exchange of information</p> <p>A private security service provider submits in writing to Rwanda National Police its weekly and monthly activity report, and also informs Rwanda National Police of the daily security situation in its area of operation.</p> <p>In case of the occurrence of any incident having undermined or that is likely to undermine security in the private security service provider’s area of operation, the private security service provider immediately informs Rwanda National Police thereof.</p>	<p><u>Article 31:</u> Rapport et échange d’informations</p> <p>Un prestataire de services de sécurité privés soumet un rapport hebdomadaire et mensuel de ses activités par écrit à la Police nationale du Rwanda, et la tient également informée au jour le jour de la situation sécuritaire dans sa zone d’opération.</p> <p>En cas de survenance de tout incident ayant nui ou susceptible de nuire à la sécurité dans sa zone d’opération, le prestataire de services de sécurité privés en informe immédiatement la Police nationale du Rwanda.</p>
<p><u>Ingingo ya 32:</u> Kugaragaza umukozi ushinzwe kurinda umutekano woherejwe mu kazi no kumenyekanisha utakikarimo</p> <p>Utanga serivisi z’umutekano zitangwa n’abikorera abika inyandiko ya buri muni igaragaza uburyo umukozi ushinzwe kurinda umutekano yoherejwe ku kazi.</p> <p>Utanga serivisi z’umutekano zitangwa n’abikorera amenyesha Polisi y’u Rwanda, mu nyandiko, umukozi ushinzwe kurinda umutekano utakiri mu kazi mu gihe cy’iminsi irindwi (7) akavuyeho, akagaragaza</p>	<p><u>Article 32:</u> Indicating a deployed security guard and reporting a security guard who is no longer employed</p> <p>A private security service provider keeps a daily document indicating the deployment of a security guard.</p> <p>A private security service provider informs Rwanda National Police in writing of any security guard who is no longer employed and reasons for termination of service within seven (7) days of termination of service.</p>	<p><u>Article 32:</u> Indication d’un agent de sécurité déployé et déclaration de celui qui n’est plus en service</p> <p>Un prestataire de services de sécurité privés tient un document journalier indiquant le déploiement d’un agent de sécurité.</p> <p>Un prestataire de services de sécurité privés informe par écrit la Police nationale du Rwanda un agent qui n’est plus en service ainsi que les raisons de sa cessation de service endéans les sept (7) jours suivant la cessation</p>

<p>n'impamvu zatumye akavaho.</p> <p><u>UMUTWE WA V: IGENZURA, AMAKOSA, IBYAHA N'IBIHANO</u></p> <p><u>Icyiciro cya mbere: Igenzura</u></p> <p><u>Ingingo ya 33: Igenzura ry'utanga serivisi z'umutekano zitangwa n'abikorera</u></p> <p>Polisi y'u Rwanda ikora igenzura ry'utanga serivisi z'umutekano zitangwa n'abikorera ku buryo buhoraho.</p> <p>Igenzura rikorwa rimwe (1) mu mezi atatu (3) n'igihe cyose Polisi y'u Rwanda ibona ko ari ngombwa.</p> <p><u>Ingingo ya 34: Raporo y'igenzura</u></p> <p>Polisi y'u Rwanda ikora raporo y'igenzura igaha kopi uwagenzuwe, imumenyeshya ibyavuye mu igenzura.</p> <p>Igihe igenzura ryagaragaje amakosa cyangwa ibinyuranyije n'iri tegeko, Polisi y'u Rwanda isaba uwagenzuwe kubikosora.</p>	<p><u>CHAPTER V: INSPECTION, FAULTS, OFFENCES AND SANCTIONS</u></p> <p><u>Section One: Inspection</u></p> <p><u>Article 33: Inspection of a private security service provider</u></p> <p>Rwanda National Police regularly carries out an inspection of a private security service provider.</p> <p>The inspection is carried out once every three (3) months and whenever Rwanda National Police considers it necessary.</p> <p><u>Article 34: Inspection report</u></p> <p>Rwanda National Police produces an inspection report and transmits a copy thereof to the inspected person, notifying him or her of the inspection results.</p> <p>If the inspection reveals faults or violations of this Law, Rwanda National Police requests the person inspected to take remedial actions.</p>	<p>de service.</p> <p><u>CHAPITRE V : INSPECTION, FAUTES, INFRACTIONS ET SANCTIONS</u></p> <p><u>Section première : Inspection</u></p> <p><u>Article 33 : Inspection d'un prestataire de services de sécurité privés</u></p> <p>La Police nationale du Rwanda effectue régulièrement une inspection d'un prestataire de services de sécurité privés.</p> <p>L'inspection se fait une (1) fois tous les trois (3) mois et chaque fois que la Police nationale du Rwanda le juge nécessaire.</p> <p><u>Article 34 : Rapport d'inspection</u></p> <p>La Police nationale du Rwanda fait un rapport d'inspection et transmet une copie à la personne inspectée, l'informant des résultats de l'inspection.</p> <p>Lorsque l'inspection révèle des fautes ou des violations de la présente loi, la Police nationale du Rwanda demande à la personne inspectée d'y remédier.</p>
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<p><u>Icyiciro cya 2:</u> Amakosa n’ibihano byo mu rwego rw’ubutegetsi</p> <p><u>Ingingo ya 35:</u> Gukora nta cyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera gitangwa na Polisi y’u Rwanda</p> <p>Ukora nta cyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera gitangwa na Polisi y’u Rwanda kimwemerera kuzitanga, aba akoze ikosa.</p> <p>Ibikorwa byo kurinda umutekano akora birahagarikwa, akanahanishwa ihazabu yo mu rwego rw’ubutegetsi y’amafaranga y’u Rwanda atari muni ya miliyoni eshanu (5.000.000 Frw) ariko atarenze miliyoni icumi (10.000.000 Frw).</p> <p><u>Ingingo ya 36:</u> Gukorera ku cyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera cyarengaje igihe</p> <p>Iyo utanga serivisi z’umutekano zitangwa n’abikorera akorera ku cyemezo cyo gutanga serivisi z’umutekano zitangwa n’abikorera cyarengaje igihe, aba akoze ikosa. Ahanishwa ihazabu yo mu rwego rw’ubutegetsi y’amafaranga y’u Rwanda atari muni ya miliyoni imwe (1.000.000 Frw) ariko atarenze</p>	<p><u>Section 2:</u> Faults and administrative sanctions</p> <p><u>Article 35:</u> Operating without a licence to provide private security services issued by Rwanda National Police</p> <p>A person who operates without a licence to provide private security services issued by Rwanda National Police that authorises him or her to provide such services commits a fault.</p> <p>Security services such a person provides are suspended and he or she is liable to an administrative fine of not less than five million Rwandan francs (Frw 5,000,000) but not more than ten million Rwandan francs (Frw 10,000,000).</p> <p><u>Article 36:</u> Operating on an expired licence to provide private security services</p> <p>A private security service provider who operates using an expired licence to provide private security services commits a fault. It is liable to an administrative fine of not less than one million Rwandan francs (Frw 1,000,000) but not more than three million Rwandan francs (Frw 3,000,000).</p>	<p><u>Section 2:</u> Fautes et sanctions administratives</p> <p><u>Article 35:</u> Opérer sans permis de prestation de services de sécurité privés délivré par la Police nationale du Rwanda</p> <p>Une personne qui opère sans permis de prestation de services de sécurité privés délivré par la Police nationale du Rwanda qui l’autorise à prester ces services commet une faute.</p> <p>Les services de sécurité que cette personne preste sont suspendus et elle est passible d’une amende administrative d’au moins cinq millions de francs rwandais (5.000.000 Frw) mais n’excédant pas dix millions de francs rwandais (10.000.000 Frw).</p> <p><u>Article 36:</u> Opérer sur base d’un permis de prestation de services de sécurité privés expiré</p> <p>Lorsqu’un prestataire de services de sécurité privés opère sur base d’un permis de prestation de services de sécurité expiré, il commet une faute. Il est passible d’une amende administrative d’au moins un million (1.000.000 Frw) mais n’excédant pas trois millions de francs rwandais (3.000.000 Frw).</p>
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<p>miliyoni eshatu (3.000.000 Frw).</p> <p><u>Ingingo ya 37:</u> Gukoresha umukozi ushinzwe kurinda umutekano utaremejwe</p> <p>Utanga serivisi z’umutekano zitangwa n’abikorera ukoresha umukozi ushinzwe kurinda umutekano utaremejwe na Polisi y’u Rwanda aba akoze ikosa. Ahanishwa ihazabu yo mu rwego rw’ubutegetsi y’amafaranga y’u Rwanda atari muni ya miliyoni ebyiri (2.000.000 Frw) ariko atarenze miliyoni eshatu (3.000.000 Frw).</p> <p>Umukozi ushinzwe kurinda umutekano utaremejwe ahita ahagarikwa.</p> <p><u>Ingingo ya 38:</u> Gukoresha umukozi ushinzwe kurinda umutekano utarahuguwe</p> <p>Utanga serivisi z’umutekano zitangwa n’abikorera ukoresha umukozi ushinzwe kurinda umutekano utarahuguwe aba akoze ikosa. Ahanishwa ihazabu yo mu rwego rw’ubutegetsi y’amafaranga y’u Rwanda atari muni ya miliyoni ebyiri (2.000.000 Frw) ariko atarenze miliyoni eshatu (3.000.000 Frw).</p> <p>Umukozi ushinzwe kurinda umutekano utarahuguwe ahita ahagarikwa.</p>	<p><u>Article 37:</u> Employment of a non-vetted security guard</p> <p>A private security provider who employs a security guard that is not vetted by Rwanda National Police commits a fault. It is liable to an administrative fine of not less than two million Rwandan francs (Frw 2,000,000) but not more than three million Rwandan francs (Frw 3,000,000).</p> <p>A non-vetted security officer is suspended with immediate effect.</p> <p><u>Article 38:</u> Employment of an untrained security guard</p> <p>A private security provider who employs an untrained security guard commits a fault. It is liable to an administrative fine of not less than two million Rwandan francs (Frw 2,000,000) but not more than three million Rwandan francs (Frw 3,000,000).</p> <p>An untrained security guard is suspended with immediate effect.</p>	<p><u>Article 37 :</u> Emploi d’un agent de sécurité non approuvé</p> <p>Un prestataire de services de sécurité privés qui emploie un agent de sécurité non approuvé par la Police nationale du Rwanda commet une faute. Il est passible d’une amende administrative d’au moins deux millions de francs rwandais (2.000.000 Frw) mais n’excédant pas trois millions de francs rwandais (3.000.000 Frw).</p> <p>Un agent de sécurité non approuvé est suspendu avec effet immédiat.</p> <p><u>Article 38 :</u> Emploi d’un agent de sécurité non formé</p> <p>Un prestataire de services de sécurité privés qui emploie un agent de sécurité non formé commet une faute. Il est passible d’une amende administrative d’au moins deux millions de francs rwandais (2.000.000 Frw) mais n’excédant pas trois millions de francs rwandais (3.000.000 Frw).</p> <p>Un agent de sécurité non formé est suspendu avec effet immédiat.</p>
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<p><u>Ingingo ya 39:</u> Kutagira ibikoresho by'ibanze bikoreshwa mu kurinda umutekano</p> <p>Utanga serivisi z'umutekano zitangwa n'abikorera udafite ibikoresho by'ibanze bikoreshwa mu kurinda umutekano bigenwa n'iteka rya Minisitiri cyangwa ukorera aho bitari aba akoze ikosa. Ahanishwa ihazabu yo mu rwego rw'ubutegetsi y'amafaranga y'u Rwanda atari munsu ya miliyoni imwe (1.000.000 Frw) ariko atarenze miliyoni eshatu (3.000.000 Frw).</p> <p><u>Ingingo ya 40:</u> Isubirakosa</p> <p>Iyo amakosa avugwa mu ngingo ya 35, iya 36, iya 37, iya 38 n'iya 39 z'iri tegeko yongeye gukorwa, ibihano byo mu rwego rw'ubutegetsi bivugwa muri izo ngingo byikuba kabiri.</p> <p><u>Ingingo ya 41:</u> Itangwa ry'ibihano byo mu rwego rw'ubutegetsi</p> <p>Ibihano byo mu rwego rw'ubutegetsi biteganywa muri iri tegeko bitangwa na Polisi y'u Rwanda.</p> <p>Iteka rya Minisitiri rishobora kugena andi makosa n'ibihano byo mu rwego rw'ubutegetsi bijyanye na yo.</p>	<p><u>Article 39:</u> Not having basic security equipment</p> <p>A private security service provider who does not have basic security equipment determined by an Order of the Minister or operates in a place which has no such equipment commits a fault. It is liable to an administrative fine of not less than one million Rwandan francs (Frw 1,000,000) but not more than three million Rwandan francs (Frw 3,000,000).</p> <p><u>Article 40:</u> Recidivism</p> <p>In case of recidivism with respect to the faults referred to in Articles 35, 36, 37, 38 and 39 of this Law, the administrative sanctions referred to in these same Articles are doubled.</p> <p><u>Article 41:</u> Imposition of administrative sanctions</p> <p>The administrative sanctions provided for by this Law are imposed by Rwanda National Police.</p> <p>An Order of the Minister may determine other faults and corresponding administrative sanctions.</p>	<p><u>Article 39 :</u> Ne pas disposer d'équipements de base de sécurité</p> <p>Un prestataire de services de sécurité privés ne disposant pas d'équipements de base de sécurité déterminés par arrêté du Ministre ou opérant dans un endroit qui n'en dispose pas commet une faute. Il est passible d'une amende administrative d'au moins un million de francs rwandais (1.000.000 Frw) mais n'excédant pas trois millions de francs rwandais (3.000.000 Frw).</p> <p><u>Article 40 :</u> Récidive</p> <p>Lorsque les fautes prévues aux articles 35, 36, 37, 38 et 39 de la présente loi sont commises en récidive, les sanctions administratives visées à ces mêmes articles sont portées au double.</p> <p><u>Article 41 :</u> Imposition de sanctions administratives</p> <p>Les sanctions administratives prévues par la présente loi sont imposées par la Police nationale du Rwanda.</p> <p>Un arrêté du Ministre peut déterminer d'autres fautes et des sanctions administratives y afférentes.</p>
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<p><u>Ingingo ya 42:</u> Ubujurire ku bihano byo mu rwego rw'ubutegetsi</p> <p>Utanga serivisi z'umutekano zitangwa n'abikorera utishimiye igihano cyo mu rwego rw'ubutegetsi giteganywa n'iri tegeko ashobora kujuririra Minisitiri, mu gihe kitarenze iminsi irindwi (7) y'akazi ibarwa uherye igihe yabimenyesherejwe mu nyandiko.</p> <p>Minisitiri asubiza mu nyandiko uwatanze ubujurire mu gihe kitarenze iminsi cumi n'itanu (15) y'akazi uherye igihe yakiriye ubujurire.</p>	<p><u>Article 42:</u> Appeal against administrative sanctions</p> <p>A private security service provider who contests an administrative sanction provided for by this Law may appeal to the Minister within seven (7) working days of receipt of written notification of the sanction.</p> <p>The Minister responds in writing to the person so appealing within fifteen (15) working days of receipt of the appeal.</p>	<p><u>Article 42 :</u> Recours contre les sanctions administratives</p> <p>Un prestataire de services de sécurité privés qui conteste une sanction administrative prévue par la présente loi peut faire recours auprès du Ministre endéans les sept (7) jours ouvrables suivant la réception de la notification écrite de la sanction.</p> <p>Le Ministre répond par écrit à l'auteur du recours endéans les quinze (15) jours ouvrables suivant la réception du recours.</p>
<p><u>Icyiciro cya 3:</u> Ibyaha n'ibihano</p> <p><u>Ingingo ya 43:</u> Guhana uhagarariye ukora nta cyemezo</p> <p>Iyo uhagarariye ukora nta cyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera gitangwa na Polisi y'u Rwanda yagize uruhare mu gutanga izo serivisi, aba akoze icyaha.</p> <p>Iyo abihamijwe n'urukiko, ahanishwa igifungo kitari muni y'imyaka itanu (5) ariko kitarenze imyaka irindwi (7) n'ihazabu y'amafaranga</p>	<p><u>Section 3:</u> Offences and penalties</p> <p><u>Article 43:</u> Penalty against a representative of a person operating without a licence</p> <p>When a representative of a person operating without a licence to provide private security services issued by Rwanda National Police has taken part in the provision of such services, he or she commits an offence.</p> <p>If convicted, he or she is liable to imprisonment for a term of not less than five (5) years but not more than seven (7) years and</p>	<p><u>Section 3 :</u> Infractions et peines</p> <p><u>Article 43 :</u> Peine contre un représentant d'une personne opérant sans permis</p> <p>Lorsqu'un représentant d'une personne ne disposant pas de permis de prestation de services de sécurité privés délivré par la Police nationale du Rwanda a pris part dans la prestation de ces services, il commet une infraction.</p> <p>Lorsqu'il en est reconnu coupable, il est passible d'un emprisonnement d'au moins cinq (5) ans mais n'excédant pas sept (7) ans et</p>

<p>y'u Rwanda atari muni ya miliyoni ebyiri (2.000.000 Frw) ariko atarenze miliyoni eshatu (3.000.000 Frw) cyangwa kimwe gusa muri ibyo bihano.</p>	<p>a fine of not less than two million Rwandan francs (Frw 2,000,000) but not more than three million Rwandan francs (Frw 3,000,000) or only one of these penalties.</p>	<p>d'une amende d'au moins deux millions de francs rwandais (2.000.000 Frw) mais n'excédant pas trois millions de francs rwandais (3.000.000 Frw) ou de l'une de ces peines seulement.</p>
<p><u>Ingingo ya 44: Gutanga amakuru atari yo</u></p>	<p><u>Article 44: Making misrepresentations</u></p>	<p><u>Article 44 : Faire de fausses déclarations</u></p>
<p>Iyo umwe mu bagize urwego rw'ubuyobozi yatanze amakuru atari yo mu gihe yasabaga guhabwa icyemezo cyo gutanga serivisi z'umutekano zitangwa n'abikorera gitangwa na Polisi y'u Rwanda cyangwa ko cyongererwa igihe, aba akoze icyaha.</p>	<p>When one of the members of the management organ makes misrepresentations in applying for a licence to provide private security services issued by Rwanda National Police or in applying for renewal thereof, he or she commits an offence.</p>	<p>Lorsque l'un des membres de l'organe de direction fait de fausses déclarations lors de la demande de permis de prestation de services de sécurité privés délivré par la Police nationale du Rwanda ou lors de son renouvellement, il commet une infraction.</p>
<p>Iyo abihamijwe n'urukiko, ahanishwa igifungo kitari muni y'imyaka itatu (3) ariko kitarenze imyaka itandatu (6) n'ihazabu y'amafaranga y'u Rwanda atari muni y'ibihumbi magana atanu (500.000 Frw) ariko atarenze miliyoni imwe (1.000.000 Frw) cyangwa kimwe gusa muri ibyo bihano.</p>	<p>If convicted, he or she is liable to imprisonment for a term of not less than three (3) years but not more than six (6) years and a fine of not less than five hundred Rwandan francs (Frw 500,000) but not more than one million Rwandan francs (Frw 1,000,000) or only one of these penalties.</p>	<p>Lorsqu'il en est reconnu coupable, il est passible d'un emprisonnement d'au moins trois (3) ans mais n'excédant pas six (6) ans et d'une amende d'au moins cinq cent mille francs rwandais (500.000 Frw) mais n'excédant pas un million de francs rwandais (1.000.000 Frw) ou de l'une de ces peines seulement.</p>
<p><u>UMUTWE WA VI: INGINGO Y'INZIBACYUHO N'IZISOZA</u></p>	<p><u>CHAPTER VI: TRANSITIONAL AND FINAL PROVISIONS</u></p>	<p><u>CHAPITRE VI: DISPOSITIONS TRANSITOIRES ET FINALES</u></p>
<p><u>Ingingo ya 45: Igihe cy'inzibacyuho</u></p>	<p><u>Article 45: Transitional period</u></p>	<p><u>Article 45 : Période transitoire</u></p>
<p>Utanga serivisi z'umutekano zitangwa n'abikorera usanzwe akora ahuza imikorere ye n'ibiteganywa n'iri tegeko mu gihe</p>	<p>A private security service provider that is already in operation brings its functioning into conformity with the provisions of this Law</p>	<p>Un prestataire de services de sécurité privés qui est déjà en activité rend son fonctionnement conforme aux dispositions de</p>

<p>kitarenze imyaka ibiri (2) uhereye ku munsu iri tegeko ritangarijwe mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p> <p><u>Ingingo ya 46:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><u>Ingingo ya 47:</u> Ivanwaho ry'Itegeko n'ingingo z'amategeko zinyuranyije n'iri tegeko</p> <p>Itegeko n° 31/2014 ryo kuwa 19/08/2014 rigenga ibigo by'abikorera bitanga serivisi z'umutekano n'ingingo z'amategeko abanziriza iri kandi zinyuranyije naryo bivanyweho.</p> <p><u>Ingingo ya 48:</u> Igihe iri tegeko ritangirira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>within two (2) years of the date of publication of this Law in the Official Gazette of the Republic of Rwanda.</p> <p><u>Article 46:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted, considered and adopted in Ikinyarwanda.</p> <p><u>Article 47:</u> Repealing provision</p> <p>Law n° 31/2014 of 19/08/2014 governing private security service providers and prior legal provisions contrary to this Law are repealed.</p> <p><u>Article 48:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>la présente loi endéans les deux (2) ans suivant le jour de publication de la présente loi au Journal Officiel de la République du Rwanda.</p> <p><u>Article 46 :</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 47 :</u> Disposition abrogatoire</p> <p>La Loi n° 31/2014 du 19/08/2014 régissant les prestataires de sécurité privés et les dispositions légales antérieures contraires à la présente loi sont abrogées.</p> <p><u>Article 48 :</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, on 07/09/2020

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
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 n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEGEKO N° 018/2020 RYO KU WA 16/10/2020 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO IRINDWI N'IMWE ZA UNITS OF ACCOUNT (71.000.000 UA) AGENEWE GAHUNDA YO GUSHYIGIKIRA INGENGO Y'IMARI Y'U RWANDA YO GUHANGANA N'IBIBAZO BYA COVID-19 (RCRBS), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 10 KANAMA 2020</p>	<p>LAW N° 018/2020 OF 16/10/2020 APPROVING RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND, RELATING TO THE LOAN OF SEVENTY ONE MILLION UNITS OF ACCOUNT (UA 71,000,000) FOR RWANDA COVID-19 CRISIS RESPONSE BUDGET SUPPORT PROGRAM (RCRBS), SIGNED AT KIGALI, RWANDA ON 10 AUGUST 2020</p>	<p>LOI N° 018/2020 DU 16/10/2020 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DEVELOPPEMENT, RELATIF AU PRET DE SOIXANTE-ONZE MILLION D'UNITÉS DE COMPTE (71.000.000 UA) POUR LE PROGRAMME D'APPUI AU BUDGET DU RWANDA EN REPOSE A LA CRISE CAUSEE PAR LE COVID-19 (RCRBS), SIGNE A KIGALI AU RWANDA, LE 10 AOUT 2020</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIÈRES</u></p>
<p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p>	<p><u>Article One:</u> Approval for ratification</p>	<p><u>Article premier:</u> Approbation pour ratification</p>
<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 018/2020 RYO KU WA 16/10/2020 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO IRINDWI N'IMWE ZA UNITS OF ACCOUNT (71.000.000 UA) AGENEWE GAHUNDA YO GUSHYIGIKIRA INGENGO Y'IMARI Y'U RWANDA YO GUHANGANA N'IBIBAZO BYA COVID-19 (RCRBS), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 10 KANAMA 2020</p>	<p>LAW N° 018/2020 OF 16/10/2020 APPROVING RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND, RELATING TO THE LOAN OF SEVENTY ONE MILLION UNITS OF ACCOUNT (UA 71,000,000) FOR RWANDA COVID-19 CRISIS RESPONSE BUDGET SUPPORT PROGRAM (RCRBS), SIGNED AT KIGALI, RWANDA ON 10 AUGUST 2020</p>	<p>LOI N° 018/2020 DU 16/10/2020 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DEVELOPPEMENT, RELATIF AU PRET DE SOIXANTE-ONZE MILLION D'UNITES DE COMPTE (71.000.000 UA) POUR LE PROGRAMME D'APPUI AU BUDGET DU RWANDA EN REPOSE A LA CRISE CAUSEE PAR LE COVID-19 (RCRBS), SIGNE A KIGALI AU RWANDA, LE 10 AOUT 2020</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République ;</p>
<p>INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</p>	<p>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</p>	<p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p>
<p>INTEKO ISHINGA AMATEGEKO:</p>	<p>THE PARLIAMENT:</p>	<p>LE PARLEMENT:</p>
<p>Umutwe w'Abadepite, mu nama yawo yo ku wa 24 Nzeri 2020;</p>	<p>The Chamber of Deputies, in its sitting of 24 September 2020;</p>	<p>La Chambre des Députés, en sa séance du 24 septembre 2020;</p>

<p>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 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo irindwi n'imwe za Units of Account (71.000.000 UA) agenewe gahunda yo gushyigikira ingengo y'imari y'u Rwanda yo guhangana n'ibibazo bya COVID-19 (RCRBS), yashyiriweho umukono i Kigali mu Rwanda, ku wa 10 Kanama 2020;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo irindwi n'imwe za <i>Units of Account</i> (71.000.000 UA) agenewe gahunda yo gushyigikira ingengo y'imari y'u Rwanda yo guhangana n'ibibazo bya COVID-19 (RCRBS), yashyiriweho umukono i Kigali mu Rwanda, ku wa 10 Kanama 2020, ari ku mugereka, yemerewe kwemezwa burundu.</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Loan Agreement between the Republic of Rwanda and the African Development Fund, relating to the loan of seventy one million Units of Account (UA 71,000,000) for Rwanda COVID-19 crisis response budget support Program (RCRBS), signed at Kigali, Rwanda on 10 August 2020;</p> <p>ADOPTS:</p> <p><u>Article one:</u> Approval for ratification</p> <p>The Loan Agreement between the Republic of Rwanda and the African Development Fund, relating to the loan of seventy one million Units of Account (UA 71,000,000) for Rwanda COVID-19 Crisis Response Budget Support Program (RCRBS), signed at Kigali, Rwanda on 10 August 2020, in annex, is approved for ratification.</p>	<p>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, 122, 167, 168 et 176;</p> <p>Après examen de l'Accord de prêt entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de soixante-onze million d'Unités de Compte (71.000.000 UA) pour le programme d'appui au budget du Rwanda en réponse à la crise causée par le COVID-19 (RCRBS), signé à Kigali au Rwanda, le 10 août 2020 ;</p> <p>ADOPTE:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord de prêt entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de soixante-onze million d'Unités de Compte (71.000.000 UA) pour le programme d'appui au budget du Rwanda en réponse à la crise causée par le COVID-19 (RCRBS), signé à Kigali au Rwanda, le 10 août 2020, en annexe, est approuvé pour ratification.</p>
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<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n’itorwa by’iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw’Icyongereza, risuzumwa kandi ritorwa mu rurimi rw’Ikinyarwanda.</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, on 16/10/2020

(sé)

KAGAME Paul

Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard

Minisitiri w'Intebe
Prime Minister
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 n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEGEKO N° 018/2020 RYO KU WA 16/10/2020 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO IRINDWI N'IMWE ZA UNITS OF ACCOUNT (71.000.000 UA) AGENEWE GAHUNDA YO GUSHYIGIKIRA INGENGO Y'IMARI Y'U RWANDA YO GUHANGANA N'IBIBAZO BYA COVID-19 (RCRBS), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 10 KANAMA 2020</p>	<p>ANNEX TO LAW N° 018/2020 OF 16/10/2020 APPROVING RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND, RELATING TO THE LOAN OF SEVENTY ONE MILLION UNITS OF ACCOUNT (UA 71,000,000) FOR RWANDA COVID-19 CRISIS RESPONSE BUDGET SUPPORT PROGRAM (RCRBS), SIGNED AT KIGALI, RWANDA ON 10 AUGUST 2020</p>	<p>ANNEXE À LOI N° 018/2020 DU 16/10/2020 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DEVELOPPEMENT, RELATIF AU PRET DE SOIXANTE-ONZE MILLION D'UNITÉS DE COMPTE (71.000.000 UA) POUR LE PROGRAMME D'APPUI AU BUDGET DU RWANDA EN REPOSE A LA CRISE CAUSEE PAR LE COVID-19 (RCRBS), SIGNE A KIGALI AU RWANDA, LE 10 AOUT 2020</p>
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PROGRAMME ID No. : P-RW-K00-013

LOAN No.: 2100150042351

LOAN AGREEMENT

BETWEEN

REPUBLIC OF RWANDA

AND

AFRICAN DEVELOPMENT FUND

**RWANDA COVID-19 CRISIS RESPONSE BUDGET
SUPPORT PROGRAM (RCRBS)**

LOAN AGREEMENT
RWANDA COVID-19 CRISIS RESPONSE BUDGET SUPPORT PROGRAM (RCRBS)

PROGRAMME ID No. : P-RW-K00-013

LOAN No.: 2100150042351

This LOAN AGREEMENT, (the “Agreement”) is entered into this 10TH day of AUGUST 2020, between the Republic of Rwanda (the “Borrower”) and the AFRICAN DEVELOPMENT FUND (the “Fund”).

WHEREAS:

- (A) The Borrower has requested the Fund to assist in the financing of the Rwanda COVID-19 Crisis Response Budget Support Programme (RCRBS) (the “Programme”) as further described in Schedule I (A) (*Programme Purpose, Objectives and Outcomes*) to this Agreement by providing a loan to the Borrower in the amount specified in Section 2.01 (*Amount*) of this Agreement on the terms and conditions set forth or referred to in this Agreement;
- (B) The Borrower’s Ministry of Finance and Economic Planning shall be the Executing Agency for the Programme;
- (C) The Borrower has declared its commitment to the execution of the Programme; and
- (D) The Fund has agreed to provide the loan on the basis, inter alia of the Prior Actions which the Borrower has already taken under the Programme and which are further described in Schedule I(B) (*Prior Actions before Presentation to the Fund’s Board of Directors*) to this Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I
GENERAL CONDITIONS - DEFINITIONS

Section 1.01. **General Conditions**. The *General Conditions Applicable to the African Development Fund Loan Agreements and Guarantee Agreements (Sovereign Entities)* dated February 2009, as amended from time to time, (the “General Conditions”) constitute an integral part of this Agreement.

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

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

ARTICLE II **THE LOAN**

Section 2.01. **Amount.** The Fund agrees to extend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, a loan of an amount in various convertible currencies other than the currency of the Borrower, not exceeding the equivalent of Seventy One Million Units of Account (UA 71,000,000) (the “Loan”) to support the implementation of the Programme.

Section 2.02. **Payment Dates.** The Payment Dates are 15 February and 15 August in each year.

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

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

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

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

Section 2.06. **Currency of Payment.** All amounts due to the Fund under this Agreement shall be payable in the Disbursement Currency as provided in Section 3.03 (*Disbursement Currency*) of this Agreement or the Substitute Currency as applicable.

Section 2.07. **Accelerated Repayment**

- (a) Notwithstanding the provisions of Section 2.05 (*Repayment of the Principal*) of this Agreement, the Fund may modify the repayment of instalments of the Disbursed Loan

Balance in accordance with paragraphs (b) and (c) of this Section whenever all of the following events have occurred:

- (i) the Borrower's per capita gross national income, as determined by the Fund, has exceeded for more than two (2) consecutive years, the level established by the Fund for determining eligibility to access the Fund's resources;
 - (ii) the Bank considers the Borrower creditworthy for borrowing from the Bank; and
 - (iii) after due consideration of the development of the Borrower's economy and other relevant factors, the Board of Directors of the Fund has reviewed and approved such modification.
- (b) The Fund shall, upon the occurrence of the events referred to in paragraph (a) of this Section, notify the Borrower of the same and
- (i) require the Borrower to repay twice the amount of each instalment of the Disbursed Loan Balance not yet due until the Loan has been fully repaid (the "Principal Option"); or
 - (ii) require the Borrower to increase the Service Charge applicable to the Disbursed Loan Balance to an annual rate agreed with the Fund that would, in the opinion of the Fund, result in the same level of concessionality as the Principal Option (the "Interest Option"); or
 - (iii) if the agreed applicable Service Charge under the Interest Option would be more than the fixed rate for a Bank sovereign-guaranteed loan:
 1. require the Borrower to repay an amount agreed with the Fund that is greater than the then applicable semi-annual instalment; and
 2. increase the Service Charge applicable to the Loan to an annual rate agreed with the Fund that is equal to that of the fixed rate for a similar Bank sovereign-guaranteed loan (the "Combination Option").
- (c) The Borrower shall, within two (2) months of receipt of the notice referred to in paragraph (b) of this Section, notify the Fund whether it elects the Principal Option, the Interest Option or, if applicable, the Combination Option. In the event that the Borrower does not respond within the two (2) month period, the Fund shall automatically apply the Principal Option.
- (d) The Borrower shall commence such modified repayment as of the first semi-annual Payment Date, falling not less than six (6) months after the date on which the Fund notifies the Borrower that the events specified in paragraph (a) of this Section have occurred; provided, however, that in no event shall the Borrower be required to commence such modified repayment prior to the Grace Period.

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

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

ARTICLE III

ENTRY INTO FORCE AND DISBURSEMENT

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

Section 3.02. **Disbursement.** The proceeds of the Loan shall be disbursed to the Borrower, in accordance with the provisions of (a) Article V (*Disbursement of the Loan*) of the General Conditions; (b) the Disbursement Handbook; (c) the Disbursement Letter; (d) Article III (*Entry into Force and Disbursement*) of this Agreement; and (e) such additional instructions as the Fund may specify by notice to the Borrower.

Section 3.03. **Disbursement Currency.** The Disbursement Currency is United States Dollars.

Section 3.04 **Disbursement Tranches.** Subject to Section 3.05 (*Conditions Precedent to Disbursement of the First Tranche*), the Loan shall be disbursed to the Borrower in two (2) tranches as set out in the table below:

Tranche	Amount expressed in Units of Account
First Tranche	55,880,000
Second Tranche	15,120,000
Total Amount	71,000,000

Section 3.05. **Condition Precedent to Disbursement of the First Tranche.** In addition to the provisions of Section 3.01 (*Entry into Force*) of this Agreement, the obligation of the Fund to make the disbursement of the first tranche of the Loan shall be subject to the satisfaction of the following condition by the Borrower:

- (a) Submission of the evidence of the opening of a foreign currency denominated special account (the “Special Account”) in the Central Bank of Rwanda for the deposit of the proceeds of the Loan, in form and substance satisfactory to the Fund.

Section 3.06 **Disbursement of the Second Tranche**. Subject to Section 3.01 (*Entry into Force*) of this Agreement, the Fund shall make the disbursement of second tranche of the Loan no earlier than 1 January 2021 or such other date as may be agreed by the Fund and the Borrower.

Section 3.07. **Non-Eligible Expenditures**. The Borrower undertakes that the proceeds of the Loan shall not be used to finance any of the items listed in Schedule II (*Negative List*) to this Agreement. If the Fund determines that at any time an amount of the Loan was used to make a payment for a Non-Eligible Expenditure, the Borrower shall, promptly, upon notice from the Fund, refund an amount equal to the amount of such payment to the Fund. Amounts refunded to the Fund upon such request shall be cancelled.

Section 3.08 **Closing Date**. For purposes of Section 6.03 (*Cancellation by the Fund*) of the General Conditions, the Closing Date shall be **31 July 2021**, or such later date as shall be agreed upon in writing between the Borrower and the Fund.

ARTICLE IV **UNDERTAKINGS**

Section 4.01. The Borrower declares its commitment to the objectives of the Programme. To this end, the Borrower shall carry out, and shall cause the Executing Agency to carry out the Programme, in accordance with the provisions of Article IX (*Project Implementation - Cooperation and Information*) of the General Conditions and this Agreement.

Section 4.02. **Integrity**. The Borrower shall, and shall cause the Executing Agency to, carry out the Programme in accordance with the provisions of the Anti-Corruption Policies.

ARTICLE V **ADDITIONAL REMEDIES OF THE FUND**

Section 5.01. **Other Events of Suspension**. For the purpose of Section 6.02 (1) (k) (*Other Events of Suspension*) of the General Conditions, the other event of suspension of the Loan consist of any circumstance arising which in the opinion of the Fund interferes with or threatens to interfere with the successful completion of the Programme or the accomplishment of its purposes.

Section 5.02. **Other Events of Cancellation**. In addition, to the events in Section 6.03 (*Cancellation by the Fund*) of the General Conditions, the other event of cancellation of the Loan consist of any event specified in Section 5.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice

of the event has been given by the Fund to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Fund.

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

ARTICLE VI **PROCUREMENT**

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

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

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

- (a) **Eligibility.** The proceeds of the Loan shall be used for the procurement of Goods, Works, Non-Consulting Services and Consulting Services satisfying the applicable country of origin requirements prescribed in the Rwanda Public Procurement Law No.62/2018 (the "**Borrower's Procurement System**"), except that, the proceeds of the Loan shall not be used for the procurement of :
- (i) firms from a country or goods manufactured in a country excluded in compliance with the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and/ or
 - (ii) firms sanctioned by the Fund in accordance with the Anti-Corruption Policies.
- (b) **Methods.** Each contract for Goods, Works, Non-Consulting Services and Consulting Services required for the Programme shall be procured in accordance with the Borrower's Procurement System using the relevant National Standard Bidding Documents or National Model Bidding Documents.

Section 6.04. **Procurement Oversight and Audit**

- (a) The Borrower shall cause the Rwanda Public Procurement Authority (RPPA) or the Office of Auditor General to carry out a procurement audit of all COVID-19 related

activities under the Programme in accordance with the Borrower's Procurement System for the fiscal year during which disbursement occurred.

- (b) The annual procurement audit report shall be submitted to the Fund no later than six (6) months after the end of each fiscal year.
- (c) The Fund may, in its sole discretion, require independent procurement audits or inspections to be undertaken by independent auditors appointed by the Fund. The costs of such independent audits or inspections shall be borne by the Fund.

Section 6.05. **Reports and Retention of Documents.**

- (a) The Borrower shall and shall cause the Executing Agency to maintain and record all relevant information concerning the procurement activities undertaken for the Programme and shall include the said information in each Programme Report to be submitted to the Fund on a quarterly basis in accordance with the provisions of Section 7.01 (*Programme Report*) of this Agreement
- (b) The Borrower shall and shall cause the Executing Agency to retain copies of all records (contracts, orders, invoices, bills, receipts and other documents) for periodic review and inspection by the Fund in accordance with Section 9.09 (c) (*Accounts, Records and Audit*) of the General Conditions.
- (c) Notwithstanding the provisions of sub-section (b) above, the Fund may, by notice in writing, require the Borrower to keep all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures financed with the Loan for a longer period as stipulated in the notice, in the event of an investigation or inquiry by the Fund under the Programme, including without limitation in the following instances: (i) the Borrower fails to submit the Programme audit reports; (ii) qualified Programme audit reports are received by the Fund; and/or (iii) ineligible expenditures have been incurred by the Borrower and have not been fully reimbursed to the Fund.

ARTICLE VII
PROGRAMME REPORTING

Section 7.01. **Programme Report.** The Borrower shall monitor the progress of the Programme and prepare Programme Reports in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions and on the basis of indicators acceptable to the Fund. Each Programme Report shall cover a period of one (1) calendar quarter and shall be furnished to the Fund not later than thirty (30) days after the end of the period covered by such report.

Section 7.02. **Completion Report.** The Borrower shall prepare and submit to the Fund a Completion Report, pursuant to Section 9.10 (*Completion Report*) of the General Conditions, not later than six (6) months after the end of the Closing Date.

ARTICLE VIII
FINANCIAL MANAGEMENT

Section 8.01. **Internal Control.** The Borrower shall

- (a) maintain proper records and procedures in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions; and
- (b) ensure that the proceeds of the Loan are utilized in accordance with the provisions of the Loan Agreement, the Borrower's institutional and regulatory frameworks as well as its public financial regulations 2015.

Section 8.02. **Budgeting.** The Borrower shall:

- (a) ensure that all COVID-19 related activities under the Programme are budgeted for under the national budget and that any subsequent revisions to the budget are undertaken in compliance with the Organic Law on State Finances and Property; and
- (b) submit to the Fund a copy of the revised budget (if any) no later than forty-five (45) days after the date of approval of the revised budget by Parliament.

Section 8.03. **External Audit.** The Borrower shall submit to the Fund, the audit report on the Consolidated Financial Statements for 2020/21 fiscal year and thereafter, for each year of the Programme. The audit reports shall be submitted to the Fund following parliamentary consideration of said audit reports no later than nine (9) months after the end of the fiscal year during which disbursement occurs.

ARTICLE IX
ENVIRONMENTAL AND SOCIAL SAFEGUARDS

Section 9.01. **Environmental and Social Safeguards.** The Borrower shall, and shall cause the Executing Agency, all its contractors, sub-contractors and agents to carry out all COVID-19 related activities under the Programme in accordance with the Fund's Safeguards Policies and the applicable national legislation in a manner and in substance satisfactory to the Fund in particular, the Borrower will manage any biomedical waste in accordance with relevant national legislation, good international practice recommended by the World Health Organization (WHO) or any other technically and financially feasible and efficient practice acceptable to the Fund.

Section 9.02. **Reporting.** The Borrower shall prepare and submit to the Fund, as part of the Completion Report, a report on the environmental and social aspects of the implementation of COVID-19 related activities under the Programme, in form and substance acceptable to the Fund, no later than six (6) months after the end of the Closing Date.

ARTICLE X
AUTHORIZED REPRESENTATIVES, DATE, ADDRESSES

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

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

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

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

Attention: Minister of State in charge of Economic Planning

For the Fund: **Headquarters:**
African Development Fund
01 B.P. 1387
Abidjan 01
REPUBLIC OF COTE D’IVOIRE
Tel: (225) 20.20.44.44/20.26.39.00

Attention: Director ECGF

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

Attention: **Country Manager**
Rwanda Country Office (CORW)

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

FOR THE REPUBLIC OF RWANDA



UZZIEL NDAGIJIMANA

ECONOMIC PLANNING



MINISTER OF FINANCE AND

FOR AFRICAN DEVELOPMENT FUND



NNENNA NWABUFO
ACTING DIRECTOR GENERAL
EAST AFRICA REGIONAL DEVELOPMENT
AND BUSINESS DELIVERY OFFICE

-13-

*Signature Page to the Rwanda COVID-19 Crisis Response Budget Support Programme
(RCRBS) – RWANDA - LOAN No.: 2100150042351*

SCHEDULE I
PROGRAMME DESCRIPTION

(A) **Programme Purpose, Objectives and Outcomes**

1. **Purpose**: This is a crisis response budget support loan.
2. **Objectives**: The objectives of the Programme are to support the Government of Rwanda's Coronavirus 2019 National Preparedness and Response Plan and Economic Recovery Plan (ERP) (May 2020 to December 2021), which outlines measures to contain COVID-19 and to mitigate the economic and social impacts of the pandemic on local businesses and households, particularly the poor; and contribute to mitigation of macroeconomic risks.

The Programme consists of the following components:

- (i) **Component 1: Strengthen the health system to contain COVID-19 spread**
The Programme will strengthen the health system. Specifically it will support: (a) COVID-19 National Response Plan; and (b) updating COVID-19 response plan.

The expected results include: (a) enhanced testing capacity from 1,000 to 4,000/day by operationalizing 6 additional laboratories; (b) training of over 500 health care professionals (at least 10% female) on COVID-19 issues; (c) rolling out infection protection and control through procurement of personal protection equipment; and (d) increased national capacity of Intensive Care Units at treatment centers with additional 84 bed capacity.

- (ii) **Component 2: Safeguarding economic resilience against COVID-19 shocks**

The Programme will support the following: (a) approval of the Economic Recovery Plan, and (b) approval of an Economic Recovery Fund and its operational guidelines.

The expected results include (a) re-skilling and retooling about 2,500 informal sector workers, low-earning employees in the hospitality and tourism industry; (b) support for 3,500 microenterprises/causal workers (including 30% female sole proprietors); and (c) improved procurement process and training 100 procurement officials, including those in the health sector.

- (iii) **Component 3: Mitigating Impact of COVID-19 on the Vulnerable**

The Programme will support government's expansion of social protection to new vulnerable categories due to COVID-19, as outlined in the ERP under the Social Response Plan of the ERP. The expected results include: (a) increase budget allocation to expand social transfers (cash/food) from 55,300 to 213,000 new households with members working in the informal sector affected by COVID-19, (b) support about 31,000 out of 58,265 small scale

farmers with inputs (fertilizer and seeds), (c) support 1.9 million poor people who are unable to meet their contribution for CBHI and (d) New vulnerable households enrolled in Labour Intensive Public Works.

3. **Outcomes:** The expected outcomes of the Programme are as follows: (a) enhanced capacity of public health system to contain COVID-19; (b) vulnerable households' livelihood protected and (c) risk to macroeconomic stability minimized and private sector's resilience enhanced.

(B) **Prior Actions before Presentation to the Fund's Board of Directors**

The prior actions taken by the Borrower under the Programme are summarized in the table below:

S/N	Policy Measures	Required Evidence
1	Ministerial approval of the Coronavirus Disease 2019 National Preparedness and Response Plan	A letter from the Ministry of Finance and Economic Planning confirming the Ministerial approval of the Coronavirus Disease 2019, National Preparedness and Response plan with a copy of the National Preparedness and Response plan.
2	Cabinet approval of the Economic Recovery Plan	A letter from the Ministry of Finance and Economic Planning confirming the cabinet approval of the Economic Recovery Plan with a copy of the Economic Recovery Plan.
3	Cabinet approval of the Economic Recovery Fund and operational guidelines	A letter from the Ministry of Finance and Economic Planning confirming the cabinet approval of the Economic Recovery Fund Plan with a copy of the Economic Recovery Fund Plan.
4	Allocation of FRW 46.4 billion to strengthen the health and social sector respond to the COVID-19 pandemic.	A letter from the Minister of Finance and Economic Planning confirming the supplementary budget approval of the additional allocation to the health and social sector programs.
5	Approval of the amended Public Procurement Regulations	The Minister of Finance and Economic Planning forwards the Gazetted Public Procurement Regulations, as posted online on RPPA's website.

SCHEDULE II
NEGATIVE LIST

1. Production of, or trade in, any product or activity deemed illegal under host country laws or regulations or international conventions and agreements.
2. Production of, or trade in, radioactive materials, with the exception of medical materials and quality-control equipment for which the Fund considers the radioactive source to be trivial and adequately shielded.
3. Production of, or trade in, or use of, unbonded asbestos fibres or other products with bonded asbestos as dominant material.
4. Production of, or trade in, pharmaceuticals, chemical compounds and other harmful substances subject to international phase-outs or bans, including pesticides classified by the World Health Organization as Class Ia (extremely hazardous), Ib (highly hazardous) or II (moderately hazardous).
5. Production of, or trade in, ozone-depleting substances subject to international phase out.
6. Trade in wildlife or wildlife products regulated under the Convention on International Trade in Endangered Species of Wild Fauna and Flora.
7. Purchase of logging equipment for use in unmanaged primary tropical rainforests.
8. Production or activities involving harmful or exploitative forms of forced labour¹ and/or harmful child labour² as defined by national regulations and international standards.
9. Goods and services supplied under a contract which any national or international financing institution or agency other than the Fund has financed or agreed to finance, or which the Fund has financed or agreed to finance under another grant or loan.
10. Goods intended for military and/or paramilitary purposes.
11. Alcoholic beverages.
12. Un-manufactured tobacco, tobacco refuse, manufactured tobacco (whether or not containing tobacco substitutes) and tobacco processing machinery.

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

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

13. Platinum, pearls, precious and semi-precious stones, silver, gold and related products.
14. Nuclear reactors and parts thereof, non-irradiated fuel elements (cartridges) for nuclear reactors.
15. Goods for luxury consumption.

SCHEDULE III
DEFINITIONS

1. **“Anti-Corruption Policies”** means the Uniform Framework for Preventing and Combating Fraud and Corruption dated September 2006, the Whistle Blowing and Complaints Handling Policy dated January 2007, the Procurement Framework, the Cross-Debarment Agreement and the Sanctions Procedures of the African Development Bank Group issued November 18, 2014 as the same may be amended from time to time.
2. **“Bank”** means the African Development Bank.
3. **“Completion Report”** means a comprehensive report on inter-alia the execution and the initial operation of the Programme, including the costs and benefits derived and to be derived therefrom, the performance by the Borrower and the Fund of their respective obligations under the Agreement, the accomplishment of the purposes of the Loan and the plan designed to ensure the sustainability of the Programme achievements, amongst others, to be prepared and submitted by the Borrower to the Fund in accordance with the terms of this Agreement.
4. **“Cross-Debarment Agreement”** means the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 and entered into, amongst the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank Group and the World Bank Group as the same may be amended from time to time.
5. **“Disbursed Loan Balance”** means the principal amount of the Loan disbursed to the Borrower and outstanding from time to time.
6. **“Disbursement Handbook”** means the Disbursement Handbook of the African Development Bank Group dated March 2020 setting out the disbursement policies, guidelines, practices, and procedures of the Bank Group as the same may be amended from time to time.
7. **“Non-Eligible Expenditures”** means expenditure determined as non-eligible for Bank Group financing under the Policy on Expenditure Eligible for Bank Group Financing dated March 2008 as the same may be amended from time to time as well as expenditure for goods or services contained on the Negative List attached as Schedule II (*Negative List*) to this Agreement.
8. **“Prior Actions”** means the actions listed in the table in Schedule I (B) (*Prior Actions before Presentation to the Fund’s Board of Directors*) to this Agreement which are to be fulfilled prior to the presentation of the Loan proposal to the Board of Directors of the Fund.

9. **“Procurement Framework”** means (i) the Procurement Policy for Bank Group Funded Operations dated October 2015 and effective January 1, 2016; (ii) the Methodology for Implementation of the Procurement Policy of the African Development Bank; (iii) the Operations Procurement Manual for the African Development Bank; and (iv) the Procurement Toolkit for the African Development Bank as the same may be amended from time to time.
10. **“Programme Report”** means the report prepared by the Borrower pursuant to this Agreement containing programme information that includes amongst others, sources and uses of funds including those committed, with the corresponding budgets, progress on programme implementation made in the achievement of the results together with other supporting schedules and highlighting issues that require attention.
11. **“Substitute Currency”** means the substitute currency selected under Section 4.04 (*Temporary Currency Substitution*) of the General Conditions.
12. **“Undisbursed Loan Balance”** means the amount of the Loan remaining undisbursed from the Loan Account from time to time.
13. **“Units of Account”** has the meaning given in the Agreement establishing the Fund.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko N° 018/2020 ryo ku wa 16/10/2020 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo irindwi n'imwe za <i>Units of Account</i> (71.000.000 UA) agenewe gahunda yo gushyigikira ingengo y'imari y'u Rwanda yo guhangana n'ibibazo bya COVID-19 (RCRBS), yashyiriweho umukono i Kigali mu Rwanda, ku wa 10 Kanama 2020.</p>	<p>Seen to be annexed to Law N° 018/2020 of 16/10/2020 approving ratification of the Loan Agreement between the Republic of Rwanda and the African Development Fund, relating to the Loan of seventy one million Units of Account (UA 71,000,000) for Rwanda COVID-19 crisis response budget support program (RCRBS), signed at Kigali, Rwanda on 10 August 2020.</p>	<p>Vu pour être annexé à Loi N° 018/2020 du 16/10/2020 approuvant la ratification de l'Accord de prêt entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de soixante-onze million d'Unités de Compte (71.000.000 UA) pour le programme d'appui au budget du Rwanda en réponse a la crise causée par le COVID-19 (RCRBS), signé à Kigali au Rwanda, le 10 Aout 2020.</p>
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Kigali, on 16/10/2020

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
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 n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 93Bis/01 RYO KU WA 21/09/2020 RIHANAGURA UBUSEMBWA KU BAHOZE ARI BA OFISIYE BA POLISI Y’U RWANDA</p>	<p>PRESIDENTIAL ORDER N° 93Bis/01 OF 21/09/2020 REHABILITATING FORMER POLICE OFFICERS OF THE RWANDA NATIONAL POLICE</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 93Bis/01 DU 21/09/2020 PORTANT RÉHABILITATION DES ANCIENS OFFICIERS DE LA POLICE NATIONALE DU RWANDA</p>
<p style="text-align: center;"><u>ISHAKIRO</u></p>	<p style="text-align: center;"><u>CONTENTS</u></p>	<p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p>
<p><u>Ingingo ya mbere:</u> Ihanagurabusembwa</p>	<p><u>Article One:</u> Rehabilitation</p>	<p><u>Article premier:</u> Réhabilitation</p>
<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p>	<p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p>
<p><u>Ingingo ya 3:</u> Ivanwaho ry’ingingo zinyuranyije n’iri teka</p>	<p><u>Article 3:</u> Repealing provision</p>	<p><u>Article 3:</u> Disposition abrogatoire</p>
<p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p><u>Article 4:</u> Commencement</p>	<p><u>Article 4:</u> Entrée en vigueur</p>

<p>ITEKA RYA PEREZIDA N° 93Bis/01 RYO KU WA 21/09/2020 RIHANAGURA UBUSEMBWA KU BAHOZE ARI BA OFISIYE BA POLISI Y’U RWANDA</p>	<p>PRESIDENTIAL ORDER N° 93Bis/01 OF 21/09/2020 REHABILITATING FORMER POLICE OFFICERS OF THE RWANDA NATIONAL POLICE</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 93Bis/01 DU 21/09/2020 PORTANT RÉHABILITATION DES ANCIENS OFFICIERS DE LA POLICE NATIONALE DU RWANDA</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République;</p>
<p>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, n’iya 176;</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122 and 176;</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122 et 176;</p>
<p>Dushingiye ku Itegeko n° 86/2013 ryo ku wa 11/09/2013 rishyiraho sitati rusange igenga abakozi ba Leta, cyane cyane mu ngingo yaryo ya 99;</p>	<p>Pursuant to Law n° 86/2013 of 11/09/2013 establishing the general statutes for public service especially in Article 99;</p>	<p>Vu la loi n° 86/2013 du 11/09/2013 portant statut général de la fonction publique, spécialement en son article 99;</p>
<p>Bisabwe na Minisitiri w’Ubutabera/Intumwa Nkuru ya Leta;</p>	<p>On proposal by the Minister of Justice/Attorney General;</p>	<p>Sur proposition du Ministre de la Justice/Garde des Sceaux;</p>
<p>Inama y’Abaminisitiri yateranye ku wa 03/04/2019 imaze kubisuzuma no kubyemeza;</p>	<p>After consideration and approval by the Cabinet, in its meeting of 03/04/2019;</p>	<p>Après examen et adoption par le Conseil des Ministres en sa séance du 03/04/2019;</p>
<p>TWATEGETSE KANDI DUTEGETSE:</p>	<p>HAVE ORDERED AND ORDER:</p>	<p>AVONS ARRÊTÉ ET ARRÊTONS:</p>
<p><u>Ingingo ya mbere:</u> Ihanagurabusembwa</p>	<p><u>Article One:</u> Rehabilitation</p>	<p><u>Article premier:</u> Réhabilitation</p>
<p>Abahoze ari ba Ofisiye ba Polisi y’u Rwanda bafite amazina na numero za matirikire biri ku mugereka w’iri teka bahanaguweho ubusembwa.</p>	<p>Former officers of the Rwanda National Police whose names and registration numbers appear in the Annex to this Order are rehabilitated.</p>	<p>Les anciens officiers de la Police Nationale du Rwanda dont les noms et numéros matricules figurent sur la liste en annexe du présent arrêté sont réhabilités.</p>

<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w’Intebe, Minisitiri w’Ubutabera/Intumwa Nkuru ya Leta na Minisitiri w’Abakozi ba Leta n’Umurimo bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry’ingingo zinyuranyije n’iri teka</p> <p>Ingingo zose z’amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku muni rishyiriweho umukono . Agaciro karyo gahera ku wa 03/04/2019.</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Justice/Attorney General and the Minister of Public Service and Labour are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Repealing provision</p> <p>All prior provisions contrary to this Order are repealed.</p> <p><u>Article 4:</u> Commencement</p> <p>This Order comes into force on the date of its signature. It takes effect as of 03/04/2019.</p>	<p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre de la Justice/Garde des Sceaux et le Ministre de la Fonction Publique et du Travail sont chargés de l’exécution du présent arrêté.</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p> <p><u>Article 4:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa signature . Il sort ses effets à partir du 03/04/2019.</p>
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Kigali, 21/09/2020

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

**Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 93Bis/01 RYO KU WA 21/09/2020 RIHANAGURA UBUSEMBWA KU BAHOZE ARI BA OFISIYE BA POLISI Y'U RWANDA	ANNEX TO THE PRESIDENTIAL ORDER N° 93Bis/01 OF 21/09/2020 REHABILITATING FORMER POLICE OFFICERS OF THE RWANDA NATIONAL POLICE	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 93Bis/01 DU 21/09/2020 PORTANT RÉHABILITATION DES ANCIENS OFFICIERS DE LA POLICE NATIONALE DU RWANDA
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ABAHOZE ARI BA OFISIYE BAHANAGUWEHO UBUSEMBWA	REHABILITATED FORMER OFFICERS	ANCIENS OFFICIERS RÉHABILITÉS
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N°	PN	IPETI YARI AFITE/FORMER RANK/ ANCIEN GRADE	AMAZINA/NAMES/NOMS
1.	00031	CSP	GAKWAYA Emmanuel
2.	00064	SP	MUHIZI Francis
3.	00079	CIP	KASAIJA Charles
4.	00166	IP	MUGABO KABARUKA Peter
5.	00057	IP	RUSAGARA TUMUSIIME Alex
6.	04471	AIP	BARIYO Andrew

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida N° 93Bis/01 ryo ku wa 21/09/2020 rihanagura ubusembwa ku bahoze ari ba ofisiye ba Polisi y'u Rwanda	Seen to be annexed to the Presidential Order N° 93Bis/01 of 21/09/2020 rehabilitating former police officers of the Rwanda National Police	Vu pour être annexé à l'Arrêté Présidentiel N° 93Bis/01 du 21/09/2020 portant réhabilitation des anciens officiers de la Police Nationale du Rwanda
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Kigali, 21/09/2020

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

**Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 120/01 RYO KU WA 16/10/2020 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO IRINDWI N'IMWE ZA UNITS OF ACCOUNT (71.000.000 UA) AGENEWE GAHUNDA YO GUSHYIGIKIRA INGENGO Y'IMARI Y'U RWANDA YO GUHANGANA N'IBIBAZO BYA COVID-19 (RCRBS), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 10 KANAMA 2020</p>	<p>PRESIDENTIAL ORDER N°120/01 OF 16/10/2020 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND, RELATING TO THE LOAN OF SEVENTY-ONE MILLION UNITS OF ACCOUNT (UA 71,000,000) FOR RWANDA COVID-19 CRISIS RESPONSE BUDGET SUPPORT PROGRAM (RCRBS), SIGNED AT KIGALI, RWANDA, ON 10 AUGUST 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 120/01 DU 16/10/2020 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DÉVELOPPEMENT, RELATIF AU PRÊT DE SOIXANTE-ONZE MILLION D'UNITÉS DE COMPTE (71.000.000 UA) POUR LE PROGRAMME D'APPUI AU BUDGET DU RWANDA POUR LA RÉPONSE À LA CRISE CAUSÉE PAR LE COVID-19 (RCRBS), SIGNÉ À KIGALI, AU RWANDA, LE 10 AOÛT 2020</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIERES</u></p>
<p><u>Ingingo ya mbere:</u> Kwemeza burundu</p>	<p><u>Article One:</u> Ratification</p>	<p><u>Article premier:</u> Ratification</p>
<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p>	<p><u>Article 2 :</u> Autorités chargées de l'exécution du présent arrêté</p>
<p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEKA RYA PEREZIDA N° 120/01 RYO KU WA 16/10/2020 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO IRINDWI N'IMWE ZA UNITS OF ACCOUNT (71.000.000 UA) AGENEWE GAHUNDA YO GUSHYIGIKIRA INGENGO Y'IMARI Y'U RWANDA YO GUHANGANA N'IBIBAZO BYA COVID-19 (RCRBS), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 10 KANAMA 2020</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>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;</p> <p>Dushingiye ku Itegeko n° 018/2020 ryo ku wa 16/10/2020 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika gitsura Amajyambere, yerekeranye</p>	<p>PRESIDENTIAL ORDER N°120/01 OF 16/10/2020 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND, RELATING TO THE LOAN OF SEVENTY-ONE MILLION UNITS OF ACCOUNT (UA 71,000,000) FOR RWANDA COVID-19 CRISIS RESPONSE BUDGET SUPPORT PROGRAM (RCRBS), SIGNED AT KIGALI, RWANDA, ON 10 AUGUST 2020</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n° 018/2020 of 16/10/2020 approving ratification of the Loan Agreement between the Republic of Rwanda and the African Development Fund, relating to the loan of seventy-one million Units of Account</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 120/01 DU 16/10/2020 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DÉVELOPPEMENT, RELATIF AU PRÊT DE SOIXANTE-ONZE MILLION D'UNITÉS DE COMPTE (71.000.000 UA) POUR LE PROGRAMME D'APPUI AU BUDGET DU RWANDA POUR LA RÉPONSE À LA CRISE CAUSÉE PAR LE COVID-19 (RCRBS), SIGNÉ À KIGALI, AU RWANDA, LE 10 AOÛT 2020</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176 ;</p> <p>Vu la Loi n° 018/2020 du 16/10/2020 approuvant la ratification de l'Accord de prêt entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de soixante-onze million d'Unités de Compte</p>
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<p>n'inguzanyo ingana na miliyoni mirongo irindwi n'imwe za <i>Units of Account</i> (71.000.000 UA) agenewe gahunda yo gushyigikira ingengo y'imari y'u Rwanda yo guhangana n'ibibazo bya COVID-19 (RCRBS), yashyiriweho umukono i Kigali mu Rwanda, ku wa 10 Kanama 2020;</p>	<p>(UA 71,000,000) for Rwanda COVID-19 crisis response budget support Program (RCRBS), signed at Kigali, Rwanda on 10 August 2020;</p>	<p>(71.000.000 UA) pour le programme d'appui au budget du Rwanda en réponse à la crise causée par le COVID-19 (RCRBS), signé à Kigali au Rwanda, le 10 août 2020;</p>
<p>Tumaze kubona Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo irindwi n'imwe za <i>Units of Account</i> (71.000.000 UA) agenewe gahunda yo gushyigikira ingengo y'imari y'u Rwanda yo guhangana n'ibibazo bya COVID-19 (RCRBS), yashyiriweho umukono i Kigali mu Rwanda, ku wa 10 Kanama 2020;</p>	<p>Considering the Loan Agreement between the Republic of Rwanda and the African Development Fund, relating to the loan of seventy-one million Units of Account (UA 71,000,000) for Rwanda COVID-19 crisis response budget support Program (RCRBS), signed at Kigali, Rwanda, on 10 August 2020;</p>	<p>Considérant l'Accord de prêt entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de soixante-onze million d'Unités de Compte (71.000.000 UA) pour le programme d'appui au budget du Rwanda en réponse à la crise causée par le COVID-19 (RCRBS), signé à Kigali, au Rwanda, le 10 août 2020;</p>
<p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p>	<p>On proposal by the Minister of Finance and Economic Planning;</p>	<p>Sur proposition du Ministre des Finances et de la Planification Économique;</p>
<p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p>	<p>After consideration and approval by the Cabinet meeting;</p>	<p>Après examen et adoption par le Conseil des Ministres;</p>
<p>TWATEGETSE KANDI DUTEGETSE:</p>	<p>HAVE ORDERED AND ORDER:</p>	<p>AVONS ARRÊTÉ ET ARRÊTONS:</p>
<p><u>Ingingo ya mbere: Kwemeza burundu</u></p>	<p><u>Article One: Ratification</u></p>	<p><u>Article premier: Ratification</u></p>
<p>Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika gitsura Amajyambere, yerekeranye</p>	<p>The Loan Agreement between the Republic of Rwanda and the African Development Fund, relating to the loan of seventy-one million</p>	<p>L'Accord de prêt entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de soixante-onze</p>

<p>n'inguzanyo ingana na miliyoni mirongo irindwi n'imwe za <i>Units of Account</i> (71.000.000 UA) agenewe gahunda yo gushyigikira ingengo y'imari y'u Rwanda yo guhangana n'ibibazo bya COVID-19 (RCRBS), yashyiriweho umukono i Kigali mu Rwanda, ku wa 10 Kanama 2020, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ubuzima bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>Units of Account (UA 71,000,000) for Rwanda COVID-19 crisis response budget support Program (RCRBS), signed at Kigali, Rwanda, on 10 August 2020, annexed to this Order is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Health are entrusted with the implementation of this Order.</p> <p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>million d'Unités de Compte (71.000.000 UA) pour le programme d'appui au budget du Rwanda en réponse à la crise causée par le COVID-19 (RCRBS), signé à Kigali, au Rwanda, le 10 août 2020, annexé au présent arrêté est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Etrangères et de la Coopération Internationale et le Ministre de la Santé sont chargés de l'exécution du présent arrêté.</p> <p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 16/10/2020

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

**Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 120/01 RYO KU WA 16/10/2020 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO IRINDWI N'IMWE ZA <i>UNITS OF ACCOUNT</i> (71.000.000 UA) AGENEWE GAHUNDA YO GUSHYIGIKIRA INGENGO Y'IMARI Y'U RWANDA YO GUHANGANA N'IBIBAZO BYA COVID-19 (RCRBS), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 10 KANAMA 2020</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 120/01 OF 16/10/2020 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND, RELATING TO THE LOAN OF SEVENTY-ONE MILLION UNITS OF ACCOUNT (UA 71,000,000) FOR RWANDA COVID-19 CRISIS RESPONSE BUDGET SUPPORT PROGRAM (RCRBS), SIGNED AT KIGALI, RWANDA, ON 10 AUGUST 2020</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 120/01 DU 16/10/2020 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DÉVELOPPEMENT, RELATIF AU PRÊT DE SOIXANTE-ONZE MILLION D'UNITÉS DE COMPTE (71.000.000 UA) POUR LE PROGRAMME D'APPUI AU BUDGET DU RWANDA POUR LA RÉPONSE À LA CRISE CAUSÉE PAR LE COVID-19 (RCRBS), SIGNÉ À KIGALI, AU RWANDA, LE 10 AOÛT 2020</p>
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PROGRAMME ID No. : P-RW-K00-013

LOAN No.: 2100150042351

LOAN AGREEMENT

BETWEEN

REPUBLIC OF RWANDA

AND

AFRICAN DEVELOPMENT FUND

**RWANDA COVID-19 CRISIS RESPONSE BUDGET
SUPPORT PROGRAM (RCRBS)**

LOAN AGREEMENT
RWANDA COVID-19 CRISIS RESPONSE BUDGET SUPPORT PROGRAM (RCRBS)

PROGRAMME ID No. : P-RW-K00-013

LOAN No.: 2100150042351

This LOAN AGREEMENT, (the “Agreement”) is entered into this 10TH day of AUGUST 2020, between the Republic of Rwanda (the “Borrower”) and the AFRICAN DEVELOPMENT FUND (the “Fund”).

WHEREAS:

- (A) The Borrower has requested the Fund to assist in the financing of the Rwanda COVID-19 Crisis Response Budget Support Programme (RCRBS) (the “Programme”) as further described in Schedule I (A) (*Programme Purpose, Objectives and Outcomes*) to this Agreement by providing a loan to the Borrower in the amount specified in Section 2.01 (*Amount*) of this Agreement on the terms and conditions set forth or referred to in this Agreement;
- (B) The Borrower’s Ministry of Finance and Economic Planning shall be the Executing Agency for the Programme;
- (C) The Borrower has declared its commitment to the execution of the Programme; and
- (D) The Fund has agreed to provide the loan on the basis, inter alia of the Prior Actions which the Borrower has already taken under the Programme and which are further described in Schedule I(B) (*Prior Actions before Presentation to the Fund’s Board of Directors*) to this Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I
GENERAL CONDITIONS - DEFINITIONS

Section 1.01. **General Conditions**. The *General Conditions Applicable to the African Development Fund Loan Agreements and Guarantee Agreements (Sovereign Entities)* dated February 2009, as amended from time to time, (the “General Conditions”) constitute an integral part of this Agreement.

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

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

ARTICLE II **THE LOAN**

Section 2.01. **Amount.** The Fund agrees to extend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, a loan of an amount in various convertible currencies other than the currency of the Borrower, not exceeding the equivalent of Seventy One Million Units of Account (UA 71,000,000) (the “Loan”) to support the implementation of the Programme.

Section 2.02. **Payment Dates.** The Payment Dates are 15 February and 15 August in each year.

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

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

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

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

Section 2.06. **Currency of Payment.** All amounts due to the Fund under this Agreement shall be payable in the Disbursement Currency as provided in Section 3.03 (*Disbursement Currency*) of this Agreement or the Substitute Currency as applicable.

Section 2.07. **Accelerated Repayment**

- (a) Notwithstanding the provisions of Section 2.05 (*Repayment of the Principal*) of this Agreement, the Fund may modify the repayment of instalments of the Disbursed Loan

Balance in accordance with paragraphs (b) and (c) of this Section whenever all of the following events have occurred:

- (i) the Borrower's per capita gross national income, as determined by the Fund, has exceeded for more than two (2) consecutive years, the level established by the Fund for determining eligibility to access the Fund's resources;
 - (ii) the Bank considers the Borrower creditworthy for borrowing from the Bank; and
 - (iii) after due consideration of the development of the Borrower's economy and other relevant factors, the Board of Directors of the Fund has reviewed and approved such modification.
- (b) The Fund shall, upon the occurrence of the events referred to in paragraph (a) of this Section, notify the Borrower of the same and
- (i) require the Borrower to repay twice the amount of each instalment of the Disbursed Loan Balance not yet due until the Loan has been fully repaid (the "Principal Option"); or
 - (ii) require the Borrower to increase the Service Charge applicable to the Disbursed Loan Balance to an annual rate agreed with the Fund that would, in the opinion of the Fund, result in the same level of concessionality as the Principal Option (the "Interest Option"); or
 - (iii) if the agreed applicable Service Charge under the Interest Option would be more than the fixed rate for a Bank sovereign-guaranteed loan:
 1. require the Borrower to repay an amount agreed with the Fund that is greater than the then applicable semi-annual instalment; and
 2. increase the Service Charge applicable to the Loan to an annual rate agreed with the Fund that is equal to that of the fixed rate for a similar Bank sovereign-guaranteed loan (the "Combination Option").
- (c) The Borrower shall, within two (2) months of receipt of the notice referred to in paragraph (b) of this Section, notify the Fund whether it elects the Principal Option, the Interest Option or, if applicable, the Combination Option. In the event that the Borrower does not respond within the two (2) month period, the Fund shall automatically apply the Principal Option.
- (d) The Borrower shall commence such modified repayment as of the first semi-annual Payment Date, falling not less than six (6) months after the date on which the Fund notifies the Borrower that the events specified in paragraph (a) of this Section have occurred; provided, however, that in no event shall the Borrower be required to commence such modified repayment prior to the Grace Period.

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

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

ARTICLE III

ENTRY INTO FORCE AND DISBURSEMENT

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

Section 3.02. **Disbursement.** The proceeds of the Loan shall be disbursed to the Borrower, in accordance with the provisions of (a) Article V (*Disbursement of the Loan*) of the General Conditions; (b) the Disbursement Handbook; (c) the Disbursement Letter; (d) Article III (*Entry into Force and Disbursement*) of this Agreement; and (e) such additional instructions as the Fund may specify by notice to the Borrower.

Section 3.03. **Disbursement Currency.** The Disbursement Currency is United States Dollars.

Section 3.04 **Disbursement Tranches.** Subject to Section 3.05 (*Conditions Precedent to Disbursement of the First Tranche*), the Loan shall be disbursed to the Borrower in two (2) tranches as set out in the table below:

Tranche	Amount expressed in Units of Account
First Tranche	55,880,000
Second Tranche	15,120,000
Total Amount	71,000,000

Section 3.05. **Condition Precedent to Disbursement of the First Tranche.** In addition to the provisions of Section 3.01 (*Entry into Force*) of this Agreement, the obligation of the Fund to make the disbursement of the first tranche of the Loan shall be subject to the satisfaction of the following condition by the Borrower:

- (a) Submission of the evidence of the opening of a foreign currency denominated special account (the “Special Account”) in the Central Bank of Rwanda for the deposit of the proceeds of the Loan, in form and substance satisfactory to the Fund.

Section 3.06 **Disbursement of the Second Tranche**. Subject to Section 3.01 (*Entry into Force*) of this Agreement, the Fund shall make the disbursement of second tranche of the Loan no earlier than 1 January 2021 or such other date as may be agreed by the Fund and the Borrower.

Section 3.07. **Non-Eligible Expenditures**. The Borrower undertakes that the proceeds of the Loan shall not be used to finance any of the items listed in Schedule II (*Negative List*) to this Agreement. If the Fund determines that at any time an amount of the Loan was used to make a payment for a Non-Eligible Expenditure, the Borrower shall, promptly, upon notice from the Fund, refund an amount equal to the amount of such payment to the Fund. Amounts refunded to the Fund upon such request shall be cancelled.

Section 3.08 **Closing Date**. For purposes of Section 6.03 (*Cancellation by the Fund*) of the General Conditions, the Closing Date shall be **31 July 2021**, or such later date as shall be agreed upon in writing between the Borrower and the Fund.

ARTICLE IV **UNDERTAKINGS**

Section 4.01. The Borrower declares its commitment to the objectives of the Programme. To this end, the Borrower shall carry out, and shall cause the Executing Agency to carry out the Programme, in accordance with the provisions of Article IX (*Project Implementation - Cooperation and Information*) of the General Conditions and this Agreement.

Section 4.02. **Integrity**. The Borrower shall, and shall cause the Executing Agency to, carry out the Programme in accordance with the provisions of the Anti-Corruption Policies.

ARTICLE V **ADDITIONAL REMEDIES OF THE FUND**

Section 5.01. **Other Events of Suspension**. For the purpose of Section 6.02 (1) (k) (*Other Events of Suspension*) of the General Conditions, the other event of suspension of the Loan consist of any circumstance arising which in the opinion of the Fund interferes with or threatens to interfere with the successful completion of the Programme or the accomplishment of its purposes.

Section 5.02. **Other Events of Cancellation**. In addition, to the events in Section 6.03 (*Cancellation by the Fund*) of the General Conditions, the other event of cancellation of the Loan consist of any event specified in Section 5.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice

of the event has been given by the Fund to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Fund.

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

ARTICLE VI **PROCUREMENT**

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

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

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

- (a) **Eligibility.** The proceeds of the Loan shall be used for the procurement of Goods, Works, Non-Consulting Services and Consulting Services satisfying the applicable country of origin requirements prescribed in the Rwanda Public Procurement Law No.62/2018 (the "**Borrower's Procurement System**"), except that, the proceeds of the Loan shall not be used for the procurement of :
- (i) firms from a country or goods manufactured in a country excluded in compliance with the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and/ or
 - (ii) firms sanctioned by the Fund in accordance with the Anti-Corruption Policies.
- (b) **Methods.** Each contract for Goods, Works, Non-Consulting Services and Consulting Services required for the Programme shall be procured in accordance with the Borrower's Procurement System using the relevant National Standard Bidding Documents or National Model Bidding Documents.

Section 6.04. **Procurement Oversight and Audit**

- (a) The Borrower shall cause the Rwanda Public Procurement Authority (RPPA) or the Office of Auditor General to carry out a procurement audit of all COVID-19 related

activities under the Programme in accordance with the Borrower's Procurement System for the fiscal year during which disbursement occurred.

- (b) The annual procurement audit report shall be submitted to the Fund no later than six (6) months after the end of each fiscal year.
- (c) The Fund may, in its sole discretion, require independent procurement audits or inspections to be undertaken by independent auditors appointed by the Fund. The costs of such independent audits or inspections shall be borne by the Fund.

Section 6.05. **Reports and Retention of Documents.**

- (a) The Borrower shall and shall cause the Executing Agency to maintain and record all relevant information concerning the procurement activities undertaken for the Programme and shall include the said information in each Programme Report to be submitted to the Fund on a quarterly basis in accordance with the provisions of Section 7.01 (*Programme Report*) of this Agreement
- (b) The Borrower shall and shall cause the Executing Agency to retain copies of all records (contracts, orders, invoices, bills, receipts and other documents) for periodic review and inspection by the Fund in accordance with Section 9.09 (c) (*Accounts, Records and Audit*) of the General Conditions.
- (c) Notwithstanding the provisions of sub-section (b) above, the Fund may, by notice in writing, require the Borrower to keep all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures financed with the Loan for a longer period as stipulated in the notice, in the event of an investigation or inquiry by the Fund under the Programme, including without limitation in the following instances: (i) the Borrower fails to submit the Programme audit reports; (ii) qualified Programme audit reports are received by the Fund; and/or (iii) ineligible expenditures have been incurred by the Borrower and have not been fully reimbursed to the Fund.

ARTICLE VII
PROGRAMME REPORTING

Section 7.01. **Programme Report.** The Borrower shall monitor the progress of the Programme and prepare Programme Reports in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions and on the basis of indicators acceptable to the Fund. Each Programme Report shall cover a period of one (1) calendar quarter and shall be furnished to the Fund not later than thirty (30) days after the end of the period covered by such report.

Section 7.02. **Completion Report.** The Borrower shall prepare and submit to the Fund a Completion Report, pursuant to Section 9.10 (*Completion Report*) of the General Conditions, not later than six (6) months after the end of the Closing Date.

ARTICLE VIII
FINANCIAL MANAGEMENT

Section 8.01. **Internal Control.** The Borrower shall

- (a) maintain proper records and procedures in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions; and
- (b) ensure that the proceeds of the Loan are utilized in accordance with the provisions of the Loan Agreement, the Borrower's institutional and regulatory frameworks as well as its public financial regulations 2015.

Section 8.02. **Budgeting.** The Borrower shall:

- (a) ensure that all COVID-19 related activities under the Programme are budgeted for under the national budget and that any subsequent revisions to the budget are undertaken in compliance with the Organic Law on State Finances and Property; and
- (b) submit to the Fund a copy of the revised budget (if any) no later than forty-five (45) days after the date of approval of the revised budget by Parliament.

Section 8.03. **External Audit.** The Borrower shall submit to the Fund, the audit report on the Consolidated Financial Statements for 2020/21 fiscal year and thereafter, for each year of the Programme. The audit reports shall be submitted to the Fund following parliamentary consideration of said audit reports no later than nine (9) months after the end of the fiscal year during which disbursement occurs.

ARTICLE IX
ENVIRONMENTAL AND SOCIAL SAFEGUARDS

Section 9.01. **Environmental and Social Safeguards.** The Borrower shall, and shall cause the Executing Agency, all its contractors, sub-contractors and agents to carry out all COVID-19 related activities under the Programme in accordance with the Fund's Safeguards Policies and the applicable national legislation in a manner and in substance satisfactory to the Fund in particular, the Borrower will manage any biomedical waste in accordance with relevant national legislation, good international practice recommended by the World Health Organization (WHO) or any other technically and financially feasible and efficient practice acceptable to the Fund.

Section 9.02. **Reporting.** The Borrower shall prepare and submit to the Fund, as part of the Completion Report, a report on the environmental and social aspects of the implementation of COVID-19 related activities under the Programme, in form and substance acceptable to the Fund, no later than six (6) months after the end of the Closing Date.

ARTICLE X
AUTHORIZED REPRESENTATIVES, DATE, ADDRESSES

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

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

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

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

Attention: Minister of State in charge of Economic Planning

For the Fund: **Headquarters:**
African Development Fund
01 B.P. 1387
Abidjan 01
REPUBLIC OF COTE D'IVOIRE
Tel: (225) 20.20.44.44/20.26.39.00

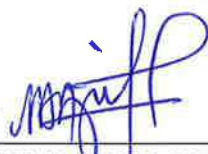
Attention: Director ECGF

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

Attention: **Country Manager**
Rwanda Country Office (CORW)

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

FOR THE REPUBLIC OF RWANDA



UZZIEL NDAGIJIMANA
MINISTER OF FINANCE AND ECONOMIC PLANNING

FOR AFRICAN DEVELOPMENT FUND



NNENNA NWABUFO
ACTING DIRECTOR GENERAL
EAST AFRICA REGIONAL DEVELOPMENT
AND BUSINESS DELIVERY OFFICE

-13-

*Signature Page to the Rwanda COVID-19 Crisis Response Budget Support Programme
(RCRBS) – RWANDA - LOAN No.: 2100150042351*

SCHEDULE I
PROGRAMME DESCRIPTION

(A) **Programme Purpose, Objectives and Outcomes**

1. **Purpose**: This is a crisis response budget support loan.
2. **Objectives**: The objectives of the Programme are to support the Government of Rwanda's Coronavirus 2019 National Preparedness and Response Plan and Economic Recovery Plan (ERP) (May 2020 to December 2021), which outlines measures to contain COVID-19 and to mitigate the economic and social impacts of the pandemic on local businesses and households, particularly the poor; and contribute to mitigation of macroeconomic risks.

The Programme consists of the following components:

(i) **Component 1: Strengthen the health system to contain COVID-19 spread**

The Programme will strengthen the health system. Specifically it will support: (a) COVID-19 National Response Plan; and (b) updating COVID-19 response plan.

The expected results include: (a) enhanced testing capacity from 1,000 to 4,000/day by operationalizing 6 additional laboratories; (b) training of over 500 health care professionals (at least 10% female) on COVID-19 issues; (c) rolling out infection protection and control through procurement of personal protection equipment; and (d) increased national capacity of Intensive Care Units at treatment centers with additional 84 bed capacity.

(ii) **Component 2: Safeguarding economic resilience against COVID-19 shocks**

The Programme will support the following: (a) approval of the Economic Recovery Plan, and (b) approval of an Economic Recovery Fund and its operational guidelines.

The expected results include (a) re-skilling and retooling about 2,500 informal sector workers, low-earning employees in the hospitality and tourism industry; (b) support for 3,500 microenterprises/causal workers (including 30% female sole proprietors); and (c) improved procurement process and training 100 procurement officials, including those in the health sector.

(iii) **Component 3: Mitigating Impact of COVID-19 on the Vulnerable**

The Programme will support government's expansion of social protection to new vulnerable categories due to COVID-19, as outlined in the ERP under the Social Response Plan of the ERP. The expected results include: (a) increase budget allocation to expand social transfers (cash/food) from 55,300 to 213,000 new households with members working in the informal sector affected by COVID-19, (b) support about 31,000 out of 58,265 small scale

farmers with inputs (fertilizer and seeds), (c) support 1.9 million poor people who are unable to meet their contribution for CBHI and (d) New vulnerable households enrolled in Labour Intensive Public Works.

3. **Outcomes:** The expected outcomes of the Programme are as follows: (a) enhanced capacity of public health system to contain COVID-19; (b) vulnerable households' livelihood protected and (c) risk to macroeconomic stability minimized and private sector's resilience enhanced.

(B) **Prior Actions before Presentation to the Fund's Board of Directors**

The prior actions taken by the Borrower under the Programme are summarized in the table below:

S/N	Policy Measures	Required Evidence
1	Ministerial approval of the Coronavirus Disease 2019 National Preparedness and Response Plan	A letter from the Ministry of Finance and Economic Planning confirming the Ministerial approval of the Coronavirus Disease 2019, National Preparedness and Response plan with a copy of the National Preparedness and Response plan.
2	Cabinet approval of the Economic Recovery Plan	A letter from the Ministry of Finance and Economic Planning confirming the cabinet approval of the Economic Recovery Plan with a copy of the Economic Recovery Plan.
3	Cabinet approval of the Economic Recovery Fund and operational guidelines	A letter from the Ministry of Finance and Economic Planning confirming the cabinet approval of the Economic Recovery Fund Plan with a copy of the Economic Recovery Fund Plan.
4	Allocation of FRW 46.4 billion to strengthen the health and social sector respond to the COVID-19 pandemic.	A letter from the Minister of Finance and Economic Planning confirming the supplementary budget approval of the additional allocation to the health and social sector programs.
5	Approval of the amended Public Procurement Regulations	The Minister of Finance and Economic Planning forwards the Gazetted Public Procurement Regulations, as posted online on RPPA's website.

SCHEDULE II
NEGATIVE LIST

1. Production of, or trade in, any product or activity deemed illegal under host country laws or regulations or international conventions and agreements.
2. Production of, or trade in, radioactive materials, with the exception of medical materials and quality-control equipment for which the Fund considers the radioactive source to be trivial and adequately shielded.
3. Production of, or trade in, or use of, unbonded asbestos fibres or other products with bonded asbestos as dominant material.
4. Production of, or trade in, pharmaceuticals, chemical compounds and other harmful substances subject to international phase-outs or bans, including pesticides classified by the World Health Organization as Class Ia (extremely hazardous), Ib (highly hazardous) or II (moderately hazardous).
5. Production of, or trade in, ozone-depleting substances subject to international phase out.
6. Trade in wildlife or wildlife products regulated under the Convention on International Trade in Endangered Species of Wild Fauna and Flora.
7. Purchase of logging equipment for use in unmanaged primary tropical rainforests.
8. Production or activities involving harmful or exploitative forms of forced labour¹ and/or harmful child labour² as defined by national regulations and international standards.
9. Goods and services supplied under a contract which any national or international financing institution or agency other than the Fund has financed or agreed to finance, or which the Fund has financed or agreed to finance under another grant or loan.
10. Goods intended for military and/or paramilitary purposes.
11. Alcoholic beverages.
12. Un-manufactured tobacco, tobacco refuse, manufactured tobacco (whether or not containing tobacco substitutes) and tobacco processing machinery.

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

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

13. Platinum, pearls, precious and semi-precious stones, silver, gold and related products.
14. Nuclear reactors and parts thereof, non-irradiated fuel elements (cartridges) for nuclear reactors.
15. Goods for luxury consumption.

SCHEDULE III
DEFINITIONS

1. **“Anti-Corruption Policies”** means the Uniform Framework for Preventing and Combating Fraud and Corruption dated September 2006, the Whistle Blowing and Complaints Handling Policy dated January 2007, the Procurement Framework, the Cross-Debarment Agreement and the Sanctions Procedures of the African Development Bank Group issued November 18, 2014 as the same may be amended from time to time.
2. **“Bank”** means the African Development Bank.
3. **“Completion Report”** means a comprehensive report on inter-alia the execution and the initial operation of the Programme, including the costs and benefits derived and to be derived therefrom, the performance by the Borrower and the Fund of their respective obligations under the Agreement, the accomplishment of the purposes of the Loan and the plan designed to ensure the sustainability of the Programme achievements, amongst others, to be prepared and submitted by the Borrower to the Fund in accordance with the terms of this Agreement.
4. **“Cross-Debarment Agreement”** means the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 and entered into, amongst the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank Group and the World Bank Group as the same may be amended from time to time.
5. **“Disbursed Loan Balance”** means the principal amount of the Loan disbursed to the Borrower and outstanding from time to time.
6. **“Disbursement Handbook”** means the Disbursement Handbook of the African Development Bank Group dated March 2020 setting out the disbursement policies, guidelines, practices, and procedures of the Bank Group as the same may be amended from time to time.
7. **“Non-Eligible Expenditures”** means expenditure determined as non-eligible for Bank Group financing under the Policy on Expenditure Eligible for Bank Group Financing dated March 2008 as the same may be amended from time to time as well as expenditure for goods or services contained on the Negative List attached as Schedule II (*Negative List*) to this Agreement.
8. **“Prior Actions”** means the actions listed in the table in Schedule I (B) (*Prior Actions before Presentation to the Fund’s Board of Directors*) to this Agreement which are to be fulfilled prior to the presentation of the Loan proposal to the Board of Directors of the Fund.

9. **“Procurement Framework”** means (i) the Procurement Policy for Bank Group Funded Operations dated October 2015 and effective January 1, 2016; (ii) the Methodology for Implementation of the Procurement Policy of the African Development Bank; (iii) the Operations Procurement Manual for the African Development Bank; and (iv) the Procurement Toolkit for the African Development Bank as the same may be amended from time to time.
10. **“Programme Report”** means the report prepared by the Borrower pursuant to this Agreement containing programme information that includes amongst others, sources and uses of funds including those committed, with the corresponding budgets, progress on programme implementation made in the achievement of the results together with other supporting schedules and highlighting issues that require attention.
11. **“Substitute Currency”** means the substitute currency selected under Section 4.04 (*Temporary Currency Substitution*) of the General Conditions.
12. **“Undisbursed Loan Balance”** means the amount of the Loan remaining undisbursed from the Loan Account from time to time.
13. **“Units of Account”** has the meaning given in the Agreement establishing the Fund.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w’Iteka rya Perezida n° 120/01 ryo ku wa 16/10/2020 ryemeza burundu Amasezerano y’inguzanyo hagati ya Repubulika y’u Rwanda n’Ikigega Nyafurika gitsura Amajyambere, yerekeranye n’inguzanyo ingana na miliyoni mirongo irindwi n’imwe za <i>Units of Account</i> (71.000.000 UA) agenewe gahunda yo gushyigikira ingengo y’imari y’u Rwanda yo guhangana n’ibibazo bya COVID-19 (RCRBS), yashyiriweho umukono i Kigali mu Rwanda, ku wa 10 Kanama 2020</p>	<p>Seen to be annexed to Presidential Order n° 120/01 of 16/10/2020 ratifying the Loan Agreement between the Republic of Rwanda and the African Development Fund, relating to the loan of seventy-one million Units of Account (UA 71,000,000) for Rwanda COVID-19 crisis response budget support Program (RCRBS), signed at Kigali, Rwanda, on 10 August 2020</p>	<p>Vu pour être annexé à l’Arrêté Présidentiel n°120/01 du 16/10/2020 ratifiant l’Accord de prêt entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de soixante-onze million d’Unités de Compte (71.000.000 UA) pour le programme d’appui au budget du Rwanda en réponse à la crise causée par le COVID-19 (RCRBS), signé à Kigali, au Rwanda, le 10 août 2020</p>
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Kigali, 16/10/2020

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

**Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA MINISITIRI N° 15/MOJ/AG/20 RYO KU WA 19/10/2020 RISHYIRAHU ABAHESHA B'INKIKO B'UMWUGA</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Ishyirwaho</p> <p><u>Ingingo ya 2:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>MINISTERIAL ORDER N° 15/MOJ/AG/20 OF 19/10/2020 APPOINTING PROFESSIONAL BAILIFFS</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Appointment</p> <p><u>Article 2:</u> Commencement</p>	<p>ARRÊTÉ MINISTÉRIEL N° 15/MOJ/AG/20 DU 19/10/2020 PORTANT NOMINATION DES HUISSIERS DE JUSTICE PROFESSIONNELS</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Nomination</p> <p><u>Article 2:</u> Entrée en vigueur</p>
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<p>ITEKA RYA MINISITIRI N° 15/MOJ/AG/20 RYO KU WA 19/10/2020 RISHYIRAHO ABAHESHA B'INKIKO B'UMWUGA</p> <p>Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta;</p> <p>Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 121 n'iya 176;</p> <p>Ashingiye ku Itegeko n° 12/2013 ryo ku wa 22/03/2013 rigenga umurimo w'abahesha b'inkiko, cyane cyane mu ngingo yaryo ya 3;</p> <p>Ashingiye ku Iteka rya Perezida n° 27/01 ryo ku wa 18/07/2004 rigena amwe mu mateka y'Abaminisitiri yemezwa atanyuze mu nama y'Abaminisitiri, cyane cyane mu ngingo yaryo ya mbere;</p> <p>Bisabwe na Perezida w'Urugaga rw'Abahesha b'Inkiko b'Umwuga mu ibaruwa ye n° 051/PBA/USC/2020 yo ku wa 03/03/2020;</p> <p>ATEGETSE:</p>	<p>MINISTERIAL ORDER N° 15/MOJ/AG/20 OF 19/10/2020 APPOINTING PROFESSIONAL BAILIFFS</p> <p>The Minister of Justice and Attorney General;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 121 and 176;</p> <p>Pursuant to Law n° 12/2013 of 22/03/2013 governing the bailiff function, especially in Article 3;</p> <p>Pursuant to Presidential Order n° 27/01 of 18/07/2004 determining certain Ministerial Orders which are adopted without consideration by the Cabinet, especially in Article One;</p> <p>Upon request by the President of the Professional Bailiffs Association in his letter n° 051/PBA/USC/2020 of 03/03/2020;</p> <p>ORDERS:</p>	<p>ARRÊTÉ MINISTÉRIEL N° 15/MOJ/AG/20 DU 19/10/2020 PORTANT NOMINATION DES HUISSIERS DE JUSTICE PROFESSIONNELS</p> <p>Le Ministre de la Justice et Garde des Sceaux;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 121 et 176;</p> <p>Vu la Loi n° 12/2013 du 22/03/2013 régissant la fonction d'huissier de justice, spécialement en son article 3;</p> <p>Vu l'Arrêté Présidentiel n° 27/01 du 18/07/2004 déterminant certains arrêtés ministériels qui ne sont pas adoptés par le Conseil des Ministres, spécialement en son article premier;</p> <p>Sur demande du Président du Corps d'Huissiers de Justice Professionnels dans sa lettre n° 051/PBA/USC/2020 du 03/03/2020;</p> <p>ARRÊTE:</p>
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<p><u>Ingingo ya mbere: Ishyirwaho</u></p> <p>Abantu bafite amazina ari ku rutonde ruri ku mugereka w'iri teka bagizwe Abahesha b'Inkiko b'Umwuga.</p> <p><u>Ingingo ya 2: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article One: Appointment</u></p> <p>Persons whose names appear on the list annexed to this Order are appointed Professional Bailiffs.</p> <p><u>Article 2: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article premier: Nomination</u></p> <p>Les personnes dont les noms figurent sur la liste annexée au présent arrêté sont nommées Huissiers de Justice Professionnels.</p> <p><u>Article 2: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 19/10/2020

(sé)

BUSINGYE Johnston

Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

**Bibonywe kandi bishyizweho ikirango cya Repbulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:**

(sé)

BUSINGYE Johnston

Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEKA RYA MINISITIRI N° 15/MOJ/AG/20 RYO KU WA 19/10/2020 RISHYIRAHU ABAHESHA B'INKIKO B'UMWUGA	ANNEX TO MINISTERIAL ORDER N° 15/MOJ/AG/20 OF 19/10/2020 APPOINTING PROFESSIONAL BAILIFFS	ANNEXE DE L'ARRÊTÉ MINISTÉRIEL N° 15/MOJ/AG/20 DU 19/10/2020 PORTANT NOMINATION DES HUISSIERS DE JUSTICE PROFESSIONNELS
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N°	AMAZINA Y'ABAGIZWE ABAHESHA B'INKIKO B'UMWUGA/ NAMES OF PERSONS WHO ARE APPOINTED PROFESSIONAL BAILIFFS/ NOMS DES PERSONNES QUI SONT NOMMÉES HUISSIERS DE JUSTICE PROFESSIONNELS
01	BAGEZIGIHE Cyprien
02	BANKUNDIYE Donatille
03	BEMERASHYAKA Clotilde
04	BISANGWA Bonaventure
05	BUTERA Epimaque
06	BYANABAYE Evariste
07	GAHONGAYIRE Adelaïde
08	GASORE Eugène
09	HARUMWETE Thadée
10	HIGIRO Alice
11	INGABIRE Marie Chantal
12	KAMALI Jean Paul
13	KAMARI SEBAKUNGU
14	KANYABITABO RUKIRA Emmanuel
15	MUHIZI Jean Claude
16	MUKANKURANGA Yvonne
17	MUKANTWARI Alphonsine
18	MURINDWA Dieudonné
19	MWISENEZA Lucie
20	NIYOMUGABO KWIBUKA Norbert
21	NSHIMIRIMANA Emmanuel

22	NTAKIRUTIMANA Yvonne
23	NZABONIMPA François Diogène
24	RWAMBALI BINIGA Aphrodis
25	SEMUHUNGU Christophe
26	SIBO Stanisilas

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Minisitiri n° 15/MOJ /AG /20 ryo ku wa 19/10/2020 rishyiraho Abahesha b'Inkiko b'Umwuga	Seen to be annexed to Ministerial Order n° 15/MOJ/AG/20 of 19/10/2020 appointing Professional Bailiffs	Vu pour être annexé à l'Arrêté Ministériel n° 15/MOJ/AG/20 du 19/10/2020 portant nomination des Huissiers de Justice Professionnels
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Kigali, 19/10/2020

(sé)

BUSINGYE Johnston

Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta

Minister of Justice and Attorney General

Ministre de la Justice et Garde des Sceaux

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 akaba n'Intumwa Nkuru ya Leta

Minister of Justice and Attorney General

Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA MINISITIRI N° 16/MOJ/AG/20 RYO KU WA 19/10/2020 RYIRUKANA BURUNDU ABAHESHA B'INKIKO B'UMWUGA</p>	<p>MINISTERIAL ORDER N° 16/MOJ/AG/20 OF 19/10/2020 DISMISSING PROFESSIONAL COURT BAILIFFS</p>	<p>ARRÊTÉ MINISTÉRIEL N° 16/MOJ/AG/20 DU 19/10/2020 PORTANT RÉVOCATION DES HUISSIERS DE JUSTICE PROFESSIONNEL</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIÈRES</u></p>
<p><u>Ingingo ya mbere:</u> Kwirukanwa burundu</p>	<p><u>Article One:</u> Dismissal</p>	<p><u>Article premier:</u> Révocation</p>
<p><u>Ingingo ya 2:</u> Ivanwaho ry'ingingo zinyuranye n'iri teka</p>	<p><u>Article 2:</u> Repealing provision</p>	<p><u>Article 2:</u> Disposition abrogatoire</p>
<p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEKA RYA MINISITIRI 16/MOJ/AG/20 RYO KU WA 19/10/2020 RYIRUKANA BURUNDU ABAHESHA B'INKIKO B'UMWUGA</p> <p>Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta;</p> <p>Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 121 n'iya 176;</p> <p>Ashingiye ku Itegeko n° 12/2013 ryo ku wa 22/03/2013 rigenga umurimo w'Abahesha b'Inkiko, cyane cyane mu ngingo zaryo, iya 43, iya 44, iya 45, iya 46 n'iya 47;</p> <p>Ashingiye ku Iteka rya Perezida n° 27/01 ryo ku wa 18/07/2004 rigena amwe mu Mateka y'Abaminisitiri yemezwa atanyuze mu nama y'Abaminisitiri, cyane cyane mu ngingo yaryo ya mbere;</p> <p>Asubiye ku Iteka rya Minisitiri n° 005/MOJ/AG/2015 ryo ku wa 27/11/2015 rishyiraho Abahesha b'Inkiko b'Umwuga;</p> <p>Asubiye ku Iteka rya Minisitiri n° 009/MOJ/AG/2016 ryo ku wa 26/08/2016 rishyiraho Abahesha b'Inkiko b'Umwuga;</p>	<p>MINISTERIAL ORDER 16/MOJ/AG/20 OF 19/10/2020 DISMISSING PROFESSIONAL COURT BAILIFFS</p> <p>The Minister of Justice and Attorney General;</p> <p>Pursuant to the Constitution of Republic of Rwanda of 2003 revised in 2015, especially in Articles 121 and 176;</p> <p>Pursuant to Law n° 12/2013 of 22/03/2013 governing the Bailiff Function, especially in Articles 43, 44, 45, 46 and 47;</p> <p>Pursuant to Presidential Order n° 27/01 of 18/07/2004 determining certain Ministerial Orders which are adopted without consideration by the Cabinet, especially in Article One;</p> <p>Having reviewed to Ministerial Order n° 005/MOJ/AG/2015 of 27/11/2015 appointing Professional Court Bailiffs;</p> <p>Having reviewed to Ministerial Order n° 009/MOJ/AG/2016 of 26/08/2016 appointing Professional Court Bailiffs;</p>	<p>ARRÊTÉ MINISTÉRIEL 16/MOJ/AG/20 DU 19/10/2020 PORTANT RÉVOCATION DES HUISSIERS DE JUSTICE PROFESSIONNEL</p> <p>Le Ministre de la Justice et Garde des Sceaux;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 121 et 176;</p> <p>Vu la Loi n° 12/2013 du 22/03/2013 régissant la fonction d'Huissier de Justice, spécialement en ses Article 43, 44, 45, 46 et 47;</p> <p>Vu l'Arrêté Présidentiel n° 27/01 du 18/07/2004 déterminant certains Arrêtés Ministériels qui ne sont pas adoptés par le Conseil des Ministres, spécialement en son Article premier;</p> <p>Revu l'Arrêté Ministériel n° 005/MOJ/AG/2015 du 27/11/2015 portant nomination des Huissiers de Justice Professionnels;</p> <p>Revu l'Arrêté Ministériel n° 009/MOJ/AG/2016 du 26/08/2016 portant nomination des Huissiers de Justice Professionnels;</p>
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<p>Asubiye ku Iteka rya Minisitiri n° 024/MOJ/2017 ryo ku wa 10/11/2017 rishyiraho Abahesha b’Inkiko b’umwuga;</p> <p>ATEGETSE:</p> <p><u>Ingingo ya mbere: Kwirukanwa burundu</u></p> <p>Abahesha b’Inkiko b’Umwuga bakurikira birukanywe burundu ku murimo w’abahesha b’inkiko kubera amakosa akomeye bakoze mu mwuga:</p> <p>1° Bwana NSHIMIYIMANA MENYA Jean Paul;</p> <p>2° Bwana MUGABE Didier;</p> <p>3° Bwana GAHUNGU Livsiston;</p> <p>4° Madamu IRYIVUZE Alice;</p> <p>5° Bwana BUSHURI Havugimana.</p> <p><u>Ingingo ya 2: Ivanwaho ry’ingingo zinyuranye n’iri teka</u></p> <p>Ingingo zose z’amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.</p>	<p>Having reviewed to Ministerial Order n° 024/MOJ/2017 of 10/11/2017 appointing professional Court Bailiffs;</p> <p>ORDERS:</p> <p><u>Article One: Dismissal</u></p> <p>The following Professional Court Bailiffs are dismissed from the profession of professional bailiffs due to gross professional misconduct:</p> <p>1° Mr NSHIMIYIMANA MENYA Jean Paul;</p> <p>2° Mr MUGABE Didier;</p> <p>3° Mr GAHUNGU Livsiston;</p> <p>4° Ms IRYIVUZE Alice;</p> <p>5° Mr BUSHURI Havugimana.</p> <p><u>Article 2: Repealing provision</u></p> <p>All prior provisions contrary to this Order are repealed.</p>	<p>Revu l’Arrêté Ministériel n° 024/MOJ/2017 du 10/11/2017 portant nomination des Huissiers de justice professionnels;</p> <p>ARRÊTE:</p> <p><u>Article premier: Révocation</u></p> <p>Les Huissiers de Justice Professionnels suivants sont révoqués de la profession d’huissiers de justice professionnel pour fautes professionnelles graves:</p> <p>1° M. NSHIMIYIMANA MENYA Jean Paul;</p> <p>2° M. MUGABE Didier;</p> <p>3° M. GAHUNGU Livsiston;</p> <p>4° Mme IRYIVUZE Alice;</p> <p>5° M. BUSHURI Havugimana.</p> <p><u>Article 2: Disposition abrogatoire</u></p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées</p> <p>.</p>
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<u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u>	<u>Article 3: Commencement</u>	<u>Article 3: Entrée en vigueur</u>
Iri teka ritangira gukurikizwa ku muni 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, 19/10/2020

(sé)

BUSINGYE Johnston

Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

Bibonywe kandi bishyizweho Ikirango cya Repbulika:

Seen and sealed with the Seal of the Republic:

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston

Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux