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Umutwe w'Abadepite, mu nama yawo yo ku wa 15 Werurwe 2024; Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo iya 64 n'iyi 168; Imaze gusuzuma Amasezerano y'inguzanyo hagati y'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyari cumi n'enye z'Amayeni y'Ubuyapani (14.000.000.000 ¥) igenewe gahunda yo guteza imbere urwego rw'uburezi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 05 Werurwe 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y'inguzanyo hagati y'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyari cumi n'enye z'Amayeni y'Ubuyapani (14.000.000.000 ¥) igenewe gahunda yo guteza imbere urwego rw'uburezi, yashyiriweho	The Chamber of Deputies, in its sitting of 15 March 2024; Pursuant to the Constitution of the Republic of Rwanda especially in Articles 64 and 168; After consideration of the Loan Agreement between the Japan International Cooperation Agency and the Government of the Republic of Rwanda, relating to the loan of fourteen billion Japanese Yen (¥14,000,000,000) for the development policy loan for education sector, signed in Kigali, Rwanda, on 05 March 2024; ADOPTS: <u>Article one:</u> Approval for ratification The Loan Agreement between the Japan International Cooperation Agency and the Government of the Republic of Rwanda, relating to the loan of fourteen billion Japanese Yen (¥14,000,000,000) for the development policy loan for education sector, signed in Kigali, Rwanda, on 05	La Chambre des Députés, en sa séance du 15 mars 2024 ; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168 ; Après examen de l'Accord de prêt entre l'Agence japonaise de coopération internationale et le gouvernement de la République du Rwanda, relatif au prêt de quatorze milliards de yens japonais (14.000.000.000 ¥) pour le programme de développement du secteur de l'éducation, signé à Kigali, Rwanda, le 05 mars 2024 ; ADOpte : <u>Article premier:</u> Approbation pour ratification L'Accord de prêt entre l'Agence japonaise de coopération internationale et le gouvernement de la République du Rwanda, relatif au prêt de quatorze milliards de yens japonais (14.000.000.000 ¥) pour le programme de développement du secteur de l'éducation, signé à Kigali, Rwanda, le 05
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umukono i Kigali mu Rwanda, ku wa 05 Werurwe 2024, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2: Ingingo y’ururimi</u> Iri tegeko ryateguwe mu rurimi rw’Icyongereza, risuzumwa kandi ritorwa mu rurimi rw’Ikinyarwanda. <u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	March 2024, in annex, is approved for ratification. <u>Article 2: Language provision</u> This Law was drafted in English, considered and adopted in Ikinyarwanda. <u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	mars 2024, en annexe, est approuvé pour ratification. <u>Article 2 : Disposition linguistique</u> La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda. <u>Article 3 : Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 19/03/2024

(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)

Dr UGIRASHEBUJA Emmanuel

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'ITEGEKO N° 037/2024 RYO KU WA 19/03/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYARI CUMI N'ENYE Z'AMAYENI Y'UBUYAPANI (14.000.000.000 ¥) IGENEWE GAHUNDA YO GUTEZA IMBERE URWEGO RW'UBUREZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 05 WERURWE 2024	ANNEX TO LAW N° 037/2024 OF 19/03/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF FOURTEEN BILLION JAPANESE YEN (¥14,000,000,000) FOR THE DEVELOPMENT POLICY LOAN FOR EDUCATION SECTOR, SIGNED IN KIGALI, RWANDA, ON 05 MARCH 2024	ANNEXE A LA LOI N° 037/2024 DU 19/03/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE QUATORZE MILLIARDS DE YENS JAPONAIS (14.000.000.000 ¥) POUR LE PROGRAMME DE DÉVELOPPEMENT DU SECTEUR DE L'ÉDUCATION, SIGNÉ À KIGALI, RWANDA, LE 05 MARS 2024
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AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYARI CUMI N'ENYE Z'AMAYENI Y'UBUYAPANI (¥ 14.000.000.000) IGENEWE GAHUNDA YO GUTEZA IMBERE URWEGO RW'UBUREZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 05 WERURWE 2024	LOAN AGREEMENT BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF FOURTEEN BILLION JAPANESE YEN (¥14,000,000,000) FOR THE DEVELOPMENT POLICY LOAN FOR EDUCATION SECTOR, SIGNED IN KIGALI, RWANDA, ON 05 MARCH 2024	ACCORD DE PRÊT ENTRE L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE QUATORZE MILLIARDS DE YENS JAPONAIS (14.000.000.000 ¥) POUR LE PROGRAMME DE DÉVELOPPEMENT DU SECTEUR DE L'ÉDUCATION, SIGNÉ À KIGALI, AU RWANDA, LE 05 MARS 2024
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Loan Agreement No. RW-C2

LOAN AGREEMENT

For

Development Policy Loan for Education Sector

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Dated March 5, 2024



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Loan Agreement No. RW-C2, dated March 5, 2024, between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE REPUBLIC OF RWANDA

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE REPUBLIC OF RWANDA dated March 5, 2024, concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Republic of Rwanda,

the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as “JICA”) and THE GOVERNMENT OF THE REPUBLIC OF RWANDA (hereinafter referred to as the “**Borrower**”) herewith conclude the following Loan Agreement (hereinafter referred to as the “**Loan Agreement**”, which includes all agreements supplemental hereto).

Article I

Loan

Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding FOURTEEN BILLION Japanese Yen (¥14,000,000,000) as the principal for the implementation of the Development Policy Loan for Education Sector described in Schedule 1 attached hereto (hereinafter referred to as the “**Program**”) on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the “**Loan**”); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the above-mentioned maximum amount of the Loan, JICA shall make no further disbursement.

Section 2. Use of Proceeds of Loan

- (1) The Borrower shall use the proceeds of the Loan to cover budget expenditures already made and/or to be made by the competent authorities of the Republic of Rwanda in accordance with the provisions described in Schedule 2 attached hereto.
- (2) The Borrower shall ensure that upon each transfer of an amount of the proceeds of the Loan disbursed as stipulated in Section 2. of Schedule 5 attached hereto, an equivalent amount is accounted for in the Borrower's budget management system, in a manner acceptable to JICA.
- (3) The final disbursement under the Loan Agreement shall be made within the period from the Effective Date of the Loan Agreement to the date, which is the same day and month as the Effective Date four (4) years after the Effective Date of the Loan Agreement (inclusive of both dates) unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the "**Disbursement Period**"), and no further disbursement shall be made by JICA after the Disbursement Period has expired.
- (4) Notwithstanding Section 2. (3) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.
- (5) Notwithstanding Section 1. and Section 2. (1) above, no disbursement shall be made under the Loan Agreement in respect of budget expenditures made prior to July 1, 2023.

Article II

Repayment and Interest

Section 1. Repayment of Principal

The Borrower shall repay the principal of the Loan to JICA in accordance with the Amortization Schedule as set forth in Schedule 3 attached hereto.

Section 2. Interest and Method of Payment thereof

The Borrower shall pay the interest on the Loan to JICA semi-annually on March 20 and September 20 of each year (each such date hereinafter referred to as the "**Payment Date**") in arrears at the rate of two-tenths percent (0.20%) per annum on the principal disbursed and outstanding for each Interest Period.

Article III

Particular Covenants

Section 1. General Terms and Conditions

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in the General Terms and Conditions for Japanese ODA Loans dated April 2021 (hereinafter referred to as the "**General Terms and Conditions**"), with the following supplemental stipulations:

- (1) The Front-End Fee and the Prepayment Premium shall not be charged or payable hereunder, and therefore, the Articles and Sections of the General Terms and Conditions or any part thereof applicable or referring to the Front -End Fee and/or the Prepayment Premium shall be disregarded.
- (2) Section 3.02. (4) of the General Terms and Conditions shall be read as follows:
 - (4) The Borrower may, upon giving a written notice to JICA not less than thirty (30) days prior to the Requested Prepayment Date, prepay in whole or in part the principal of the Loan outstanding as of the Requested Prepayment Date together with the interest accrued thereon. The prepaid amount of the principal of the Loan shall be applied to the installments of repayment of the principal in inverse order of maturity, in principle. In the case where the Borrower cancels a request for prepayment or the Borrower fails to prepay the full amount of the principal of the Loan as indicated in said written notice given by the Borrower to JICA, together with the interest accrued thereon on or before the Requested Prepayment Date, the request for prepayment shall be deemed cancelled and the Prepayment Cancellation Fee shall become immediately payable by the Borrower to JICA.
- (3) With regard to Section 3.08. (1) of the General Terms and Conditions, the Borrower shall have all repayment and/or prepayment of principal and payment of Refund, interest and Any Other Charges under the Loan Agreement credited to the "JICA-Loan" account, account No. 0207787, at the Head Office of MUFG Bank, Ltd., located in Tokyo, Japan.
- (4) The following subclause (i) shall be added to Section 6.01. of the General Terms and Conditions:
 - (i) The occurrence of an event that shall make it improbable that the Program, or, significant part thereof, will be carried out.

Section 2. Procurement Procedure

The guidelines for procurement mentioned in Section 4.01. of the General Terms and Conditions shall be as stipulated in the Procurement Procedure attached hereto as Schedule 4.

Section 3. Disbursement Procedure

The disbursement procedure mentioned in Section 5.01. of the General Terms and Conditions shall be as follows:

- (1) The Disbursement Procedure attached hereto as Schedule 5 shall apply for disbursement of the proceeds of the Loan for the payment made and/or to be made for budget expenditures on or after July 1, 2023.
- (2) Disbursement of the proceeds of the Loan shall be made within the limit of the Japanese Government's budgetary appropriations for JICA.

Section 4. Administration of Loan

- (1) The Borrower and JICA shall from time to time, at the request of either party, exchange views on the progress achieved in carrying out the Program.
- (2) Prior to each exchange of views described in Section 4.(1) above, the Borrower shall furnish JICA, for its review and comment, with a report on the progress achieved in carrying out the Program, in such detail as JICA shall reasonably request.
- (3) Promptly, but in any event not later than one (1) year after the completion of the Program, the Borrower shall furnish JICA with a program

completion report in such form and in such detail as JICA may reasonably request.

(4) The Borrower shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing budget expenditures made under the Loan Agreement until five (5) years after the date of completion of disbursement. The Borrower shall ensure that the Borrower has not previously obtained, and will not obtain, funds from the Loan Agreement, any other loan, credit or grant available to the Borrower for the same budget expenditures for which such records are retained under the Loan Agreement. The Borrower shall also enable JICA to inspect these records and other documents as JICA shall reasonably request.

(5) Upon JICA's request, the Borrower shall:

- (a) have the Foreign Currency Deposit Account stipulated in Schedule 5 attached hereto audited by independent auditors acceptable to JICA, in accordance with consistently applied auditing standards acceptable to JICA;
- (b) furnish to JICA as soon as available, but in any case not later than 6 (six) months after the date of JICA's request for such audit, a certified copy of the report of such audit, of such scope and in such detail as JICA shall reasonably request; and
- (c) furnish to JICA such other information concerning the Foreign Currency Deposit Account and the audit thereof as JICA shall reasonably request.

Section 5. Table of Contents and Headings

The table of contents and the headings of Articles or Sections herein are inserted for convenience of reference only, do not constitute part of the Loan Agreement and are not to be considered in construing or interpreting the Loan Agreement.

Section 6. Notices and Requests

The following addresses are specified for the purpose of Section 9.03. of the General Terms and Conditions:

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY
AFRICA DEPARTMENT

Nibancho Center Building, 5-25 Niban-cho, Chiyoda-ku, Tokyo,
Japan

102-8012

Attention: Director General

For the Borrower

Postal address:

Ministry of Finance and Economic Planning

P.O. Box 158, Kigali, Rwanda

Attention: Minister of Finance and Economic Planning

If the above addresses and/or names are changed, the party concerned shall immediately notify the other party hereto in writing of the new addresses and/or names.

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

For

JAPAN INTERNATIONAL
COOPERATION AGENCY



Minako SHIOTSUKA
Chief Representative
JICA Rwanda Office

For

THE GOVERNMENT OF THE
REPUBLIC OF RWANDA



Uzziel NDAGIJIMANA
Minister of Finance
and Economic Planning

Schedule 1

Description of Program

Section 1. Objective of the Program

The objective of the Program is to develop and implement related policies of the Government of the Republic of Rwanda to strengthen Teacher Training Colleges (TTC), to promote education digital transformation and to improve students' retention in primary education, by providing financial support to improve Teacher Training Colleges (TTC) and primary education programs in Rwanda, thereby contributing to promoting the socio-economic transformation and to the development of globally competitive human resource in the Republic of Rwanda.

Section 2. Scope of the Program

The scope of the Program is identical with the agreed Policy Matrix for the Program between JICA and the Government of the Republic of Rwanda dated 24th August, 2023.

Schedule 2

Use of Proceeds of Loan

Section 1. Subject to the provisions set forth or referred to in this Schedule, the proceeds of the Loan may be disbursed for budget expenditures made and/or to be made at reasonable cost.

Section 2. Notwithstanding the provisions of Section 1. above, no disbursement shall be made in respect of:

- (1) budget expenditures for goods included in the following SITC* groups or sub-groups, or any successor groups or sub-groups thereof under any future revision to the SITC, as designated by JICA by notice to the Borrower:

Group SITC Code No.	Description of Items
112	Alcoholic beverages
121	Tobacco, unmanufactured; tobacco refuse
122	Tobacco, manufactured (whether or not containing tobacco substitutes)
525	Radioactive and associated materials
667	Pearls and precious or semiprecious stones, unworked or worked
718.7	Nuclear reactors and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728.43	Machinery for preparing or making up tobacco, n.e.s
897.3	Jewellery of gold, silver or platinum group metals (except watches and watch-cases) and goldsmiths' or silversmiths' wares (including set gems)
971	Gold, non-monetary (excluding gold ores and concentrates)

* Note "SITC" means the Standard International Trade Classification, Revision 4 (SITC Rev. 4), published by the United Nations in Statistical Papers, Series M No. 34/Rev. 4 (2006).

- (2) any type of arms;
- (3) any environmentally hazardous goods (for purposes of this paragraph the term "environmentally hazardous goods" means goods, the manufacture, use or import of which is prohibited under the laws of the Republic of Rwanda or international agreements to which the Republic of Rwanda is a party);
- (4) payments made for budget expenditures prior to July 1, 2023;
- (5) payments for taxes levied by, or in the territory of the Republic of Rwanda on commodities, or in the importation, manufacture, procurement or supply thereof; and
- (6) budget expenditures for commodities supplied under a contract which have been financed or to be financed with sources of official assistance other than the Loan.

Schedule 3

Amortization Schedule

Due Date	Amount (in Japanese Yen)
On March 20, 2034	229,520,000
On each March 20 and September 20 beginning September 20, 2034 through March 20, 2064	229,508,000

Schedule 4

Procurement Procedure

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

Procurement of all goods and services to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for Procurement under Japanese ODA Loans dated October 2023 (hereinafter referred to as the "**Procurement Guidelines**").

Section 2. JICA's review of decisions relating to procurement of goods and services

- (1) With reference to the Section 1.03. (1) of the Procurement Guidelines, JICA may consider procedures other than International Competitive Bidding acceptable in any of the following cases:
 - (a) When the amount of a contract does not exceed FIVE HUNDRED MILLION Japanese Yen (¥500,000,000) or equivalent in other currency accepted for international transactions in terms of the currency of a contract;
 - (b) When the number of qualified supplier(s) is limited;
 - (c) When the purchase of a commodity with a particular specification, brand name or designation is necessary in order to assure the interchangeability or standardization of equipment, or because of special design requirements; and
 - (d) When JICA finds International Competitive Bidding to be inappropriate for the reasons other than the case (a), (b) and (c) above (e.g. in case of emergency procurement).
- (2) Notwithstanding the provisions of Section 2. (1) above, the Procurement Guidelines will not apply in case of procurement of goods and services which are, by nature or scope, unlikely to attract foreign firms and, thus, to be domestically procured. Procurement of such goods and services shall,

however, be effected with due attention to the considerations of economy, efficiency, transparency in the procurement process and non-discrimination among bidders eligible for procurement contracts.

Schedule 5

Disbursement Procedure

Disbursement Procedure set forth herein shall be applied for disbursement of the proceeds of the Loan:

The designated foreign exchange bank in Tokyo (hereinafter referred to as the "**Paying Bank**") wherever mentioned in this Schedule shall be MUFG Bank, Ltd., Tokyo.

The designated foreign exchange bank in the territories of the Borrower (hereinafter referred to as the "**Agent Bank**") wherever mentioned in this Schedule shall be the National Bank of Rwanda.

Section 1. Request for Disbursement

- (1) The disbursement will be made in three (3) tranches and the Borrower shall request JICA to make disbursement by sending to JICA a Request for Disbursement in accordance with the Form JICA-RFD(P) attached hereto.
- (2) The amount stated in the Request for Disbursement shall be in Japanese Yen.
- (3) The Borrower shall make the request mentioned in the paragraph (1) above so that JICA can receive the necessary documents, in principle, not less than fifteen (15) business days prior to (i) the expiration date of the Disbursement Period and (ii) the date that the Borrower requests JICA to make disbursement, provided that item (ii) shall apply only in the case where such request is made.

Section 2. Disbursement

- (1) When JICA finds the Request for Disbursement in order and in conformity with the relevant provisions of the Loan Agreement, JICA shall make disbursement in Japanese Yen, in principle, within fifteen (15) business days from the date of receipt of such Request for Disbursement by paying into the non-resident Yen account (hereinafter referred to as the "**Loan Account**"), which shall be opened in accordance with the relevant laws and regulations of Japan in advance with the Paying Bank. All disbursement made by JICA under this Section 2. (1) shall be received by the Agent Bank on behalf of the Borrower.
- (2) The Borrower shall (i) open prior to presenting to JICA the first request for disbursement, and thereafter maintain a deposit account in Japanese Yen exclusively for the Program (hereinafter referred to as the "**Foreign Currency Deposit Account**") at the Agent Bank on the terms and conditions satisfactory to JICA and (ii) submit to JICA the evidence of opening of such account before or together with the first request for disbursement. Upon the disbursement of the proceeds of the Loan into the Loan Account, and after receiving cable advice from the Paying Bank, the Borrower, through the Agent Bank, shall transfer the proceeds of the Loan into the Foreign Currency Deposit Account.
- (3) Upon the transfer of the proceeds of the Loan into the Foreign Currency Deposit Account, the Borrower, through the Agent Bank, shall immediately convert the Japanese Yen amount of the Loan into Rwandan Franc and transfer an equivalent amount to exchequer account available to finance budget expenditures. The Borrower shall provide to JICA a written confirmation within thirty (30) days of the disbursement of the Loan that this transfer has been completed as well as a copy of written instructions issued by the Borrower to the Agent Bank evidencing such conversion and transfer.

Section 3. Banking Arrangement

- (1) The Borrower shall designate the Agent Bank as its agent for the purposes of taking any action or entering into any arrangement or agreement with the Paying Bank, on behalf of the Borrower, including, but not limited to, the following required or permitted under this Disbursement Procedure:
 - (a) to open the Loan Account on behalf of the Borrower with the Paying Bank; and
 - (b) to confirm necessary arrangements for transaction of funds after the proceeds of the Loan is credited to the Loan Account.
- (2) Any action taken or arrangement or agreement entered into by the Agent Bank pursuant to the authority conferred on the Agent Bank shall be fully binding on the Borrower and shall have the same force and effect as if such action was taken or such agreement was entered into by the Borrower. The Borrower may revoke or modify the authority conferred on the Agent Bank if consent of JICA is obtained.

Section 4. Foreign Exchange Risk

The Borrower shall bear all risks associated with foreign exchange fluctuations arising from disbursement and JICA shall not be liable therefor.

Form JICA-RFD(P)

Request for Disbursement

Date:

Loan No.: RW-C2

App. Serial No.:

To: JAPAN INTERNATIONAL COOPERATION AGENCY
AFRICA DEPARTMENT
Attention: Director General

Ladies and Gentlemen:

1. Pursuant to the Loan Agreement No. RW-C2 dated March 5, 2024, between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE REPUBLIC OF RWANDA, the undersigned hereby requests for disbursement under the said Loan Agreement, of the sum of Japanese Yen ____ (say ____).
2. The undersigned certifies that the above requested disbursement will not be used for ineligible budget expenditures under the said Loan Agreement.
3. Please make the disbursement of the amount requested herein by paying into the Loan Account of the Agent Bank with MUFG Bank, Ltd., Tokyo, Japan.

Very truly yours,

For:(Name of the Borrower)

By: _____
(Authorized Person's
Signature, Name & Title)



Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 037/2024 ryo ku wa 19/03/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati y'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyari cumi n'enye z'Amayeni y'Ubuyapani (14.000.000.000 ¥) igenewe gahunda yo guteza imbere urwego rw'uburezi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 05 Werurwe 2024	Seen to be annexed to Law n° 037/2024 of 19/03/2024 approving the ratification of the Loan Agreement between the Japan International Cooperation Agency and the Government of the Republic of Rwanda, relating to the loan of fourteen billion Japanese Yen (¥14,000,000,000) for the development policy loan for education sector, signed in Kigali, Rwanda, on 05 March 2024	Vu pour être annexé à la Loi n° 037/2024 du 19/03/2024 approuvant la ratification de l'Accord de prêt entre l'Agence japonaise de coopération internationale et le gouvernement de la République du Rwanda, relatif au prêt de quatorze milliards de yens japonais (14.000.000.000 ¥) pour le programme de développement du secteur de l'éducation, signé à Kigali, Rwanda, le 05 mars 2024
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Kigali, 19/03/2024

(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)

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

ITEGEKO N° 038/2024 RYO KU WA 19/03/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO YA MILIYONI UMUNANI N'IBIHUMBI MAGANA ABIRI Z'AMAYERO (8.200.000 EUR) IGENEWE UMUSHINGA WO GUTUNGANYA IMITURIRE Y'AKAJAGARI MU MUJYI WA KIGALI, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 26 GASHYANTARE 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu <u>Ingingo ya 2:</u> Ingingo y'ururimi <u>Ingingo ya 3:</u> Gutangira gukurikizwa	LAW N° 038/2024 OF 19/03/2024 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF EIGHT MILLION TWO HUNDRED THOUSAND EUROS (EUR 8,200,000) FOR THE UPGRADING OF INFORMAL SETTLEMENTS IN THE CITY OF KIGALI PROJECT, SIGNED IN KIGALI, RWANDA, ON 26 FEBRUARY 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Approval for ratification <u>Article 2:</u> Language provision <u>Article 3:</u> Entry into force	LOI N° 038/2024 DU 19/03/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON DE HUIT MILLIONS DEUX CENT MILLE EUROS (8.200.000 EUR) POUR LE PROJET D'AMÉLIORATION DES HABITATS INFORMELS DANS LA VILLE DE KIGALI, SIGNÉ À KIGALI, RWANDA, LE 26 FÉVRIER 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier :</u> Approbation pour ratification <u>Article 2 :</u> Disposition linguistique <u>Article 3 :</u> Entrée en vigueur
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ITEGEKO N° 038/2024 RYO KU WA 19/03/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO YA MILIYONI UMUNANI N'IBIHUMBI MAGANA ABIRI Z'AMAYERO (8.200.000 EUR) IGENEWE UMUSHINGA WO GUTUNGANYA IMITURIRE Y'AKAJAGARI MU MUJYI WA KIGALI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 GASHYANTARE 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA INTEKO ISHINGA AMATEGEKO:	LAW N° 038/2024 OF 19/03/2024 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF EIGHT MILLION TWO HUNDRED THOUSAND EUROS (EUR 8,200,000) FOR THE UPGRADING OF INFORMAL SETTLEMENTS IN THE CIY OF KIGALI PROJECT, SIGNED IN KIGALI, RWANDA, ON 26 FEBRUARY 2024 We, KAGAME Paul, President of the Republic; THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA THE PARLIAMENT:	LOI N° 038/2024 DU 19/03/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON DE HUIT MILLIONS DEUX CENT MILLE EUROS (8.200.000 EUR) POUR LE PROJET D'AMÉLIORATION DES HABITATS INFORMELS DANS LA VILLE DE KIGALI, SIGNÉ À KIGALI, RWANDA, LE 26 FÉVRIER 2024 Nous, KAGAME Paul, Président de la République ; LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA LE PARLEMENT :
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Umutwe w'Abadepite, mu nama yawo yo ku wa 15 Werurwe 2024; Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo iya 64 n'iyi 168; Imaze gusuzuma Amasezerano y'impano hagati ya <i>Agence Française de Développement</i> na Repubulika y'u Rwanda, yerekeranye n'impano ya miliyoni umunani n'ibihumbi magana abiri z'Amayero (8.200.000 EUR) igenewe umushinga wo gutunganya imiturire y'akajagari mu Mujyi wa Kigali, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Gashyantare 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y'impano hagati ya <i>Agence Française de Développement</i> na Repubulika y'u Rwanda, yerekeranye n'impano ya miliyoni umunani n'ibihumbi magana abiri z'Amayero (8.200.000 EUR) igenewe umushinga wo gutunganya imiturire y'akajagari mu Mujyi wa Kigali, yashyiriweho	The Chamber of Deputies, in its sitting of 15 March 2024; Pursuant to the Constitution of the Republic of Rwanda especially in Articles 64 and 168; After consideration of the Financing Agreement between the <i>Agence Française de Développement</i> and the Republic of Rwanda, relating to the grant of eight million two hundred thousand Euro (EUR 8,200,000) for the upgrading of informal settlements in the City of Kigali Project, signed in Kigali, Rwanda, on 26 February 2024; ADOPTS: <u>Article one:</u> Approval for ratification The Financing Agreement between the <i>Agence Française de Développement</i> and the Republic of Rwanda, relating to the grant of eight million two hundred thousand Euro (EUR 8,200,000) for the upgrading of informal settlements in the City of Kigali Project,	La Chambre des Députés, en sa séance du 15 mars 2024 ; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168 ; Après examen de l'Accord de financement entre l'Agence Française de Développement et la République du Rwanda, relatif au don de huit millions deux cent mille Euros (8.200.000 EUR) pour le projet d'amélioration des habitats informels dans la ville de Kigali, signé à Kigali, Rwanda, le 26 février 2024 ; ADOpte : <u>Article premier:</u> Approbation pour ratification L'Accord de financement entre l'Agence Française de Développement et la République du Rwanda, relatif au don de huit millions deux cent mille Euros (8.200.000 EUR) pour le projet d'amélioration des habitats informels dans la ville de Kigali,
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umukono i Kigali mu Rwanda, ku wa 26 Gashyantare 2024, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2: Ingingo y’ururimi</u> Iri tegeko ryateguwe mu rurimi rw’Icyongereza, risuzumwa kandi ritorwa mu rurimi rw’Ikinyarwanda. <u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	signed in Kigali, Rwanda, on 26 February 2024, in annex, is approved for ratification. <u>Article 2: Language provision</u> This Law was drafted in English, considered and adopted in Ikinyarwanda. <u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	signé à Kigali, Rwanda, le 26 février 2024, en annexe, est approuvé pour ratification. <u>Article 2 : Disposition linguistique</u> La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda. <u>Article 3 : Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 19/03/2024

(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)

Dr UGIRASHEBUJA Emmanuel

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'ITEGEKO N° 038/2024 RYO KU WA 19/03/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO YA MILIYONI UMUNANI N'IBIHUMBI MAGANA ABIRI Z'AMAYERO (8.200.000 EUR) IGENEWE UMUSHINGA WO GUTUNGANYA IMITURIRE Y'AKAJAGARI MU MUJYI WA KIGALI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 GASHYANTARE 2024	ANNEX TO LAW N° 038/2024 OF 19/03/2024 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF EIGHT MILLION TWO HUNDRED THOUSAND EUROS (EUR 8,200,000) FOR THE UPGRADING OF INFORMAL SETTLEMENTS IN THE CIY OF KIGALI PROJECT, SIGNED IN KIGALI, RWANDA, ON 26 FEBRUARY 2024	ANNEXE A LA LOI N° 038/2024 DU 19/03/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON DE HUIT MILLIONS DEUX CENT MILLE EUROS (8.200.000 EUR) POUR LE PROJET D'AMÉLIORATION DES HABITATS INFORMELS DANS LA VILLE DE KIGALI, SIGNÉ À KIGALI, RWANDA, LE 26 FÉVRIER 2024
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AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO YA MILIYONI UMUNANI N'IBIHUMBI MAGANA ABIRI BY'AMAYERO (EUR 8.200.000) IGENEWE UMUSHINGA WO GUTUNGANYA IMITURIRE Y'AKAJAGARI MU MUJYI WA KIGALI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 GASHYANTARE 2024	FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF EIGHT MILLION TWO HUNDRED THOUSAND EUROS (EUR 8,200,000) FOR THE UPGRADING OF INFORMAL SETTLEMENTS IN THE CITY OF KIGALI PROJECT, SIGNED IN KIGALI, RWANDA, ON 26 FEBRUARY 2024	ACCORD DE FINANCEMENT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON DE HUIT MILLIONS DEUX CENT MILLE EUROS (8.200.000 EUR) POUR LE PROJET D'AMÉLIORATION DES HABITATS INFORMELS DANS LA VILLE DE KIGALI, SIGNÉ À KIGALI, AU RWANDA, LE 26 FÉVRIER 2024
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AGREEMENT N° CRW1062 03

FINANCING AGREEMENT

Dated:... 26 / 02 / 2024 **.....**

between

AGENCE FRANCAISE DE DEVELOPPEMENT

The Agency

and

THE REPUBLIC OF RWANDA

The Beneficiary



Nothing in this draft financing agreement (the “Agreement”) constitutes an offer or an undertaking from the *Agence Française de Développement* (hereinafter “AFD”). It has been drafted on the basis of a standard model and defines the terms and conditions of the financing once AFD has decided to grant the financing.

The grant to be made available by AFD is subject to (i) the execution of a fund contribution agreement between AFD and the European Union (ii) a positive outcome of AFD’s assessment process of the project; (iii) negotiations of terms and conditions of the financing agreement; (iv) approval of the project by AFD’s internal corporate bodies; and (v) absence of any adverse change affecting the international monetary market or the political situation in Rwanda.

Amounts and figures specified in this draft Agreement are indicative only and may be amended during the negotiation process.

Under no circumstances shall this draft Agreement give rise to AFD's liability towards the Beneficiary, other co-financiers or any other entity.

The terms of this draft financing Agreement are confidential. Neither AFD nor the Beneficiary shall disclose any aspect of the financing without the prior written consent of the other party, unless (i) such disclosure of information is required by law; or (ii) such disclosure of information to the legal advisers, the accountants or the tax advisers of the Beneficiary or AFD is necessary.



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FINANCING AGREEMENT

BETWEEN:

REPUBLIC OF RWANDA, represented by NDAGIJIMANA Uzziel in his capacity as Minister of Finance and Economic Planning who is duly authorized to sign this Agreement, pursuant to article 14 of Organic Law N°002/2022.OL of 12/12/2022 on public finance management (the “Beneficiary”);

ON THE ONE HAND

AND

- (1) **AGENCE FRANCAISE DE DEVELOPPEMENT**, a French public entity (*établissement public*) governed by French law, with registered office at 5, Rue Roland Barthes, 75598 Paris Cedex 12, France, registered with the Trade and Companies Register of Paris under number 775 665 599, represented by Arthur GERMOND, in his capacity as Country Director, who is duly authorized to sign this Agreement,

(the “Agency”);

ON THE OTHER HAND

(hereinafter jointly referred to as the “Parties” and each a “Party”);

WHEREAS:

- (A) The Beneficiary intends to carry out a project involving the upgrading of informal settlements in Kigali (the “Project”), as described further in Schedule 2- (*Project Description*).
- (B) The Beneficiary has asked that the Agency make available a Grant for the purposes of financing the Project in part.
- (C) The Agency, a public entity contributing to the implementation of the French State's development aid policy (in accordance with Article L515-13 of French Monetary and Financial Code), has expressed its interest to participate in the financing the Project.
- (D) The Agency has applied to the European Commission (hereinafter the “Commission”) to secure financing for the Project under the African Investment Project (AIP) facility. By approval of AIP Facility Board, the Commission has delegated its financial contribution to the Project to the Agency to this effect. Therefore, the Commission and the Agency have entered into a contribution agreement with reference number NDICI AFRICA2023/ 443-786 on 13/09/2023 (the “Contribution Agreement”) in connection with the Project.
- (E) Pursuant to resolution n° C20221110 of the Foreign State Committee dated December 14th, 2022, the Agency has agreed to make available the Grant to the Beneficiary pursuant to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised words and expressions used in this Agreement (including those appearing in the recitals above and in the Schedules below) shall have the meaning given to them in Schedule 1A- (*Definitions*) , except as otherwise provided in this Agreement.

1.2 Interpretation

Words and expressions used in this Agreement shall be construed pursuant to the provisions of Schedule 1B- (*Construction*), subject to provisions to the contrary.

2. GRANT AMOUNT, PURPOSE AND CONDITIONS OF UTILISATION

2.1 Grant Amount

Subject to the terms of this Agreement, the Agency makes available to the Beneficiary, based upon its request, a Grant in a maximum aggregate amount of eight million and two hundred thousand Euros (EUR 8,200,000).

2.2 Purpose

The Beneficiary shall apply all amounts made available to it under the Grant exclusively towards financing Eligible Expenses, excluding taxes, duties and any rights (with the exception of such rights, duties and taxes, including VAT, which the Beneficiary may neither deduct nor recover) in accordance with the Project's description as set out in Schedule 2- (*Project Description*) and the Financing Plan set out in Schedule 3- (*Financing plan*) .

The funds will be on-granted by the Beneficiary to the Final Beneficiary in the form of a Grant on terms, which shall be approved by the Agency.

The Beneficiary undertakes and shall procure that the Final Beneficiary undertakes not to unilaterally modify the main purpose of the Project as set out in Schedule 2 – (*Project description*) of this Agreement, its objectives, strategies and priority areas and any other essential element stated in the above mentioned Schedule.

2.3 No Liability

The Agency cannot be held responsible for the use of any amount made available to the Beneficiary which is not in accordance with the provisions of this Agreement.

The Beneficiary discharges and shall procure that the Final Beneficiary discharges the Agency of all liability in connection with any claim or action brought by any third party as a result of an infringement of regulations and rules applicable to the Beneficiary and the Final Beneficiary by one of them, their employees or individuals for whom they are responsible, or as a result of a violation of a third party's rights, in the context of the implementation of the Project.

2.4 Conditions precedent

- (a) No later than the Signing Date, the Beneficiary shall provide the Agency with all of the documents set out in PART I of Schedule 4- (*Conditions precedent*).

- (b) The Beneficiary shall be entitled to deliver a Drawdown request to the Agency provided that:
- (i) in the case of a first Drawdown, the Agency has received all documents as listed in PART II of Schedule 4- (*Conditions precedent*) and has notified the Beneficiary that such documents are satisfactory in form and substance;
 - (ii) in the case of any subsequent Drawdown, the Agency has received all documents set out in PART III of Schedule 4- (*Conditions precedent*) and has notified the Beneficiary that such documents are satisfactory in form and substance; and
 - (iii) on the date of each Drawdown request and on the proposed Drawdown date for the relevant Drawdown, the conditions set out in this Agreement have been satisfied, including:
 - (1) the Drawdown request has been made in accordance with the terms of Clause 3.2 (*Error! Reference source not found.*);
 - (2) no event referred to in Clause 4 (*Cancellation and suspension of Drawdowns*) is continuing or may occur;
 - (3) each representation given by the Beneficiary in relation to Clause 5 (*Representations and warranties*) is true;
 - (4) the Agency has received the funds delegated by the European Union in accordance with the Contribution Agreement; and
 - (5) any previous Advance was used in accordance with this Agreement and the Drawdown request.

3. DRAWDOWN OF FUNDS

3.1 Drawdown request

Provided that the conditions set out in Clause 2 (*Conditions precedents*) are satisfied, the Final Beneficiary may draw funds from the Grant, in one or several Drawdowns, by delivery to the Agency of a duly completed Drawdown request.

The Beneficiary authorises the Final Beneficiary to deliver any Drawdown request to the head of the Agency office at the address specified in Clause 10 (*Notices*). A copy of each Drawdown request shall be delivered to the Beneficiary by the Final Beneficiary.

A Drawdown request will not be regarded as having been duly completed unless all required documents are attached to the Drawdown request and comply with the provisions of Clause 3.2 (*Payment mechanics*).

If all conditions set out in this Agreement are met, the Agency will transfer the requested Drawdown to the Final Beneficiary.

3.2 Payment mechanics

The funds will be made available in accordance with the following terms and conditions:

Each Drawdown shall be made available by the Agency in the form of advances (each an “**Advance(s)**”) paid into the Project Account (as defined below).

3.2.1 Opening of the Project Account

The Beneficiary shall procure that the Final Beneficiary opens and maintains an account in the name of the Project (the “**Project Account**”), in an Acceptable Bank (the “**Account Bank**”), for the sole purpose of (i) receipt of the proceeds of each Drawdown; and (ii) payment of the Eligible Expenses.

The Beneficiary hereby undertakes to procure that the Final Beneficiary waives, and procure that the Account Bank waives, any right of set-off such party may have in respect of the Project Account and any other account opened in the name of the Final Beneficiary at the Account Bank, or against any other debt of the Final Beneficiary.

In the event that the Account Bank ceases to be an Acceptable Bank, the Agency may instruct the Beneficiary to request that the Final Beneficiary replaces the Account Bank with an Acceptable Bank. The Beneficiary hereby undertakes to instruct the Final Beneficiary to replace the Account Bank promptly at its own expense immediately upon the Agency’s first demand to request that the Final Beneficiary executes a deed of pledge in favour of the Agency.

3.2.2 First Advance

Provided that the conditions set out in Clause 2.4 (*Conditions precedent*) have been satisfied, the Agency shall pay a first Advance of eight hundred thousands Euros (EUR 820,000) to the Project Account.

3.2.3 Additional Advances

Additional Advances will be paid upon the Final Beneficiary’s request, subject to the applicable conditions set out in Clause 2.4 (*Conditions precedent*) being satisfied.

3.2.4 Final Advance

The final Advance shall be paid in accordance with the same conditions as the previous Advances and, if applicable, shall take into account any change in the financing plan of the Project, as agreed between the Parties.

3.2.5 Justification for Use of Advances

The Beneficiary agrees to procure that the Final Beneficiary deliver to the Agency:

- (a) no later than the Deadline for Implementation of the Project, a certificate signed by an authorised signatory of the Final Beneficiary certifying that one hundred per cent. (100%) of both the penultimate Advance and the final Advance (with the exception of any amount relating to Closing Expenses, as provided for in Clause 3.2.7 have been used and providing a detailed breakdown of the sums paid in respect of the Eligible Expenses during the relevant period; and
- (b) no later than three (3) months from the date of delivery of the certificate referred to in subparagraph (a), a final audit report of the Project Account (the “**Final Audit Report**”), carried out by the Office of the Auditor General or an independent and reputable auditing firm which has been appointed by the Beneficiary *or* the Final Beneficiary, subject to the Agency’s no-objection on the terms of reference of the audit mission and - if applicable - the appointed auditing firm. All audit costs may be paid by funds made available to the Beneficiary under a credit facility agreement N° CRW1062 01 J, entered into between the Beneficiary (as borrower) and the Agency (as lender) on 23 March 2023. The Beneficiary shall ensure that the auditing firm verifies that all Advances made

under the Grant and paid into the Project Account have been used in accordance with the terms and conditions of this Agreement.

3.2.6 Applicable Exchange Rate

If any Eligible Expenses are denominated in a currency other than Euro, the Beneficiary shall procure that the Final Beneficiary converts the invoice amount into the equivalent amount in Euros using the National Bank of Rwanda exchange rate for the applicable currency on the payment date of the relevant invoice.

3.2.7 Deadline for Use of Funds

The Beneficiary agrees and procures that the Final Beneficiary agrees that all funds disbursed in the form of an Advance shall be used in full to finance Eligible Expenses no later than the Deadline for Implementation of the Project, provided however, for the avoidance of doubt, that funds which are used to finance Closing Expenses may be used, after the Deadline for Implementation of the Project but prior to the date of delivery of the General Implementation Report pursuant to Clause 7.1(b) of this Agreement

3.2.8 Control – Audit

The Beneficiary agrees that the Project Account shall be audited on an annual basis until the Deadline for Implementation of the Project. These audits shall be carried out by the Office of the Auditor General or an independent and reputable auditing firm, appointed by the Beneficiary *or* the Final Beneficiary, subject to the Agency's no-objection on the terms of reference of the audit mission and – if applicable - the appointed auditing firm. All audit costs may be paid by funds made available to the Beneficiary under a credit facility agreement N° CRW1062 01 J, entered into between the Beneficiary (as borrower) and the Agency (as lender) on 23 March 2023. The auditing firm shall verify that all Drawdowns/Advances paid into the Project Account have been used in accordance with the terms of this Agreement.

Audit reports shall be made available no later than six (6) months following the end of each fiscal year.

During the Drawdown Period, the Agency may carry out, or procure that a third party carries out on its behalf and at the expense of the Beneficiary, random inspections rather than systematic control of documentary evidence.

3.2.9 Failure to Provide Justification for the Use of Advances

The Agency may request that the Beneficiary reimburses:

- (a) any amount in respect of which utilisation has not been duly or sufficiently justified as Eligible Expenses, together with
- (b) all other sums credited to the Project Account on the Deadline for Implementation of the Project.

The Beneficiary shall reimburse such amounts to the Agency within twenty (20) calendar days of receipt of the Agency's notification in this respect.

3.2.10 Use of Funds of an Advance after the Deadline for Implementation of the Project

The Beneficiary shall procure that the Final Beneficiary undertakes to reimburse within twenty (20) calendar days upon request of the Agency the funds of the Grant provided under an Advance which utilization has been made for expenses incurred in connection with any work and services carried out or provided after the Deadline for Implementation of the Project.

Notwithstanding the previous paragraph, the Beneficiary shall not reimburse the funds of the Grant provided under an Advance and which are used to finance Closing Expenses during the period between the Deadline for Implementation of the Project and the date of delivery of the General Implementation Report.

3.2.11 Retention of Documents

The Beneficiary undertakes to instruct the Final Beneficiary to retain the documentary evidence and other documents in connection with the Project Account and utilisation of the Advances for a period of ten (10) years from the Deadline for Drawdown.

The Beneficiary undertakes to deliver such documentary evidence and other documents to the Agency or to any auditing firm appointed by the Agency, upon the Agency's request.

3.3 Deadline for Drawdown

The final Drawdown request shall be received by the Agency no later than fifteen (15) calendar days before the Deadline for Drawdown. If such request is made during the month preceding the Deadline for Drawdown, it shall be addressed to the Agency and be sent by registered mail, requesting an acknowledgment of receipt.

Any part of the Grant that remains unpaid on such Deadline for Drawdown shall be automatically cancelled.

3.4 Closing Expenses¹

The Beneficiary undertakes to request a no-objection opinion from the Agency for all Closing Expenses which are financed according to Clause 3.2 (*Payment Mechanics*) of the Agreement.

4. CANCELLATION AND SUSPENSION OF DRAWDOWNS

The Agency may suspend all or part of the Drawdowns and/or cancel all or part of the Grant upon the occurrence of any of the following events:

(a) Project Documents

Any Project Document, or any right or obligation set out therein, ceases to be in full force and effect or is subject to a notice of termination or its validity, legality or enforceability is challenged.

(b) Misrepresentation

A representation made or warranty given by the Beneficiary in the Financing Documents, including under Clause 5 (*Representations and warranties*), or in any document delivered by or on behalf of the Beneficiary under or in relation to the Financing Documents, is incorrect or misleading when made or given, or deemed to be made or given.

(c) Undertakings and Obligations

The Beneficiary does not comply with any term of this Agreement, including, without limitation, any of the undertakings given pursuant to Clause 6 (*Undertakings*), in

particular Clause 6.12 (*Undertakings with respect to the Financing of the Project by the European Union*) and Clause 7 (*Information Undertakings*)

(d) Unlawfulness

It is or becomes unlawful for the Beneficiary to perform any of its obligations under the Financing Documents.

It becomes unlawful for the Agency pursuant to applicable law and regulations to perform any of its obligations as contemplated by this Agreement or to transfer Grant funds or maintain the Grant.

(e) Material Adverse Change

Any event (including a change in the political situation of the country of the Beneficiary) or any measure which is likely, according to the Agency's opinion, to have a Material Adverse Effect occurs or is adopted or is likely to occur or to be adopted.

(f) Decisions and instructions of the French State

The French Government has decided to sever, suspend or interrupt all or part of its diplomatic ties and/or cooperation with the Beneficiary or the Government of the Beneficiary's country or the State of the Project implementation or the State of the Project implementation; or the Beneficiary or the Government of the Beneficiary's country or the State of the Project implementation or the State of the Project implementation has severed or announced that it will sever all or part of its diplomatic ties and/or cooperation with France.

(g) Withdrawal or Suspension of the Project

Any of the following occurs:

- the implementation of the Project is suspended or postponed for a period exceeding six (6) months; or
- the Project has not been completed in full by the Deadline for the Implementation of the Project; or
- the Final Beneficiary withdraws from, or ceases to participate in, the Project.

(h) Authorisations

Any Authorisation required for the Beneficiary *or* the Final Beneficiary in order to perform or comply with its obligations under the Financing Documents or its other material obligations under any Project Documents or required in the ordinary course of the Project is not obtained within the required timeframe or is cancelled or becomes invalid or otherwise ceases to be in full force and effect.

(i) Suspension of Free Convertibility and Free Transfer

Free convertibility and/or free transfer of the amounts received in relation to the Grant by the Beneficiary, or any other funds provided by the Agency to the Beneficiary or any beneficiary of the jurisdiction of the Project, is challenged.

- (j) Default by the Beneficiary in relation to a Credit Facility Agreement

The Beneficiary is in default in relation to a credit facility agreement entered into with the Agency.

- (k) Default by the Final Beneficiary

The Final Beneficiary (i) does not comply with any term of the On-granting Agreement; (ii) does not comply with any term of a Project Document or of any other agreement or deed entered into in relation to the Project; or (iii) does not pay on the due date any amounts due in relation to the Project.

- (l) Suspension of Payments under the Contribution Agreement

Any disbursement of the funds delegated by the European Union to the Agency under the Contribution Agreement is suspended for any reason whatsoever.

- (m) Force Majeure

A Force Majeure event has occurred and has an adverse effect on the implementation of all or part of the Project.

- (n) Utilisation of the Funds of the Grant in contradiction with the Terms and Conditions of this Agreement and the Project

The Final Beneficiary uses the funds of the Grant for a purpose other than the one agreed under the Agreement, or the funds of the Grant are unduly paid by the Final Beneficiary or are not properly used by its contractors.

- (o) Termination or Suspension of the Contribution Agreement

The Contribution Agreement is cancelled, terminated or suspended for any reason whatsoever.

- (p) Intervention by an Authority

An Authority:

- decides to close, seize or expropriate all or part of the Project facilities or one or several of the Final Beneficiary's assets which are required to continue its activities; or
- takes possession or control of all or part of the Project's facilities or any of Final Beneficiary's assets which are required to continue its activities; or
- takes any measure with a view to the liquidation, winding-up, administration, reorganisation or restructuring of the Final Beneficiary; or
- takes any other measure that would prevent the Final Beneficiary from continuing all or part of its activities or operations.

5. REPRESENTATIONS AND WARRANTIES

All the representations and warranties set out in this Clause 5 (*Representations and warranties*) are made by the Beneficiary for the benefit of the Agency on the Signing Date. All the

representations and warranties in this Clause 5 (*Representations and warranties*) are deemed to be made by the Beneficiary on each Drawdown date.

5.1 Power and Authority

The Beneficiary has the power to enter into, perform and deliver Financing Documents and Project Documents and to perform all obligations thereunder. The Beneficiary has taken all necessary actions to authorise its entry into, performance and delivery of the Financing Documents and Project Documents and the activities funded by the Grant.

5.2 Binding Obligations

The obligations undertaken by the Beneficiary under the Financing Documents comply with all laws and regulations applicable to the Beneficiary in its jurisdiction of establishment and are legal, valid, binding and enforceable obligations which are effective in accordance with their written terms.

5.3 No Conflict with Other Obligations of the Beneficiary

The entry into and performance by the Beneficiary of, and the obligations contemplated by, the Financing Documents do not conflict with any domestic or foreign applicable law or regulation, or any agreement or instrument binding upon the Beneficiary or affecting any of its assets.

5.4 Validity and Admissibility in Evidence

All Authorisations required:

- (a) to enable the Beneficiary to lawfully enter into, and exercise its rights and comply with its obligations under the Financing Documents and Project Documents; and
- (b) to make the Financing Documents and the Project Documents admissible in evidence in the courts of the jurisdiction of the Beneficiary,

have been obtained and are in full force and effect and no circumstances exist which could result in the revocation, non-renewal or modification, in whole or in part, of any such Authorisations.

5.5 Project Authorisations

All Project Authorisations have been obtained or effected and are in full force and effect and there are no circumstances which may result in any Project Authorisation being revoked, cancelled, not renewed or varied in whole or in part.

5.6 Procurement

The Beneficiary hereby declares that it: (i) has received a copy of the Procurement Guidelines and (ii) understands the provisions of the Procurement Guidelines, in particular, those provisions relating to any actions which the Agency may take in the case of a breach of the Procurement Guidelines by the Beneficiary and (iii) has provided a copy of the Procurement Guidelines to the Final Beneficiary which has confirmed that it understands the provisions of the Procurement Guidelines and in particular, those provisions relating to any actions which the Agency may take in the case of a breach of the Procurement Guidelines by the Final Beneficiary.

The Beneficiary is contractually bound by the Procurement Guidelines as if such Procurement Guidelines were incorporated by reference into this Agreement.

The Beneficiary confirms that the procurement, award and performance of all contracts entered into for the purposes of implementing the Project or any part thereof, comply with the provisions of the Procurement Guidelines, including such contracts entered into, and/or for which the procurement process has started, prior to the Signing Date and that are retroactively financed by the Agency.

5.7 Licit Origin of the funds, Prohibited Practices, Tax Avoidance and Tax Fraud

The Beneficiary represents and warrants that:

- (a) the funds which are or will be invested in the Project, if any, other than those provided by the State, are not of an Illicit Origin;
- (b) the Project is not structured in a way to contribute to Tax Avoidance Practices or Tax Fraud and does not involve any activities that contribute to Tax Avoidance Practices, or Tax Fraud;
- (c) the Project (in particular, the negotiation, award and performance of any contracts which have been funded by the Grant) has not given rise to any Prohibited Practices;
- (d) it has not committed or participated in any act contrary to any anti-Money Laundering and counter-Terrorist Financing applicable law.

6. UNDERTAKINGS

The undertakings in this Clause 6 (*Undertakings*) take effect on the Signing Date and remain in full force and effect for the duration of this Agreement.

6.1 Authorisations

The Beneficiary shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect and procure that the Final Beneficiary promptly obtains, complies with and does all that it necessary to maintain in full force and effect any Authorisation required under any applicable law or regulation to enable it to perform its obligations under the Financing Documents and to ensure the legality, validity, enforceability and admissibility in evidence of any Financing Document or any Project Document.

6.2 Project Documents

The Beneficiary shall procure that the Final Beneficiary provides the Agency with a copy of any amendment to any Project Documents and shall not, and shall not agree to, make any material amendment to any Project Document without obtaining the Agency's prior consent.

6.3 Compliance with Laws and Regulations

The Beneficiary shall comply and procure that the Final Beneficiary complies:

- (a) with all applicable laws and regulations, particularly in relation to publication of information encouraging tax transparency, as well as all applicable environmental protection, and prevention and fight against Prohibited Practices; and human rights, safety and labour laws including conventions of the International Labour Organization ("ILO") and the international environmental conventions with respect to environmental protection which are not conflicting with applicable laws and regulations in the relevant country; and
- (b) with all of its obligations under the Project Documents.

6.4 Procurement

In relation to the procurement, award and performance of contracts entered into for the purposes of the implementing Project or any part thereof, and financed by the Grant, the Beneficiary shall comply with, and implement, the provisions of the Procurement Guidelines. The Beneficiary guarantees that the Final Beneficiary will comply with and implement the Procurement Guidelines.

The Beneficiary shall take all actions and steps deemed necessary for the effective implementation of provisions of the Procurement Guidelines.

In the event of non-compliance by the Final Beneficiary of the Procurement Guidelines, the Agency may declare the related costs ineligible under this Agreement and request the return of the funds of the Grant used to pay such ineligible costs.

Notwithstanding the provisions of the Procurement Guidelines, at the Beneficiary's request, the Agency may provide assistance to the Beneficiary with the procurement process, following the provisions of an agreement to be signed between the Parties. Such assistance shall consist in the Agency preparing and submitting free of charge for the Beneficiary to validate all necessary documents at each step of the procurement process, as described in such agreement. The Beneficiary shall remain solely responsible for the award, signature and performance of the contract(s) in relation thereto.

6.5 Additional Financing

The Beneficiary shall not amend or alter the Financing Plan without obtaining the Agency's prior written consent and shall finance any additional costs not anticipated in the Financing Plan on terms satisfactory to the Agency.

6.6 Assignment

Upon the Agency's request, the Beneficiary shall procure that the Final Beneficiary:

- (a) includes the Agency in any Insurance Policies as sole beneficiary of any insurance proceeds; and
- (b) assigns to the Agency the benefit of any Provider's Guarantees.

6.7 Financial Sanctions Lists and Embargo

The Beneficiary shall procure that the Final Beneficiary(ies) undertake(s):

- (a) that no funds or economic resources of the Project are made available, directly or indirectly, to or for the benefit of persons, groups or entities listed on any Financial Sanctions Lists;
- (b) not finance, acquire or provide any supplies or intervene in sectors which are subject to an Embargo by the United Nations, the European Union or France.

6.8 Origin of funds, no Prohibited Practices or Tax Avoidance Practices or Tax Fraud

The Beneficiary undertakes, and ensure that the Final Beneficiary undertakes:

- (a) to use the funds of the Grant in accordance with the AFD Group's policy to prevent and combat Prohibited Practices as available on its Website;

- (b) to ensure that the funds other than State funds invested in the Project will not come from Illicit Origin;
- (c) to ensure that the Project (in particular during the negotiation, entry into and performance of the contracts funded out of the Grant) shall not give rise to any Prohibited Practice;
- (d) to ensure that the Project is not structured in a way to contribute to Tax Avoidance Practices or Tax Fraud, and more generally that no Project-related activity contributes to Tax Avoidance Practices or Tax Fraud;
- (e) as soon as it becomes aware of, or suspects, any Prohibited Practice, to inform the Agency without any delay;
- (f) in the event referred to in paragraph (d) above, or at the Agency's request if the Agency suspects any Prohibited Practice has occurred, take all necessary actions to remedy the situation in a manner satisfactory to the Agency and within the time period determined by the Agency; and
- (g) to notify the Agency without delay if it is aware of information which leads to suspect the Illicit Origin of funds invested in the Project.

6.9 Investigations

The Beneficiary shall, and shall procure that the Final Beneficiary undertakes, to allow the Agency or any third party mandated by the Agency, to carry out an investigation in the event of an allegation of Prohibited Practice. To this end, the Agency or any third party mandated by it is authorized to:

- (a) interview anyone who may have information about an alleged Prohibited Practice;
- (b) conduct audits and controls, both documentary and on-site, as the Agency may deem appropriate, including access to the accounting books and records or any other documentation relating to the Project held by the Beneficiary or any person or entity connected with the Project;
- (c) carry out visits of the sites, facilities and works related to the Project; and
- (d) achieve all the steps and actions necessary for these investigations.

The Beneficiary shall procure that the Final Beneficiary undertakes to ensure that the tender documents, contracts and sub-contracts financed through the Grant allow the implementation of this Clause.

Non-compliance with this Clause by the Beneficiary could, at the discretion of the Agency, constitute a Non-Cooperative Practice.

6.10 Environmental and Social Responsibility

6.10.1 Implementation of Environmental and Social Measures

In order to promote sustainable development, the Parties agree that it is necessary that internationally recognised environmental and labour standards, including the fundamental conventions of the International Labour Organization ("ILO") and the relevant international environmental treaties, be complied with.

For such purpose, the Beneficiary shall within the context of the Project:

- (a) include in the competitive bid documentation and procurement contracts a clause whereby each Provider undertakes, and procures that its sub-contractors (if any) undertake, to comply with such international standards in accordance with the applicable laws and regulations of the country in which the Project is being implemented. The Agency reserves the right to request that the Beneficiary provides a report on environmental and social conditions of implementation of the Project;
- (b) put in place appropriate mitigation measures specific to the Project as defined in the context of the Project environmental and social risk management approach and set out in the Environmental and Social Commitment Plan (ESCP) attached as Schedule 5 – (*Environmental and Social Commitment Plan and Social Action Plan*);²
- (c) require that the contractors appointed for implementing the Project apply the mitigation measures set out in paragraph (b) above and procure that their subcontractors (if any) comply with all such measures, and take all appropriate steps in the event of a failure to comply with all such measures; and
- (d) provide the Agency with bi-annual follow-up reports on the implementation of the ESCP.

6.10.2 Environmental and Social Claim Management (“ES”)

- (a) The Beneficiary (i) confirms that it has received a copy of the ES Grievance Management Procedure Regulations and has acknowledged its terms, in particular with respect to actions that may be taken by the Agency in the event that a third party lodges a grievance, and (ii) acknowledges that the ES Grievance Management Procedure Regulations have, as between the Beneficiary and the Agency, the same contractually binding effect as this Agreement.
- (b) The Beneficiary expressly authorises the Agency to disclose to the experts (as defined in the ES Grievance Management Procedure Regulations) and to parties involved in the compliance audit and/or conciliation, the Project documents concerning environmental and social matters necessary for processing the environmental and social grievance (as defined in the ES Grievance Management Procedure Regulations), including, without limitation, those listed in Schedule 8 – (List of Undertakings applicable to the Beneficiary Financing by the Euro).

6.10.3 Biodiversity Data Sharing

In order to promote biodiversity data sharing and in accordance with international targets related to biodiversity data knowledge and sharing, the Beneficiary undertakes to share, or procure that its third party contractors share, the biodiversity data (raw or processed) generated in relation with the Project with the Global Biodiversity Information Facility (GBIF) worldwide database, in order to enable its publication.

For this purpose, the Beneficiary undertakes to take all appropriate measures towards its third party contractors so that they allow the sharing on the GBIF worldwide database

² Dans cette option I, le ESCP n'est requis que si le Projet est classé A, B+ ou B, Il n'est pas requis pour les projets classés C.

of the processed biodiversity data on which they may have intellectual property rights, regardless of the medium.

The data sharing on the GBIF database shall be carried out in accordance with the terms and conditions set out in Schedule 10 – (*Biodiversity data sharing*)

The Agency shall be mentioned as “project funder” in the metadata section.

6.11 Project Account

The Beneficiary shall procure that the Final Beneficiary opens, maintains and uses the Project Account in accordance with the terms of this Agreement.

6.12 Undertakings with respect to the Financing of the Project by the European Union

- (a) The Beneficiary undertakes to comply with its obligations under Schedule 8- (*List of undertakings applicable to the Beneficiary Financing by the European Union*) of this Agreement.
- (b) The Beneficiary shall also ensure that the obligations under section 1 “*Conflict of Interests*”, section 2 “*Data Protection*”, section 3 “*Communication and Visibility*”, section 5 “*Accounting and Archiving*” and section 6 “*Access and Financial Checks*” of Schedule 8- (*List of undertakings applicable to the Beneficiary Financing by the European Union*) of this Agreement, apply to its contractors.
- (c) With respect to the procurement under the Project, the Beneficiary shall adopt reasonable measures, in accordance with its own regulations and rules, to ensure that potential candidates or tenderers and applicants shall be excluded from the participation in a procurement or grant award procedure and from the award of a procurement contract financed with EU funds, if the Beneficiary becomes aware that any such entities (i.e. potential candidates or tenderers and applicants):
 - (i) or persons having powers of representation decision making or control over them, have been the subject of a final judgement or of a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings;
 - (ii) or persons having powers of representation, decision making or control over them have been the subject of a final judgement or final administrative decision for an irregularity affecting the EU's financial interest;
 - (iii) are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information;
 - (iv) have been the subject of a final judgment or final administrative decision establishing that the entities have established an entity under a different jurisdiction with the intention of circumventing fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
 - (v) have been established with the intention described in point (iv) above as determined by a final judgment or final administrative decision.

6.13 On-granting– Monitoring of the Final Beneficiary

The Beneficiary undertakes:

- (a) to include in the On-granting Agreement provisions whereby the Final Beneficiary undertakes to fulfil all the undertakings that the Beneficiary has given on behalf of the Final Beneficiary under this Agreement including, but not limited to, the undertakings set out in Clauses 6 (*Undertakings*), in particular Clause 6.12 (*Undertakings with respect to the Financing of the Project by the European Union*) and Clause 7 (*Information Undertakings*), as well as the proxy granted to the Final Beneficiary to act in the name of and on behalf of the Beneficiary, especially in regard to the Drawdown requests;
- (b) systematically to collect and make available to the Agency, the personal data of any person (identity, citizenship, domicile) and/or any legal entity (corporate name, place of incorporation, registered office, identity of shareholders) benefiting from the on-granted funds;
- (c) to provide the Agency with any information in relation to the On-granting Agreement which shall be recorded in the accounting books of the Final Beneficiary;
- (d) to ensure that the Final Beneficiary complies with its obligations under the On-granting Agreement and that the on-granted funds are used by the Final Beneficiary for the financing of the Project in accordance with the terms of this Agreement;

6.14 Preservation of the Project

The Beneficiary shall procure that the Final Beneficiary undertakes:

- (a) to implement and maintain the Project in accordance with generally accepted principles of care and commercial practice and in accordance with technical standards in force;
- (b) to maintain all Project assets in good working order and condition in accordance with all applicable laws and regulations and use such assets for their proper purpose and in accordance with all applicable laws and regulations;

6.15 Monitoring

The Beneficiary shall allow the Agency and the Commission and their representatives (i) to participate to monitoring and evaluation of the Project and (ii) to carry out inspections in relation to implementation and operations, financial aspects included, of the Project, its impact and the achievement of the objectives of the Project.

The Beneficiary shall co-operate with the Agency and the Commission and their representatives when carrying out such inspections, the timing and format of which shall, in each case, be determined by the Agency and the Commission following consultation with the Beneficiary. The Beneficiary undertakes to make available to the Commission and their representatives all necessary information and original supporting documents relating to the Project's expenses.

The Beneficiary undertakes to procure that the Final Beneficiary undertake to retain and make available for inspection by the Agency, all documents relating to the Project for a period of ten (10) years following the Deadline for Drawdown.

6.16 Project Evaluation

The Beneficiary acknowledges that the Agency may carry out, or procure that a third party carries out on its behalf, an evaluation of the Project. Feedback from this evaluation will be used to produce a summary containing information on the Project, such as: total amount and duration of the funding, objectives of the Project, expected and achieved quantified outputs of the Project, assessment of the relevance, effectiveness, impact and viability/sustainability of the Project, main conclusions and recommendations.

The main objective of the evaluation will be the articulation of credible and independent judgement on the key issues of relevance, implementation (efficiency) and effects (effectiveness, impact and sustainability).

Evaluators will need to take into account in a balanced way the different legitimate points of view that may be expressed and conduct the evaluation impartially.

The Beneficiary will be involved as closely as possible in the evaluation, from the drafting of the terms of reference to the delivery of the final report.

The Beneficiary agrees to the publication of the above-mentioned summary, notably on the Agency's website.

6.17 Visibility and Communication

"The Beneficiary shall implement visibility and communication actions related to the implementation of the Project in accordance with the terms of the Visibility and Communication Guide, and acknowledges having fully read and understood the aforementioned guide.

According to the Visibility and Communication Guide, the Project is subject to communication and visibility obligations of LEVEL 1.

7. INFORMATION UNDERTAKINGS

The undertakings in this Clause 7 (*Information Undertakings*) take effect on the Signing Date and remain in full force and effect for the duration of this Agreement.

7.1 Progress Reports

The Beneficiary shall provide the Agency with:

- (a) within fifteen (15) calendar days following the end of the fiscal year in Rwanda and until the Deadline for Implementation of the Project, with a technical and financial progress report in relation to the implementation of the Project which draft shall be prepared in accordance with section 9 of Schedule 8 – (*List of Undertakings applicable to the Beneficiary Financing by the European Union*) of this Agreement and an annual follow-up report of the Project' Indicators in the form set out in Schedule 2 – (*Form of Follow up Report of the Project*);
- (b) within four (4) months after the Deadline for Implementation of the Project, with a general implementation report (the "**General Implementation Report**") including an annual follow-up report of the Project' Indicators in the form set out in Schedule 6 – (*Form of Follow-up report*).

7.2 Information - Miscellaneous

The Beneficiary shall provide the Agency with:




- (a) immediately upon becoming aware of them, details of any event or circumstance which is or may be an event of suspension or cancellation of a Drawdown or which has or may have a Material Adverse Effect, the nature of such an event and all the actions taken or to be taken to remedy it (if any);
- (b) immediately any information relating to an event or circumstance which is or may be considered as an utilisation of the funds of the Grant in contradiction with the terms and conditions of this Agreement, a payment which is undue or any other irregularity in the utilisation of the funds of the Grant;
- (c) promptly upon becoming aware of them and at the latest 48 hours following its occurrence, details of any incident or accident directly related to the implementation of the Project which might have a significant impact on the Project site, the safety, the working conditions of its employees or any contractors working on the implementation of the Project, the nature of such incident or accident, together with details of any action taken or proposed to be taken, as applicable, by the Beneficiary to remedy it. The Agency reserves the right to request from the Beneficiary to adopt additional measures in order to deal with such incident or accident. If no agreement is reached with the Beneficiary for the implementation of such measures or remedies, the Agency may terminate this Agreement in accordance with Clause 11.211.2 of this Agreement;
- (d) promptly, details of any decision or event which might affect the organisation, completion or operation of the Project;
- (e) for the all duration of the Project implementation, the interim and final reports prepared by any service provider and/or contractor, and thereafter a comprehensive implementation report;
- (f) promptly, any further information or documents with respect to the use of funds and implementation conditions of the Project Documents as well as contracts entered into for their implementation that the Agency may request;
- (g) as soon as possible, throughout the duration of the business relationship, provide the Agency with any document or information about the Beneficiary that the Agency may request, to enable the Agency to fulfill its know-your-customer ("KYC") obligations under anti money laundering and anti-terrorist regulations, in particular for the purpose of updating its KYC information on the Beneficiary;

8. COSTS AND EXPENSES - REGISTRATION

8.1 Costs and Expenses

The Beneficiary shall pay all costs and expenses incurred in connection with the negotiation, preparation and signing of this Agreement including, as the case may be:

- (a) lawyer's fees, as the case may be;
- (b) registration costs, if registration is requested by one of the Parties, and other similar taxes payable in respect of this Agreement; and
- (c) costs and expenses in connection with the transfer of Grant funds from Paris financial centre to any other financial centre agreed with the Agency.

8.2 Recovery Costs

The Beneficiary shall pay directly or reimburse the Agency for all reasonable costs and expenses, if applicable, that the Agency would incur or has paid for any step to be taken including without limitation in case of judicial recourses for the recovery of all amount of the Grant irregularly or unduly used or paid under this Agreement.

9. MISCELLANEOUS

9.1 Language

The language of this Agreement is English. Should this Agreement be translated, the English version shall prevail in the event of any conflicting interpretation of the terms of this Agreement or in the event of a dispute between the Parties.

All communications or documents provided under, or in connection with, this Agreement shall be in English.

The Agency may request that any communication or document provided under, or in connection with, this Agreement that is not in English be accompanied by a Certified English translation, in which case, the English translation shall prevail unless the document is a legal text or other official document.

9.2 Partial Invalidity

If, at any time, a term of this Agreement is or becomes illegal, invalid or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement will remain unaffected.

9.3 No Waiver

Failure to exercise, or delay in exercising, any right on the part of the Agency shall not operate as a waiver of that right.

Partial exercise of a right shall not prevail any further exercise of such right or the exercise of such right or any other right or remedy under any applicable law.

The Agency's rights and remedies under this Agreement are cumulative and not exclusive of its rights and recourse under any applicable law.

9.4 Assignment

The Beneficiary may not assign or transfer, in any manner whatsoever, all or any of its rights and obligations under this Agreement without the prior written consent of the Agency.

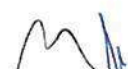
The Agency may assign or transfer to a third party its rights and obligations under this Agreement.

9.5 Legal Effect

The Schedules annexed hereto, the Procurement Guidelines and the recitals hereof form part of this Agreement and have the same legal effect as the other terms of this Agreement.

9.6 Entire Agreement

As of the Signing Date, this Agreement represents the entire agreement between the Parties in relation to the matters set out herein, and supersedes and replaces all previous documents,

agreements or understandings that may have been exchanged or communicated as part of the negotiations in connection with this Agreement.

9.7 Amendments

No amendment may be made to any provision of this Agreement unless expressly agreed in writing between the Parties.

9.8 Confidentiality - Disclosure of Information

- (a) Each Party shall not disclose the content of any Financing Document to any third party without the prior consent of the other Party except to:
 - (i) any person to whom the Party has a disclosure obligation under any applicable law, regulation or judicial ruling; or
 - (ii) the Final Beneficiary for the purposes of the Project.
- (b) Furthermore, the Agency may disclose any information or document in relation to the Project to: (i) its auditors, experts, rating agencies, legal advisers or supervisory bodies; (ii) any person or entity to whom the Agency may assign or transfer all or part of its rights or obligations under Financing Documents; (iii) the French State, and in particular the ministries to which the Agency reports, for the purposes of the Agency's activity;
- (c) Furthermore, the Beneficiary hereby expressly authorizes the Agency to communicate and to disclose on the Agency's Website information relating to the Project and related financing as listed in Schedule 7- (*Information that the Agency is authorized expressly to disclose on the Agency's Website*).

9.9 Statute of Limitations

The statute of limitations period in relation to the Financing Documents is ten (10) years.

9.10 Hardship

Each Party hereby acknowledges that the provisions of article 1195 of the French Code civil shall not apply to it with respect to its obligations under the Agreement and it shall be not entitled to make any claim under article 1195 of the French Code civil.

10. NOTICES

10.1 Written Notices

Any notice, request or other communication provided under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be given by fax or sent by letter to the address and number of the relevant Party set out below:

For the Beneficiary:

REPUBLIC OF RWANDA

Address: 12 KN 3 Ave, Kigali - PO Box 158

Telephone: +250-252575756

Facsimile: +250-252577581

Attention: Minister of Finance and Economic Planning

For the Agency:

AFD Rwanda Office

Address: PBR Tower, KN 67 Street 2, Kigali - PO Box n°3845

Attention: M. Arthur GERMOND - Country Director AFD Rwanda Office

With a copy to:

AFD - Paris Head Office

Address: 5, rue Roland Barthes - 75598 Paris Cedex 12, France

Telephone: + 33 1 53 44 31 31

Attention: Director of the Africa Department

or such other address, fax number, department or officer as one Party notifies to the other Party with at least five (5) Business Days' prior notice.

10.2 Effectiveness

Any notice, request or communication made, or any document sent, by a Party to the other Party in connection with this Agreement is deemed to become effective as follows:

- (a) if by fax, when received in a legible form; and
- (b) if by letter, when delivered to the correct address,

and, where a particular person or a department has been specified, if such notice, request or communication has been addressed to that person or department.

10.3 Electronic Communications

- (a) Any communication made by one person to another under or in connection with this Agreement may be sent by electronic mail or other electronic means if the Parties:
 - (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
 - (ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (iii) notify each other of any change to their address or any other such information supplied by them.
- (b) Any electronic communication made between the Parties will be effective only when actually received in a readable form.

11. ENTRY INTO FORCE – DURATION – TERMINATION

11.1 Entry into Force and Duration

This Agreement shall come into force on the day of the Signing Date provided that all the requested formalities in relation to the validity of this Agreement under the law of the country of the Beneficiary have been fulfilled in a satisfactory manner for the Agency and shall remain in full force and effect until the expiration date of a two (2) year period starting on the date of the Final Audit Report set out in Clause 3.2.5.

Notwithstanding the above, the provisions of Clauses 3.2.11 (Retention of Documents), 6.15 (Monitoring) and 9.8 (Confidentiality- Disclosure of Information) will remain in full force and effect for five (5) years following the date mentioned in the paragraph above; the provisions of Clause 6.10.2 (Environmental and Social Claim Management) (“ES”) shall continue to have effect whilst any claim lodged under the ES Grievance Management Procedures is still being processed or monitored.

11.2 Termination

The Agency reserves the right to terminate this Agreement if the first Drawdown has not been drawn within eighteen (18) months from the date of approval of the Grant referred to in paragraph (E) of the recitals.

The Agency also reserves the right to terminate this Agreement upon the occurrence of one of the events referred to in Clause 4 (*Cancellation and suspension of Drawdowns*).

The Agency shall inform the Beneficiary of such termination by registered mail. Upon request by the Agency, and due to the occurrence of any of these events, the Beneficiary shall repay the funds of the Grant, in whole or in part.

12. GOVERNING LAW, ENFORCEMENT AND SERVICE OF PROCESS

12.1 Governing Law

This Agreement is governed by French law.

12.2 Jurisdiction

Any dispute arising out of or in connection with this Agreement shall be settled by the courts of PARIS.

12.3 Choice of domicile

Without prejudice to any applicable law, for the purposes of serving judicial and extrajudicial documents in connection with any action or proceedings referred to above, the Beneficiary irrevocably chooses its registered office as at the date of this Agreement at the address set out in Clause 10 (*Notices*)¹⁰ as its domicile, and the Agency chooses the address “AFD Head Office” set out in Clause 10 (*Notices*) as its domicile.

13. ELECTRONIC SIGNATURE

In the case this Agreement shall be executed by use of electronic signature:

- (a) Each Party accepts and acknowledges that the use of the electronic signature solution proposed by CEGEDIM France, as well as the associated process, constitutes an




electronic signature within the meaning of the provisions of Article 1367 of the Civil Code.

- (b) Each Party acknowledges and accepts that the storage by CEGEDIM France of the Agreement and all related information recorded and/or signed electronically, complies with the requirement of integrity according to the provisions of Article 1379 of the Civil Code.
- (c) Each Party acknowledges and accepts that the date and timestamping considered of the Agreement as well as the electronic signatures are binding and shall prevail between the Parties.
- (d) Each Party acknowledges and accepts that the electronic signature of the Agreement, as proposed by CEGEDIM France, has a sufficient level of reliability to identify its signatory and guarantee its link with the Agreement to which its signature is attached.
- (e) Therefore, the Parties agree that the electronic signature solution proposed by CEGEDIM France carries a presumption of reliability, until proven otherwise, equivalent to the presumption of reliability granted to the qualified electronic signature referred to in Article 1367 paragraph 2 of the Civil Code and in Article 1 of Decree 2017-1416 of 28 September 2017 on electronic signatures, so that it will be up to the Party contesting the reliability of the electronic signature solution proposed by CEGEDIM France, to prove the unreliability of the process used. Thus, each of the Parties acknowledges and expressly accepts that the Agreement signed by using the electronic signature solution proposed by CEGEDIM France:
 - (i) has the same probative value as a hard-copy written document signed and/or dated;
 - (ii) is valid and enforceable against it and the other Parties; and
 - (iii) is admissible before the courts and/or any authority as literal evidence of their existence and the content of the legal act attached to them.
- (f) This Article constitutes an evidentiary agreement in accordance with Article 1368 of the French Civil Code.

Executed in two (2) originals, in Kigali, on 26.02.2024




THE BENEFICIARY

REPUBLIC OF RWANDA



Represented by:

Name: Dr Uzziel NDAGIJIMANA

Capacity: Minister of Finance and Economic Planning

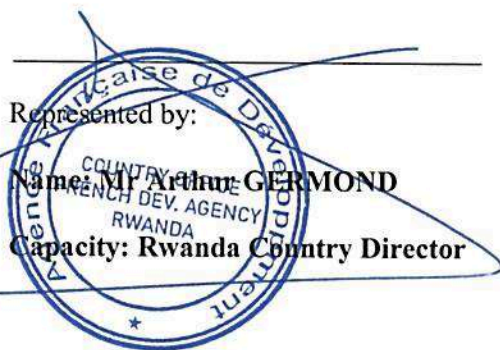
THE AGENCY

AGENCE FRANÇAISE DE DÉVELOPPEMENT

Represented by:

Name: Mr Arthur GERMOND

Capacity: Rwanda Country Director



Co-signatory, Mr Antoine ANFRÉ, Ambassador of France in Rwanda



Schedule 1A - Definitions

Acceptable Bank	means any bank acceptable to the Agency.
Account Bank	means the Acceptable Bank with which the Beneficiary shall procure that the Final Beneficiary opens and maintains the Project Account.
Act of Corruption	means any of the following: (a) the act of promising, offering or giving, directly or indirectly, to a Public Official or to any person who directs or works, in any capacity, for a private sector entity, an undue advantage of any nature, for the relevant person himself or herself or for another person or entity, in order that this person acts or refrains from acting in breach of his or her legal, contractual or professional obligations and, having for effect to influence his or her own actions or those of another person or entity; or (b) the act of a Public Official or any person who directs or works, in any capacity, for a private sector entity, soliciting or accepting, directly or indirectly, an undue advantage of any nature, for the relevant person himself or herself or for another person or entity, in order that this person acts or refrains from acting in breach of his or her legal, contractual or professional obligations and, having for effect to influence his or her own actions or those of another person or entity.
Act(s) of Terrorism	means: (i) any act prohibited by the United Nations Conventions and Protocols related to the fight against terrorism (which may be consulted on the following website: https://legal.un.org/ola/Default.aspx); (ii) any of the offences referred to in articles 3 to 10 of Directive (EU) 2017/541 of the European Parliament of 15 March 2017 on combating terrorism; or (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in the hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organisation to do or abstain from doing any act.
Advance(s)	has the meaning given to this term in Clause 3.2 (<i>Payment mechanics</i>).
Agreement	means this financing agreement, including its recitals, Clauses, Schedules, Procurement Guidelines and, if applicable, any amendments made in writing thereto.

Anti-Competitive Practices	means: (a) any concerted or implicit action having as its object and/or as its effects to impede, restrict or distort fair competition in a market, including without limitation when it tends to: (i) limit market access or the free exercise of competition by other companies; (ii) prevent price setting by the free play of markets by artificially favouring the increase or decrease of such prices; (iii) limit or control any production, markets, investment or technical progress; or (iv) share out markets or sources of supply; (b) any abuse by a company or group of companies of a dominant position within a domestic market or in a substantial part thereof; or (c) any bid or predatory pricing having as its object and/or its effect to eliminate from a market, or to prevent a company or one of its products from accessing the market.
Authority(ies)	means any government or any body, department or commission exercising a public prerogative, or any administration, court, agency or state or any governmental, administrative, tax or judicial entity.
Authorisation(s)	means any Authorisation, consent, approval, resolution, permit, licence, exemption, filing, notarization or registration, or any exemptions in respect thereof, obtained from or provided by an Authority, whether granted by means of an act or omission within a defined time limit.
Business Day	means a calendar day other than a Saturday or Sunday or any public holiday in France.
Certified	means for any copy, photocopy or other duplicate of an original document, the certification by any duly authorised person, as to the conformity of the copy, photocopy or duplicate with the original document.
Closing Expenses	means costs relating to the final report, the final assessment, the final audit and other costs in connection with the closing of the Project
Contribution Agreement	has the meaning given to this term in paragraph (C) of the preamble of this Agreement
Deadline for Drawdown	means 13/03/2029, date after which no further Drawdown may occur.
Deadline for Implementation of the Project	means the date at the end of the implementation period that shall occur no later than 13/09/2029.
Drawdown	means the drawdown of all or part of the funds made available by the Agency to the Beneficiary in connection with the Grant pursuant to the conditions set out in Clause 3 (<i>Drawdown of Funds</i>).
Embargo	means any sanction of a commercial nature which is intended to prohibit any import or export (any supply, sale or transfer) of one or several types of goods, products or services going to and/or coming from any country for a given period and as published and amended by the United Nations, the European Union or France.

ES Grievance Management Procedures	means the contractual terms contained in the Environmental and Social Grievance Management Procedures, which is available on the Website, as amended from time to time.
ESCP	means the environmental and/or social commitment plan substantially in the form set out in Schedule 5 – (Environmental and Social Commitment Plan / Environmental and Social Commitment Action Plan), setting out the Beneficiary's commitment to avoid, mitigate or compensate negative consequences of the Project, on human and natural environment and any planned monitoring as well as the formal steps required in order to carry out such actions.
Euro(s) or EUR	means the single currency of the member states of the European Economic and Monetary Union, including France, and having legal tender in such member states.
Final Audit Report	has the meaning given to this term in Clause 3.2.5 (ii) (<i>Justification for Use of Advances</i>).
Final Beneficiary	means the City of Kigali, in charge of implementing the Project on its own account as the owner of the investments financed by the funds of the Grant, which are on-granted by the Beneficiary.
Financial Sanctions List	means the list(s) of specially appointed persons, groups or entities which are subject to financial sanctions by the United Nations, the European Union and France. For information purposes only and for the convenience of the Beneficiary, who may not rely on them, the following references or website addresses are provided: For the list maintained by the United Nations, the European Union and France , the following website may be consulted: https://gels-avoirs.dgtresor.gouv.fr/List .
Financing Documents	means this Agreement, the On-granting Agreement and any other document in relation thereto.
Financing Plan	means the financing plan of the Project set out in Schedule 3 – (<i>Financing Plan</i>).
Force Majeure	means any unforeseeable exceptional situation or event beyond the Parties control which prevents either of them from fulfilling any of its obligations under the Agreement, which may not be attributed to error or negligence on either part (or the part of Providers, agents or staff), and which could not have been avoided by the exercise of due diligence.
Fraud	means any unfair practice (acts or omissions) deliberately intended to mislead others, to intentionally conceal elements there from, or to betray or vitiate his/her consent, to circumvent any legal or regulatory requirements and/or to violate internal rules and procedures of the Beneficiary or a third party in order to obtain an illegitimate benefit.
Fraud against the Financial Interests of the European Union	means any intentional act or omission intended to damage the European Union budget and involving (i) the use or presentation of false, inaccurate or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or in any illegal reduction in resources of the general budget of the European Union; (ii) the non-disclosure of information with the same effect; and (iii)

	misappropriation of such funds for purposes other than those for which such funds were originally granted.
Grant	means the commitment granted by the Agency in accordance with this Agreement up to the maximum principal amount set out in Clause 2 (<i>Grant Amount, Purpose and Conditions of Utilisation</i>).
Illicit Origin	means funds obtained through: – the commission of any predicate offence as designated in the FATF 40 recommendations Glossary under "<i>catégories désignées d'infractions</i>" (https://www.fatf-gafi.org/media/fatf/documents/recommendations/pdfs/FATF%20Recommendations%202012.pdf) ; – any Act of Corruption; or – any Fraud against the Financial Interests of the European Community, if or when applicable.
Insurance Policies	means the insurance policies that the Final Beneficiary is required to subscribe and maintain in connection with the implementation of the Project, in a form acceptable to the Agency.
Material Adverse Effect	means a material adverse effect on: – the Project, insofar as it would jeopardise the proper continuation of the Project according to, in particular, sound environmental and social standards and in accordance with the Financing Documents and the Project Documents; – the business, assets, financial condition of the Beneficiary or its ability to honour its obligations under the Financing Documents and the Project Documents; – the validity or enforceability of any Financing Document and any Project Documents.
Misuse of AFD's Funds or Assets	means the non-compliant, inappropriate and/or abusive use of the resources, property or assets belonging to the Agency, made knowingly, recklessly or negligently.
Money Laundering	means: (i) the act of facilitating by any means, the false justification of the origin of the assets or proceeds of the perpetrator of a felony or a misdemeanour which brought him a direct or indirect benefit; or (ii) the act of assisting in investing, concealing or converting the direct or indirect proceeds of a felony or a misdemeanour.
Non-Cooperative Practices	means: (i) the act of destroying, falsifying, altering, concealing or unreasonably withholding evidence or any other information, documents or records sought to be disclosed in connection with an investigation by the

	Agency of an allegation of Prohibited Practices to materially obstruct the investigation; or the act of making false statements to materially obstruct the investigation of an allegation of Prohibited Practices; or (ii) the act of threatening, harassing or intimidating any party in order to prevent it from disclosing information relating to an investigation conducted by the Agency, or the continuation of the investigation; or (iii) any acts carried out in order to materially obstruct the Agency in exercising its contractual rights to audit, inspect or access to information in the context of an investigation based on an allegation of Prohibited Practices.
On-granting Agreement	means the agreement setting out the terms and conditions under which the Beneficiary shall on-grant the funds of the Grant, in whole or in part, to the Final Beneficiary.
Procurement Guidelines	means the contractual provisions in the document entitled "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries" in effect on the Signing Date which is available on the Website and a copy of which has been delivered to the Beneficiary.
Prohibited Practices	means Anti-Competitive Practices, Acts of Corruption, Fraud, Fraud against the Financial Interests of the European Union, Non-Cooperative Practices, Misuse of AFD's Funds or Assets, as well as any breach of any applicable anti-Money Laundering and counter-Terrorist Financing laws.
Project	means the budget funding that the Agency makes available to the Beneficiary and the description and costs of which are set out in Schedule 2- (<i>Project Description</i>) and Schedule 3 (<i>Financing Plan</i>)
Project Account	has the meaning given to this term in Clause 3.2.1 (<i>Opening of the Project Account</i>).
Project Authorisations	means the Authorisations necessary in order for (i) the Final Beneficiary to implement the Project and execute all Project Documents to which it is a party and to exercise its rights and perform its obligations under the Project Documents to which it is a party; and (ii) the Project Documents to which the Final Beneficiary is a party to be admissible as evidence before courts in the jurisdiction of the Beneficiary or before a competent arbitral tribunal.
Project Documents	means all the documents, and in particular agreements, supplied or executed by the Final Beneficiary regarding the implementation of the Project, being each of the following documents: – the mandate/delegated project management agreement between the final Beneficiary and the Housing operator

Provider(s)	means a natural or legal person that has signed a contract with the Final Beneficiary, which may include a supplier, a works company or a contractor, a consultant or a service provider.
Provider's Guarantee(s)	means any guarantee provided to the Final Beneficiary directly or indirectly by any of its Providers in charge of the performance of contracts entered into for the purposes of implementing the Project or any part thereof, such as, for example, a performance security or an advance payment security.
Public Official	means any holder of legislative, executive, administrative or judicial office whether appointed or elected, permanent or temporary, paid or unpaid, regardless of rank or any other person defined as a public officer under the domestic law of the Beneficiary's jurisdiction, and any other person exercising a public function, including for a public agency or organisation, or providing a public service.
Schedule (s)	means any Schedule or Schedule s to this Agreement.
Signing Date	means the date of execution of this Agreement by all the Parties.
Tax Avoidance Practices	means using legal instruments in order to pay as little tax as possible. A practice of tax avoidance is characterized when, in light of all the involved entities and relevant financial flows, the structuring of a project is not justified by business reasons reflecting the project's economic reality but for the main purpose, or one of the main purposes, of benefiting from a favorable tax regime that would not have been applicable in the absence of such structuring. Tax avoidance practices include, but are not limited to: (i) the use of harmful tax practices; (ii) the use of offshore structures or arrangements aimed at attracting profits which do not reflect real economic activity in the jurisdiction; and / or (iii) the use of so-called base erosion and profit shifting practices as identified in the OECD BEPS Action Plan (including: abuse of double tax conventions, artificial use of hybrids or artificial avoidance of permanent establishment status).
Tax Fraud	means using illegal practices to avoid paying taxes, for example by not declaring profits or using various ways to avoid paying VAT.
Terrorist Financing	means providing or collecting, directly or indirectly, funds or managing funds with the intention that they should be used, or in the knowledge that they are to be used, for the purpose of committing an Act of Terrorism.
Visibility and Communication Guide	means all contractual provisions binding on the Beneficiary relating to the communication and visibility of projects financed by AFD and contained in the document entitled "Visibility guide for projects supported by AFD - Level 1 "or" Communication guide for projects supported by AFD - Level 2 "as the case may be, a copy of which has been given to the Beneficiary before the signing.
Website	means the website of the Agency (http://www.afd.fr/) or any other such replacement website.

Schedule 1B - Construction

- (a) “**assets**” includes all present and future properties, revenues and rights;
- (b) any reference to the “**Beneficiary**”; a “**Party**” or a “**Agency**” includes its successors in title, permitted assigns and permitted transferees;
- (c) any reference to this Agreement or other document or security is a reference to this Agreement or to such other document or security as amended, restated or supplemented and includes, if applicable, any document which replaces it through novation, in accordance with this Agreement;
- (d) a “**guarantee**” includes any security and any guaranty which is independent from the debt to which it relates;
- (e) a “**person**” includes any person, company, corporation, partnership, trust, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal personality);
- (f) a “**regulation**” includes any legislation, regulation, rule, decree, official directive, instruction, request, advice, recommendation, decision or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, supervisory authority, regulatory authority, independent administrative authority, agency, department or any division of any other authority or organisation (including any regulation issued by an industrial or commercial public entity) having an effect on any of the Financing Documents or on the rights and obligations of a Party;
- (g) a provision of law is a reference to that provision as amended;
- (h) unless otherwise provided, a time of day is a reference to Paris time;
- (i) The Section, Clause and Schedule headings are for ease of reference only and do not affect the interpretation of this Agreement;
- (j) unless otherwise provided, words and expressions used in any other document relating to this Agreement or in any notice given in connection with this Agreement have the same meaning in that document or notice as in this Agreement; and
- (k) a reference to a Clause or Schedule shall be a reference to a Clause or Schedule of this Agreement.

SCHEDULE 2 - Project Description

Kigali Informal Settlement Upgrading Project (KISUP) – Rwanda

1. Context of the project

Rwanda is one of the most densely populated on the continent with 503 inhabitants per square kilometre, compared to an average of 47 in sub-Saharan Africa. Nevertheless, Rwanda remains a largely rural country, with only one city above 250,000 inhabitants: Kigali.

The capital city has undergone tremendous changes over the last 30 years. With a population estimated at 235,000 before 1994, the city is home for more than 1.7 millions inhabitants in 2022, with an annual growth of 9% between 1994 and 2002, and above 5% from 2002 to 2020, well above the African average around 3.5%. This rapid growth is due to the natural demographic growth and the rural urban migration within the country, as the city accounts for more than 70% of the wealth-producing activities.

The rapid demographic growth resulted in a significant spatial extension of the city where only 50% of the surface is buildable due to its hilly topography. The low production of housing units and the scarcity of urban infrastructures led to the development of informal settlements over the past decades. In the early 2000s, more than 60% of the population lived in such spontaneous settlements, mainly located in steep, hazard-prone slopes and marshy land, with limited access to urban services.

Urbanization is one of Rwanda's stated objectives in the Vision 2050 policy, which also included a 'Kigali Vision 2050 master plan', dubbed Kigali Yacu! (Our Kigali!). It is intended to guide the development of the city - which is expected to have a population of some 3.8 million and create 1.8 million jobs by 2050.

The rehabilitation of informal settlements is among the priorities of the City of Kigali (CoK) and the Ministry of infrastructure of Rwanda (MININFRA). The National Strategy for the Rehabilitation of Informal Settlements (2017) and the Strategy for the Rehabilitation of Unplanned and Underserved Settlements in Kigali (2019), as well as the National Implementation Policy for the Rehabilitation of Urban Slums (2021) set the standards to prevent the expansion of new unplanned settlements while also upgrading existing ones. These policies display the government's commitment to meeting current and future urbanization challenges. Moreover, under the leadership of the Ministry of Environment, climate resilience of human settlements are also integrated in the discussions over water resources management and are considered a priority in National Transformation Strategy (NST).

In this perspective, the proposed urban upgrading project will develop activities based on the principle of in-situ rehabilitation, in line with the national and city policies. Two neighbourhoods (Kagugu and Rwezamenyo) were selected based on the city-wide strategy, developed under the Participatory Slum Upgrading Programme – EU funded, to test the proposed implementation strategy in two different locations, one at the core of the city centre and the other one in the city periphery. The two settlements present high density characteristics, and are mostly populated by low-income households subject to significant disaster risks such as flooding and landslide, with limited adaptation capacity. Most of the resident of Rwezamenyo own their home in overcrowded urban units, while the majority of Kagugu's residents are tenants.

Both settlements are located in proximity of water bodies (canal and wetland), playing a critical role in flood management. The level of access to services is rather high, with about 80% of the population having access to water at the plot level and 60% having private toilets. There is no wastewater treatment plants. The road network is very poor, recurrently degraded by landslides and flooding. Several gender issues also exist in both neighbourhoods, as women represent 52% of the inhabitants in Rwezamenyo and 64% in Kagugu, and that a lot of them are considered as vulnerable. At the end, a Gender Action

Plan is being prepared to integrate the reduction of gender inequalities in a transversal way in all components of the project.

2. Objectives of the action

The overall objective of KISUP is to improve the living conditions of the residents of informal settlements in Kigali. The upgrading strategy will take into consideration the capability of low-income tenants to afford living in the upgraded neighbourhood.

The specific objectives of the project are (i) to improve access to inclusive, resilient and safe infrastructure and social services for all residents of Kagugu, Rwezamenyo and Nyakanbanda; (ii) to sustain the capacity of local stakeholders, including the City of Kigali, to implement informal settlement upgrading project in an integrated and resilient manner, and (iii) to test the development of decent and affordable rental housing solutions for low-income households.

3. Description of the Action and related Activities

The project is structured around four components:

Component 1. Resilient and low carbon settlement upgrading

Component 1.1 upgrading basic infrastructures

The settlement upgrading committee prioritized a list of investments to be upgraded in each settlement.

The list of investments includes roads, footpaths, drainage, street lighting, and water pipelines. The preliminary design is being prepared based on a climate vulnerability assessment and a strong hydraulic model to improve resilience on climate change.

Accessibility maps for both settlements were prepared and largely discussed to maintain the existing and sustainable mode of transport used in the area, and improve access to public transports. As a consequence, most of the streets are footpaths, and one way lanes were mainly adopted for motorised roads, reducing social eviction and carbon footprint.

The management of the upgraded infrastructure will be done by CoK. Local communities may get involved in the maintenance of NbS through community works.

Component 1.2 – Upgrading socio-collective facilities and public spaces

In addition to basic infrastructure upgrading, the project aims at improving the socio-economic inclusion by improving socio-collective facilities and public spaces. The facilities include primary schools, nursery, community markets, cell buildings, health post, recreational area, and water springs. The project would consider payments for ecosystem services to mobilize local initiative and support.

The city of Kigali will implement the upgrading of all facilities, which will then be supervised by cell and sector administrations, in coordination with civil society organisations. A technical assistance support will be provided to co-design public spaces, and develop joint management model between civil society and local authorities. EU contribution shall target Nature based solutions (NbS) in riparian spaces, green spaces, and vegetation covers. A phyto-epuration water treatment plant will be assessed and developed if relevant within Kagugu to improve water quality of the wetland.

Component 1.3 – Urban Fabric Initiative (UFI) –

An Urban Fabric Initiative will be proposed to enhance the collaboration between the public authorities and the Civil Society Organisations (CSOs) in each settlement. The UFI is an innovative scheme which intends to create and test urban micro-projects that are co-designed and implemented by the

communities. The initiative will fund and support local stakeholders conducting micro projects – urban furniture, sport grounds, green spaces enhancing social cohesion through the development of new uses of public spaces or through the development of community disaster risk reduction plan.

A UFI operator will be selected among the active CSOs in Rwanda to act as a project conductor - in collaboration with the CoK – in order to co-construct, manage and implement the initiatives located in different sites that were previously identified by the communities. AFD will remain the contracting authority for this specific action.

Component 2 - Institutional Capacity development for informal settlement and housing upgrading

This component will enhance the capacities of all project stakeholders involved in the implementation of the project, with a primary focus on CoK.

In addition to the support provided to the Single Project Implementation Unit (SPIU), this component will finance institutional and policy development at the city and national level. The objective is rather not to review or develop new strategies, but provide practical toolkits and operational guidelines to implement the existing policies related to housing and informal settlement upgrading, and maximize the impact on climate resilience, place making and housing upgrading.

The component will also include technical expertise, training, workshops and learning events, experience sharing, and peer-learning activities with cities, and other capacity building activities aimed at enhancing the ability of national, city, and community teams to exercise their roles and responsibilities in slum upgrading. Safeguards, fiduciary and contract management capacity building/support will also be provided.

Component 3 –Housing upgrading pilot

This component aims at testing different implementation models to improve housing conditions of the urban poor within informal settlements. This initiative will complement the existing affordable housing program of the Government by targeting rental schemes. Different solutions are proposed involving incremental self-upgrading or redevelopment through multi-storey buildings rented by a public or non profit organizations. In both solutions, an agreement will be signed with the eligible landowner to cap rental prices for a given period.

The city of Kigali will hire a Delegated Housing Operator to manage the solutions based on incremental self-upgrading. The interested eligible landowners shall receive financial support to carry out the upgrading works under the supervision of the Housing Operator. The main envisaged financial instruments are micro-loans at concessionary rate and subsidies.

The city will launch complementary studies to further investigate the feasibility of the solutions and the preferred financial model in the settlements.

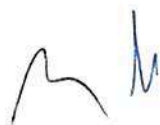
Both solutions will include bioclimatic architecture principles as well as a clear operational and financial management model co-developed in consultation with tenants and landowners.

Component 4 – Program management and coordination, Environment & Social (E&S) safeguard monitoring

The project will provide funding to support the Single Project Implementation Unit staffing strategy, which will include the hiring of CoK staff and the hiring of individual consultants. The repartition between CoK staff and external consultants will depend on the availability of expertise in the country, and the specific requirement of the development partners, for instance in terms of E&S safeguards or procurement. The specific expertise will include gender, disaster risk management/flooding, NbS, and housing upgrading. A specific budget will provide for daily operation, project communication, equipment and others.

Finally, the component 4 also includes the Environmental and Social safeguard monitoring. A Resettlement Policy Framework (RPF), an Environmental and Social Management Framework (ESMF),

and a Gender Action Plan (GAP) are being prepared through the ongoing feasibility study. Other documentations, including Environmental and social Impact assessment (ESIA), Environmental and social management Plan (ESMP) and Resettlement action plan (RAP) will be carried out based on the detailed engineering design. The Government of Rwanda shall finance the implementation of the RAP, estimated on the basis of preliminary design at 5M€.



4. Implementation arrangements

Sustainability

The project sustainability is based on the strong ownership of the National Government and local authorities. The list of investments, and the proposed infrastructure design were discussed at length and approved by the settlement upgrading committees.

Accessibility issues are well considered through the project design. The UFI will pursue the participation approach through the implementation period to ensure activities developed with the communities are inclusive. A gender action plan shall guide the stakeholder engagement process, and youth will be at the core of the initiative. Moreover, the infrastructure upgraded through the program will include accessibility and universal design principles to ensure its a greater access for all users.

The EU contribution will further strengthen the project sustainability:

- the implementation of the UFI shall also ensure the sustainability of the community facilities with the help of selected Civil Society Organizations: joint management model will be developed between the local authority and the community to improve sustainability and ownership by the residents.
- capacity building action plans, with a focus on gender and climate, will also be critical to build the skills of public officers on slum upgrading strategy and program management.

Organisation of the project

The Action will be implemented using the established institutional arrangements at the national and city levels. A Single Project Implementation Unit (SPIU) will be set up by the City of Kigali. The SPIU will have full responsibility for project implementation, including procurement, fiduciary and financial management, E&S safeguards and stakeholder engagement.

The SPIU and the district administration will share the implementation of component 1.1 & 1.2, under the direct supervision of CoK. A specific UFI operator, directly contracted by AFD among CSOs, shall implement component 1.3 under the supervision of CoK.

MININFRA shall be directly responsible for the institutional strengthening activities related to national policies on urban and housing upgrading (component 2). CoK shall implement the capacity development plan in close coordination with MINALOC and MININFRA.

AFD will directly mobilise a stakeholder engagement expert in charge of the coordination of the relations with the CSOs, which is key to the project. He/She will be located at AFD office.

Governance

A Project Steering Committee (PSC) will be established to provide overall strategic guidance and project supervision. The PSC will be chaired by the City of Kigali and it will comprise a representative of MINALOC and MININFRA. MOE, MINECOFIN and MINEMA will be invited based on the proposed agenda.

AFD and EUD representatives will be observing members of the PSC. The Steering Committee will meet at least bi-annually and will be responsible for reviewing the project work plans and the compliance with the credit facility agreement. The KISUP project manager of the SPIU will act as the Secretary to the Steering Committee.

The action shall sustain the setting up of Upgrading Committees and Grievance Redress Committees in each neighbourhood to enhance the participatory approach of the project. Upgrading committees will be active in the preparation and validation of infrastructure design, the development and implementation of joint management model for each socio-collective facility, and the implementation of the Resettlement Action Plan.

5. Monitoring and Evaluation

The M&E system will follow a results-based management approach to ensure accountability of the use of project funds. It will provide a means to analyze project implementation and ensure its compliance with the credit facility agreement. It will cover all activities, including monitoring on the Gender Action Plan. The project management team within the SPIU will include a specific M&E expert.

A mid-term evaluation report (on EU funds) shall be prepared internally and will enable adjusting of the project objectives and activities if needed. A global final report (on EU funds) will be prepared no later than six months after the completion of project activities. AFD shall inform the EU at least 30 days in advance of the dates envisaged for the evaluation missions and the EU should be an integral part of the evaluation process, from the agreement on the ToRs to the acceptance of the evaluation reports. The EU will also be informed and associated to evaluations on the overall action.

Schedule 3 - Financing Plan

PART I – INDICATIVE FINANCING PLAN

Estimated cost of the project	AFD loan (M€)	Grant – TA (M€)	Grant – IG (M€)	GoR (M€)	Total Amount (M€)	%
Co. 1 – Upgrading Plan	31.5		1		32.5	59.8
1.1 provision of basic infrastructures	27.7		0			
1.2 development of social facilities	3.8		1			
1.3 urban fabric initiative*	0		0			
Co. 2 – Capacity-building		1			1	1.8
Co. 3 – Affordable housing pilot		2	3		5	8.9
Co. 4 – Management & coordination	1.5	1.2		6	8.7	20.0
4.1 project management	0.5	1.2		1		
4.2 RAP implementation	1	0		5		
Miscellaneous and unforeseen costs (~15%)	7	0		0	7	12.5
Total	40	4.2	4	6	54.2	100%

*: this component is directly contracted by AFD. Therefore, it does not appear in the financing plan

PART II - ELIGIBLE EXPENSES

Eligible expenses to proceeds of the Facility provided by the Borrower are the any expenses (Goods, Works, Non-consulting services, Consulting services, Training) necessary to the realisation of the Project described in Schedule 2.

- they are necessary for carrying out the project, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
- they are incurred in accordance with the provisions of this Agreement;
- they are actually incurred by the Beneficiary and the final Beneficiary, i.e. they represent real expenditure definitely and genuinely borne by the Beneficiary and the Final Beneficiary;
- they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Beneficiary and the final Beneficiary regardless of their source of funding;
- they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Project which may be incurred after the Implementation Period;
- they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Beneficiary and the final Beneficiary;

g) they are covered by one of the sub-headings indicated in the estimated budget in Schedule 3 and by the activities described in Schedule 2; and

h) they comply with the applicable tax and social legislation taking into account the Beneficiary and the final Beneficiary's privileges and immunities.

PART III - NON-ELIGIBLE EXPENSES

The Project will not finance any tax expenses related to the Project, at the exception of the taxes of the salaries of human resources employed for the management of the Project. The rest of the tax expenses will be covered by the Republic of Rwanda.

The following costs are ineligible for EU financing:

a) bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or to any other employee insurance funds run by the Beneficiary and the final Beneficiary shall only be eligible to the extent they do not exceed the cost incurred during the reporting period, calculated following applicable international accounting standards;

b) full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Project and ownership is transferred in accordance with the provisions of this Agreement ;

d) return of capital;

e) negative remuneration (otherwise referred to as 'negative interest') charged by banks or other financial institutions;

f) debts and debt service charges;

g) provision for losses, debts or potential future liabilities;

i) costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed with the Agency ;

j) costs declared by the Beneficiary and the final Beneficiary under another agreement financed by the European Union budget (including through the European Development Fund);

k) in-kind contributions ; and

l) costs of purchase of land or buildings, unless otherwise provided in this Agreement.

Schedule 4 - Conditions Precedent

The following applies to all documents delivered by the Beneficiary as a condition precedent:

- if the document which is delivered is not an original but a photocopy, the original Certified photocopy shall be delivered to the Agency;
- supporting documents such as memoires, paid invoices, may be presented in Certified copy or Certified duplicate form and must bear the relevant references and dates of payment orders;
- the final version of a document which draft was previously sent to, and agreed upon by the Agency, shall not materially differ from the agreed draft;
- documents not previously sent and agreed upon, must be satisfactory to the Agency in both form and substance.

PART I – CONDITIONS PRECEDENT TO BE SATISFIED ON THE SIGNING DATE

1. Signing and entry into force of the Contribution Agreement.
2. Delivery by the Beneficiary to the Agency of a Certified copy of the relevant legislation of the jurisdiction of the Beneficiary approving the terms of this Agreement and its execution and authorising a specified person or persons to execute this Agreement on its behalf.

PART II - CONDITIONS PRECEDENT TO THE FIRST DRAWDOWN

- A. Receipt by the Agency of the first instalment of the Grant funds from the European Union.
- B. Delivery by the Beneficiary to the Agency of the following documents:
 - 1) A copy of the law, published in the Official Gazette of Rwanda, approving the ratification of this Agreement in compliance with laws and the Constitution of the Republic of Rwanda;
 - 2) A copy of the Presidential order ratifying this Agreement in compliance with laws and the Constitution of the Republic of Rwanda;
 - 3) A favourable legal opinion issued by the Minister of Justice/ Attorney General confirming validity and enforceability of the terms of this Agreement in the jurisdiction of the Beneficiary;
 - 4) A Procurement Plan, as defined in the Procurement Guidelines, having received the Agency's no- objection.
 - 5) A certificate issued by a duly authorised representative of the Beneficiary listing the person(s) authorised to sign, on behalf of the Beneficiary, this Agreement, the Drawdown requests and any certificate in connection with this Agreement and to take all other measures and/or sign all other necessary documents on behalf of the Beneficiary under this Agreement together with a specimen of the signature of each person listed in the certificate mentioned herein.
 - 6) A Certified copy of the On-granting Agreement submitted to the Agency for no-objection, duly executed by the Beneficiary and the Final Beneficiary.

- 7) A certificate from the Account Bank certifying that the Project Account has been opened in the name of the Project and providing account details for such Project Account.
- 8) A provisional forecast of expenditure for the duration of the Project.

PART III - CONDITIONS PRECEDENT FOR ALL DRAWDOWNS OTHER THAN THE FIRST DRAWDOWN

- A. Receipt by the Agency of relevant instalment of the Grant funds from the European Union.
- B. Delivery by the Beneficiary to the Agency of the following documents:
 - 1) a certificate signed by a duly authorised representative of the Beneficiary certifying that at least eighty per cent (80%) of the Advance immediately preceding the Advance requested in the Drawdown request and one hundred per cent (100%) of the penultimate Advance have been utilised, including a detailed breakdown of the payment with respect to Eligible Expenses during the relevant period;
 - 2) all contracts and orders together with any plans and quotes (if applicable) previously provided to the Agency in accordance with, and as defined in, the Procurement Guidelines, in connection with the utilisation of the amounts of the Advance made available prior to the Drawdown request;
 - 3) evidence, in form and substance satisfactory to the Agency, that all relevant Eligible Expenses have been paid;
 - 4) the provisional forecast of expenses for the duration of the Project, updated on the relevant Drawdown date;
 - 5) a revised estimate of the Project costs as well as the Eligible Expenses;
 - 6) the latest annual statements provided in accordance with Clause 3.2.8 (*Control – Audit*); and

Schedule 5 - Environmental and Social Commitment Plan

1. The Government of Rwanda through the Ministry of Finance (MoF) will implement the Kigali Integrated Settlement Urban Project (KISUP) for which a financial request has been lend. The project owner and final beneficiary designated is the City of Kigali (CoK). The Agence Française de Développement (AFD) and European Union have agreed to provide financing for the Project.
2. The MOF will implement the concrete measures and actions necessary to ensure that the Project is carried out in compliance with the applicable regulations and the AFD's requirements listed below:
 - *Environmental and Social Risk Management Policy for AFD-funded Operations*
<https://www.afd.fr/en/ressources/environmental-and-social-risk-management-policy-afd-funded-operations>
 - *Environmental and Social Framework (ESF) - World Bank Group*
<http://documents.worldbank.org/curated/en/383011492423734099/pdf/114278-WP-REVISED-PUBLIC-Environmental-and-Social-Framework.pdf>
 - *Environmental, Health and Safety Guidelines - World Bank Group*
https://www.ifc.org/wps/wcm/connect/Topics_Ext_Content/IFC_External_Corporate_Site/Sustainability-At-IFC/Policies-Standards/EHS-Guidelines/
 - *Core/fundamental conventions of the ILO ratified by Rwanda*
3. The MoF through the implementing agency shall implement material measures and actions so that the Project is implemented in accordance with the World Bank Environmental and Social Standards (ESSs). Hence, this Environmental and Social Commitment Plan (ESCP) sets out material measures and actions, any specific document or plans, as well as the timing for each of these.
4. The MoF through the implementing agency shall also comply with the provisions of any other E&S documents required under the Environmental and Social Framework and referred to in this ESCP, such as the Environmental and Social Management Framework (ESMF), the Resettlement Policy Framework (RPF), and any other environmental and social diligences that will be developed as part of the project.
5. The MoF through the implementing agency is responsible for compliance with all requirements of the ESCP even when implementation of specific measures and actions is conducted by the or another entity.

6. Implementation of the material measures and actions set out in this ESCP shall be monitored and reported to AFD by the project owner, the City of Kigali, as required by the ESCP and the conditions of the legal agreement, and AFD will monitor and assess progress and completion of the material measures and actions throughout implementation of the Project.
7. As agreed by the MoF through the implementing agency and AFD, this ESCP may be revised from time to time during Project implementation, to reflect adaptive management of Project changes and unforeseen circumstances or in response to assessment of Project performance conducted under the ESCP itself. In such circumstances, MoF will agree to the changes with AFD and will update the ESCP to reflect such changes. Agreement on changes to the ESCP will be documented through the exchange of letters signed between the MoF and AFD through such authorized delegates as it may designate. The MoF, through such authorized delegates as it may designate, shall promptly disclose the updated ESCP.
8. Where Project changes, unforeseen circumstances, or Project performance result in changes to the risks and impacts during Project implementation, the MoF shall provide additional funds, if needed, to implement actions and measures to address such risks and impacts, which may include, for example, environmental, health, and safety impacts, labor influx, gender-based violence.

Acronyms used in the ESCP:

- | | |
|---|--------------------------------------|
| - AFD: Agence Française de Développement | - LBA: Labour-Based Approach |
| - AP : Affected People | - LMP: Labour Management Plan |
| - CB: Capacity Building | - LRP: Livelihoods Restoration Plan |
| - ESCP: Environmental and Social Commitment Plan | - MPW: Ministry of Public Works |
| - ESHS: Environment, Social, Health and Safety | - PIU: Project Implementation Unit |
| - ESIA-ESMP: Environmental and Social Impact Assessment –
Environmental and Social Management Plan | - RPF: Resettlement Policy Framework |
| - ESMF: Environmental and Social Management Framework | - RAP: Resettlement Action Plan |
| - E&S: Environmental & Social | - RDB: Rwanda Development Board |
| - GAP: Gender Action Plan | - SEP: Stakeholder Engagement Plan |
| - GBV: Gender Based Violence | - SMU: Social Management Unit |
| - ILO: International Labour Organization | - TA: Technical Assistant |

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
Preamble					
ESCP Monitoring	The E&S monitoring report template which will be used throughout the project lifetime with AFD, is validated	CoK / SPIU and AFD	/	One (1) month after the signature of the financial agreement	Project owner and AFD approve the E&S monitoring report template
	Based on the validated template, the E&S monitoring report is submitted to AFD every 6 months during the work construction phase and then every year	CoK / SPIU	Project Budget	Every 6 months during the work construction phase and then every year throughout the whole project process. It shall be part of the project reporting documents described in the CFA.	AFD receives and approves the bi-annual E&S monitoring report during the construction phase and then the annual E&S monitoring report
Notification of incidents and accidents	Any severe accident related to the Project which has, or is likely to have, a significant adverse effect on the environment and/or on the affected communities, the public or Project workers, should be notify to AFD within 48 hours by PIU. In parallel, PIU has 5 days to provide sufficient details regarding the accident, indicating immediate measures taken or that are planned to be taken to address it, and any information provided by any contractor and supervising entity, as appropriate. All the other incidents and accidents at project sites that may have significant negative effects on the environment, local populations and workers are notified internally and reported in the E&S monitoring report transmitted to AFD	CoK / SPIU	Project Budget	Throughout the whole project process	In the event of a severe accident, AFD is alerted by email / telephone within 48 hours and a specific report is sent within 5 days The other incidents / accidents are reported in the E&S monitoring report transmitted to AFD
Evaluation of gentrification risks in informal settlement upgrading	The CoK /MININFRA shall launch an evaluation report to evaluate the risk of gentrification in settlement upgrading projects for Kigali (KISUP, RUDP, etc...)	CoK/ SPIU MININFRA	Project Budget (Grant)	Last year of project implementation	The evaluation report is shared to MININFRA and Development Partners

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
1. Assessment and Management of Environmental and Social Risks and Impacts					
1.1 E&S Organizational capacity & Commitment	SPIU prepares job descriptions for E&S managers within the SPIU, then recruits and/or names: - An environmental specialist, - A social safeguards specialist (with a focus on involuntary resettlement). - A grievance redress committee for each neighbourhood - A HSE expert as part of the DCS consultants ➔ <i>Comment: These officers will be responsible for E&S management (E&S training, E&S diligences supervision, stakeholders engagement and community relationship, grievance management, follow up and reporting)</i>	CoK / SPIU	Project Budget	Before the signature of the first consultancy contracts	AFD approves the job description and the E&S CV of the SPIU
	Based on the different stakeholder's capacity analysis (including SPIU, grievance redress committees, operator, contractors, ,), the E&S managers of the SPIU design and implement a capacity building / training program on E&S to ensure the E&S diligences implementation and monitoring-evaluation at all the level	CoK/ SPIU	Project Budget	Before the construction works begin	E&S CB / training program is validated by the project owner / SPIU and AFD The actions taken for E&S CB / training are listed in E&S monitoring report transmitted to AFD (with sex-disaggregated data's)
1.2 E&S risks management	The report "ESMF" must be used as the E&S reference throughout the project for the preparation and implementation of subsequent detailed E&S diligences (ESIA-ESMP, and other) ➔ <i>Comment: All the principles of the ESMF will also apply to the pilot subprojects, including: (i) the urban fabric, (ii) the housing upgrading pilot project, (iii) the phyto-purification treatment solutions for drained water</i>	CoK/ SPIU And all project's stakeholders	Project Budget	Application of the ESMF throughout the whole project process	Conformity of the project with the ESMF is assessed and the result is noted in the E&S monitoring report transmitted to AFD

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
	Based on the ESMF, SPIU will: - Verify the E&S screening of the each subproject / lot (depending on the work construction tendering), - With the support of E&S experts, develop specific detailed E&S diligences (site-specific IA, ESIA-ESMP, etc.) for each subproject / lot, and - Obtain the necessary permits and authorizations from relevant national authorities and agencies → <i>Comment: The same approach will be applied for the pilot subprojects</i>	CoK/ SPIU E&S consultant	Project Budget	Elaboration: at the same time that the detailed design. Approbation : later two (2) months after its elaboration but before the work construction tendering Implementation: throughout the whole project process	SPIU and RDB (if required) approves all detailed E&S diligences AFD approves the detailed E&S diligences only for risky subprojects / lots
1.3 E&S requirements for work construction	Appropriate detailed E&S diligences (in particular ESMP) are incorporated in tendering documentation for enterprises and sub-contractors mobilized on the project	CoK / SPIU design & construction supervision (DCS) consultant, E&S consultant	Project Budget	During the work construction tendering elaboration of each sub-project/infrastructure drawdown	The detailed E&S diligences are incorporate in every work construction tendering documentation
	All tendering documents for work construction include ESHS Specifications, which have been selected by operator and TA consultant according to the AFD's standard model of the <i>Bidding Documents for Procurement of Work</i>. For risky subprojects / lots, the bid evaluation grid for contractors include criteria for compliance with the ESHS requirements → <i>Comment: For risky subprojects / lots, technical proposals from contractors shall comprise an ESHS methodology. If a technical proposal doesn't include an ESHS methodology, the bidding must be rejected</i>	CoK / SPIU DCS consultants, E&S consultants	Project Budget	During the work construction tendering elaboration of each sub-project/infrastructure drawdown	ESHS Specifications are included in every work construction tendering documentation SPIU and AFD deliver a Non objection Letter on the laureate enterprise

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
	For risky subprojects / lots, lead contractors and subcontractors in charge of work construction must: - Name a HSE responsible on site to guarantee the detailed E&S diligences implementation and safety conditions for employees - Based on the detailed E&S diligences, produce: (i) a Contractor-ESMP specific to the Work construction, (ii) monthly monitoring report concerning the Contractor-ESMP implementation	Lead contractors and subcontractors	Project Budget	HSE responsible: From the work construction tendering step to the achievement of the work construction Specific ESMP work construction: defined before the work construction begin and implemented throughout the work construction	SPIU and AFD deliver a Non objection Letter on the laureate enterprise An ESMP specific to the work construction is produced and approved by the DCS consultants (the "Engineer") Lead contractors and subcontractors transmit to the operator monthly monitoring reports of ESMP work construction implementation SPIU precises in the E&S monitoring report transmitted to AFD the compliance of the work construction with the Contractor-ESMP and ESMP (including the list of the no-conformity cases)
2. Labor and Working Conditions for labour intensive work (LIW) activities –					
2.1 Terms and Conditions of Employment	The TA develops a Labour Management Plan (LMP). The LMP will define the terms and conditions for employment. It will also include: - A strategy to promote equal opportunities for local population, especially women and vulnerable people - A guideline for developing a Labour-Based Approach within the project that covers the step of recruitment, contracting and work	CoK / SPIU TA participatory process And UFI Operator	Project Budget	Elaboration: before the work construction tendering Approbation : later one (1) months after its elaboration but still before the work construction tendering Implementation: throughout the whole project process	Project owner / SPIU and AFD approve the LMP

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
	All work contracts signed as part of the project (including Labour-Based Approach contract) should: - Be compliant and refer to national regulations, core ILO conventions and those ratified by Rwanda in all kind of contracts, - At least include information about: at least information about: (i) type of contract, main activities, hierarchy, (ii) worked hours by day, (iii) pay (by hours or day) and payment modalities, (iv) appropriate safety and sanitary equipment and training on the safety rules to be had on sites, (v) access to the grievance and Gender based violence mechanism	CoK / SPIU, And any other stakeholders involved in the project	Project Budget	Throughout the whole project process	All contracts signed as part of the project are compliant and registered
2.2 Occupational Health and Safety	Lead contractors and subcontractors provide: - Health prevention and response measures in particular in the context of COVID-19, - Safety equipment according to the type of work construction activities	Lead contractors and subcontractors	Project Budget	During the work construction phase	Health prevention and response measures and safety equipment are provided on each site of work construction
	For risky subprojects / lots, the HSE responsible organizes training of employees (whatever their working contract) before work construction begin and during the whole construction phase on E&S items	Lead contractors and subcontractors	Project Budget	During the work construction phase	The list of training organized, by precisising the number of participants (with sex-disaggregated data's) and the date, is indicated in the E&S reporting done to the operator
3. Resource Efficiency and Pollution Prevention and Management					
3.1 Soil pollution	All the measures relative to the resource efficiency and pollution prevention and management, which are defined in the ESMF, ESMP and Contractor-ESMP, are applied.	SPIU or PIU, Lead contractors and subcontractors E&S consultants And any other stakeholders involved in the project	Project Budget	Throughout the whole project process	Implementation of the Contractor-ESMP is regulatory monitor. Lead contractors and subcontractors transmit to the operator and PIU the internal E&S monitoring results SPIU precises in the E&S monitoring report transmitted to AFD the compliance of the work construction with the Contractor-ESMP and ESMP
3.2 Energy Saving					
3.3 Water Use					
3.4 Raw Material Use					
3.5 Air Pollution					

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
3.6 Management of Hazardous and Non-hazardous Wastes					(including the list of the no-conformity cases)
3.7 Management of Chemicals and Hazardous Materials					
4. Community Health and Safety					
4.1 Safety in and around Work sites	All the measures relative to the community health and safety, which are defined in the ESMF, ESMP and Contractor-ESMP, are applied.	SPIU, E&S consultants Lead contractors and subcontractors And any other stakeholders involved in the project	Project Budget	Throughout the whole project process	Implementation of the Contractor-ESMP is regulatory monitor. Lead contractors and subcontractors transmit to the operator and PIU the internal E&S monitoring results SPIU precises in the E&S monitoring report transmitted to AFD the compliance of the work construction with the Contractor-ESMP and ESMP (including the list of the no-conformity cases)
4.2 Traffic and Road Safety					
5. Land Acquisition, Restrictions on Land Use and Involuntary Resettlement					
5.1 Budget securization for Involuntary resettlement	The MINECOFIN takes all the administrative dispositions to secure and then mobilize the funds necessary for the involuntary resettlement as precised in the future RAP	SPIU / MINECOFIN	Government Budget	Securing funds: as soon the RAP are approved Mobilization of the funds: during the RAP implementation	The funds for involuntary resettlement are secured and the mobilized All Affected People falling within the needed zone (land) based on project phases or lots received their compensation before the beginning of the work construction

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
5.2 Involuntary Resettlement Process (physical and economic)	The report "RPF" must be used as the resettlement reference throughout the project for preparing and implementing the further RAP → <i>Comment: All the principles of the RPF will also apply to the pilot subprojects (if they induce involuntary resettlement), including: (i) the urban fabric, (ii) the housing upgrading pilot project, (iii) the phyto-purification treatment solutions for drained water</i>	CoK/ SPIU And all project's stakeholders	Project Budget	Application of the RPF throughout the whole project process	Conformity of the project with the RPF is assessed and the result is noted in the E&S monitoring report transmitted to AFD
	Once the detailed technical studies / final design of each subproject / lot are achieved, and based on the RPF, resettlement expert will develop RAP for each subproject / lot (depending on the work construction tendering) which induce resettlement and implement them	CoK / SPIU Local authorities UFI Operator	RAP / LRP elaboration: Project Budget RAP / LRP implementation: Government	Elaboration: as soon as the final design of each subproject / lot is achieved Approbation : later two (2) months after its elaboration Implementation and achievement: before the beginning of work construction work for each subproject / lot	Project owner / SPIU and AFD approve the RAP RAP are implemented and regularly monitored by Project owner / SPIU. A synthesis of the resettlement progress is provided in the E&S monitoring report transmitted to AFD
5.3 Reporting	Once the resettlement process is achieved for each subprojects / lots, a RAP achievement report is elaborated and transmitted to AFD → <i>In case the report on the RAP implementation is not deemed satisfactory, AFD reserves the right to request an audit on the project funds.</i>	CoK / SPIU E&S consultants	Project Budget	Elaboration: one (1) month after the end of resettlement process of each subproject / lot	AFD approves the RAP achievement report
6. Biodiversity Conservation and Sustainable Management of Living Natural Resources					

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
6.1 Biodiversity and living natural resources	All the measures relative to the biodiversity and living natural resources, which are defined in the ESMF, ESMP and Contractor-ESMP, are applied.	SPIU, Lead contractors and subcontractors E&S consultants And any other stakeholders involved in the project	Project Budget	Throughout the whole project process	Implementation of the Contractor-ESMP is regulatory monitor. Lead contractors and subcontractors transmit to the operator and SPIU the internal E&S monitoring results SPIU precises in the E&S monitoring report transmitted to AFD the compliance of the work construction with the Contractor-ESMP and ESMP (including the list of the no-conformity cases)
7. Cultural Heritage					
7.1 Chance discoveries	In case of archeological and/or cultural heritage discoveries, the work construction is stopped and the public authorities competent in the matter is alerted to know what are the appropriate measures to conduct	CoK / SPIU, Lead contractors and subcontractors	Lead contractors, subcontractors and Local Authorities	During the construction phase	Local Authorities and AFD are informed within 48 hours in case of chance discovery Heritage discoveries are listed in the E&S monitoring report transmitted to AFD
8. Stakeholder Engagement and Information Disclosure					
8.1 Stakeholder Engagement Plan	The stakeholder engagement measures described in the ESMF (including the information disclosure and GRM) is reinforced and supplemented by the PIU at each subsequent stage of the project to take into account the evolutions of the project, the newly identified actors as well as the feedback from the actors <i>→ Comment: The SEP is an evolving operational tool which should be updated according to the project life but by always integrating every stakeholders in an inclusive and participatory approach</i>	CoK / SPIU	Project Budget	Throughout the whole project process	Stakeholder engagement evolved according to the project evolution

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
8.2 Grievance monitoring and reporting	Grievance Redress Mechanism (GRM) is developed during ESIA study Grievance redress committees are established and trained on grievance resolution. All the complaints are registered, classified by category and emergency, monitored thanks to an informatics sheet	CoK / SPIU	Project Budget	Throughout the whole project process	AFD is informed within 6 days for any severe complaint An informatics sheet is created to register and monitor every E&S complaint on the project A synthesis of the different complaints is transmitted to AFD as part of the E&S monitoring report
8. Gender Promotion					
8.1 Gender representation	Citizen participation mechanisms strengthen the inclusion of women in decision-making (+30% of members are women in the different committees) and leadership (one of the three positions of responsibility is granted to a woman)	CoK / SPIU TA participatory process	Project Budget	Throughout the whole project process	Project owner / PIU approve the list of the committees
8.2 Gender Action Plan	The GAP must be used as the gender and vulnerable reference throughout the project → <i>Comment: The GAP is an evolving operational tool which should be updated according to the project life but by always integrating every stakeholders in an inclusive and participatory approach</i>	CoK/ SPIU TA participatory process/ Gender	Project Budget	Elaboration: at the same time that the detailed design. Approbation : one (1) month after its elaboration but before the work construction tendering Implementation: throughout the whole project process	Project owner / PIU and AFD approve the GAP A synthesis of the GAP implementation is included in the E&S monitoring report transmitted to AFD (but highlighting the strengths and weaknesses)

Schedule 6 - Error! Reference source not found. of the project' indicators

Objectives & outputs	Results chain	Indicator ³	Unit of measure	Baseline (value & year)	Target (value & year)	Comments and reference to methodology used, where necessary	Source of data
Impact (Overall objective) - to improve the quality of life of low-income households living in 2 unplanned settlements of Kigali (Kagugu and Rwezamenyo)	<i>Impact</i> Eradication of poverty	Proportion of population below the international poverty line by sex, age, employment status and geographic location (urban/rural)		NOT for impact	NOT for impact	SDG 1.1.1 GERF 1.23	National institute of statistics - Rwanda (NISR)
Outcome(s) (Specific objectives) - to improve access to urban services in the two unplanned settlements (water, stormwater, roads)	<i>Outcome 1 (Urban mandatory)</i> Increased access to climate resilient urban infrastructures and services	Number of people benefitting from upgraded urban areas disaggregated by sex and age where relevant (People provided with improved urban living by gender and age)	Number	0 (2023)	40,000 (2029)		Annual progress reports and or final implementation report and or ex-post evaluations of the project

³ All indicators refer to a number of people will be segregated by gender

Objectives & outputs	Results chain	Indicator ³	Unit of measure	Baseline (value & year)	Target (value & year)	Comments and reference to methodology used, where necessary	Source of data
access, and socio-economic facilities)	<i>Outcome 2 (Cross-sector mandatory)</i> Employment indirectly supported	Number of indirect FTE jobs supported disaggregated by sex, age, disability and country/region whenever possible	Number	0 (2023)	150 (2029)		Annual progress reports and or final implementation report and or Mid-term and ex-post evaluations of the project
- To build neighbourhood resilience to climate change and natural disasters through the promotion of nature-based solutions and community disaster risk reduction plans.	<i>Outcome 3 (Urban mandatory)</i> Strengthened capacities at urban level for adaptation/disaster preparedness/resilience	Number of people benefitting from disaster risk reduction measures (disaggregated by sex, age, etc.)	Number	0 (2023)	40,000 (2029)		Annual progress reports and or final implementation report and or Mid-term and ex-post evaluations of the project
- to enhance the socio-economic inclusion of both neighbourhoods with the support of	<i>Outcome 4 (Transport mandatory)</i> Increased connectivity for people and goods	Average annual daily traffic on new or upgraded roads (users disaggregated by sex and age)	"AADT" - Average Annual Daily Traffic	0 (2023)	80,000 (2029)	Number of residents (40,000) x 2 trips/day	Mid-term and Ex-post project evaluations of the project
		Number of people with access to all season roads (disaggregated by sex, age, etc.)	Number	0 (2023)	40,000 (2029)	Access to public transport facility	Ex-post project evaluation HH survey

Objectives & outputs	Results chain	Indicator ³	Unit of measure	Baseline (value & year)	Target (value & year)	Comments and reference to methodology used, where necessary	Source of data
housing upgrading projects and the management of socio-economic facilities						(>500 m) and improved footpath (>50m)	
	<i>Outcome 5 (Housing mandatory)</i> Increased access to social and/or green housing services	Number of people benefitting from resilient housing conditions in urban areas, disaggregated by sex and age where relevant	Number	0 (2023)	450 (2029)	Nbr of housing unit rehabilitated x number of people per households	Annual progress reports and or final implementation report
Outputs - to build the capacity of national stakeholders for implementing the housing and urban development policies of the country.	<i>Output 1 (Cross-sector mandatory)</i> Leverage effect	Ratio between the amount of reimbursable finance (by IFIs or other financiers) against EU contribution (e.g. EU Guarantee coverage)	%	0 (2023)	EUR 35 m / EUR 10 m = 3.5x (2029)		Annual progress reports and or final implementation report
	<i>Output 2 (cross-sector mandatory)</i> Multiplier effect	Ratio between the total investment (from IFI, public and private	%	0 (2023)	EUR 56 m / EUR 10 m = 5.6x (2029)		Annual progress reports and or final implementation report

Objectives & outputs	Results chain	Indicator ³	Unit of measure	Baseline (value & year)	Target (value & year)	Comments and reference to methodology used, where necessary	Source of data
		investors) against the EU guarantee coverage					
	<i>Output 3 (Cross-sector mandatory)</i> Employment supported directly	Number of direct FTE jobs supported and/or sustained disaggregated by sex, age, disability and country/region where possible.	Number	0 (2023)	30 (2029)	Number of jobs created to operate new facilities	Annual progress reports and or final implementation report
	<i>Output 4 (Urban mandatory)</i> Improved resilient infrastructures climate urban	Number of urban areas rehabilitated	Ha	0 (2023)	195.55 (2029)	upgraded project area	Annual progress reports and or final implementation report and or ex-post evaluations of the project
		Number of green areas rehabilitated/created (Hectares of new or upgraded green space or playground)	Ha	0 (2023)	2.9 (2029)	Includes the buffer zone	Annual progress reports and or final implementation report mid-term and ex-post evaluations of the project

Objectives & outputs	Results chain	Indicator ³	Unit of measure	Baseline (value & year)	Target (value & year)	Comments and reference to methodology used, where necessary	Source of data
	Output 5 (<i>Transport mandatory</i>) Improved transport and logistics infrastructure/facilities	Lenght of new or upgraded roads	km	0 (2023)	44 (2029)	11km of roads and 33km of pathways	Annual progress reports and or final implementation report and or mid-term and ex-post evaluations of the project
	Output 6 (<i>Urban mandatory</i>) Strengthened urban facilities for adaptation/disaster preparedness/resilience	Length of drainage rehabilitated or created (Lenght of new or upgraded drainage networks)	km	3 (2023)	53 (2029)		Annual progress reports and or final implementation report
	Output 7 (<i>Housing mandatory</i>) Improved social and/or green housing facilities	Number of new and/or refurbished social and affordable and green housing units in urban areas	Number	0 (2023)	150 (2029)		Annual progress reports and or final implementation report and or UFI reporting and Mid-term evaluation
	Output 8 (<i>Cross -Urban mandatory</i>)	Number of people trained in the organisations to be	Number	0 (2025)	50 (2029)	At least 5 people in the 3 sector	Annual progress reports and or final

Objectives & outputs	Results chain	Indicator ³	Unit of measure	Baseline (value & year)	Target (value & year)	Comments and reference to methodology used, where necessary	Source of data
	Strengthened capacities of sector institutions and public/private operators to enable / undertake / manage investments or projects on: sustainable urban development or urban transport or water and sanitation or urban solid waste or climate resilient housing	supported, disaggregated by type of organisation, type of strengthening and by served area (Institutions and committees trained and sustained at the settlements)				administration, and 7 CSO/CBOs involved in the management of new facilities	implementation report
		Number of people trained in the institutions to be supported on NbS, disaster risk reduction, Gender equality and placemaking	Number	0 (2023)	50 (2029)	At least 5 people in the 5 public institutions and 5 private companies	Annual progress reports and or final implementation report

Schedule 7 - Information that the Agency is authorized expressly to disclose on the Agency's Website (notably on its open data platform)

1. Information relating the Project

- Number and name in the Agency's register;
- Description;
- Operating sector;
- Place of implementation;
- Expected Project starting date;
- Deadline for Implementation of the Project; and
- Status of implementation updated on a semi-annual basis.

2. Information relating to the Financing of the Project

- Kind of financing (loan, grant, co-financing, delegated funds);
- Principal amount of the Grant;
- Total amount drawn on annual basis;
- Drawdown amounts planning on a three (3) year-basis; and
- Amount of the Grant which has been drawdown (updated as the implementation of the Project is carried out).

3. Other information

- Transaction information notice attached to this Schedule; and
- The summary of the Project evaluation, as set out in Clause 6.19 "*Project Evaluation*"

Schedule 8 - List of Undertakings applicable to the Beneficiary Financing by the European Union

1. Conflict of Interests

- 1.1. The Beneficiary undertakes to refrain in accordance with its regulations and rules, from any action which may give rise to a conflict of interests.
- 1.2. There is a conflict of interests when the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

2. Data Protection

The Beneficiary undertakes to ensure appropriate protection of personal data. Personal data means any information relating to an identified or identifiable natural person. Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.

3. Communication and Visibility

- 3.1. The Beneficiary undertakes to ensure EU visibility in accordance with the EU guidelines “*Communicating and raising EU visibility: Guidance for external actions - 2022*” as amended by agreement where appropriate.
- 3.2. Unless the Agency or the Commission requests or agrees otherwise, the Beneficiary undertakes to take all appropriate measures to publish the fact that the Project has received funding from the European Union. Information given to the press and to the contractors, as well as related publicity material, official notices, reports and publications shall acknowledge that the Project was carried out “*with funding by the European Union*” and shall display the European Union logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Beneficiary pertaining to the Project, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: “*This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union.*” Such measures shall be carried out in accordance with the Communication and Visibility Manual published by the Commission or with any other guidelines agreed between the Commission and the Agency and shared with the Beneficiary.
- 3.3. If during the implementation of the Project, equipment, vehicles or major supplies are purchased using European Union funds, the Beneficiary shall display appropriate acknowledgment on such vehicles, equipment or major supplies, including the display of the European Union logo (twelve yellow stars on a blue background). Where such display could jeopardise the Beneficiary’s privileges and immunities or the safety of the Beneficiary’s staff, the Beneficiary shall propose appropriate alternative arrangements. The acknowledgment and the European Union logo shall be such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Project as an

activity of the Beneficiary, the ownership of the equipment, vehicles or major supplies by the Beneficiary.

- 3.4. In case the equipment, vehicles or remaining major supplies purchased using European Union funds have not been transferred to local authorities, local beneficiaries or final beneficiaries when submitting the General Implementation Report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the European Union logo) shall continue to apply between the submission of the final report and the end of the Project, if the latter is longer.
- 3.5. Unless otherwise provided for, if disclosure risks threatening the Beneficiary or harming its interests, the Beneficiary agrees that the Commission publishes in any form and medium, including on its internet sites, the name and address of the Beneficiary, the purpose and amount of the European Union contribution.
- 3.6. The Beneficiary shall ensure that reports, publications, press releases and updates relevant to the Project are communicated to the addresses set out in Clause 10.1 (*Written Notices*) when they are issued.
- 3.7. The Agency and the Beneficiary will consult immediately and strive to remedy any detected shortcoming in implementing the visibility requirements set out in this clause and without prejudice to measures the Agency or the European Union may take in case of substantial breach of an obligation.

4. Ownership, Rights to Use Results and Transfer of Equipment

Right to Use

- 4.1. Ownership of the results of the Project is not conferred on the Commission or the Agency. Notwithstanding the provisions subject to Clause 9.8 (*Confidentiality - Disclosure of Information*) of the Agreement, the Beneficiary undertakes to grant, and to ensure that the third party concerned (contractors, such as the Final Beneficiary) grant the Agency and/or the Commission the right to use free of charge those results, including reports and any related documents which are subject to industrial or intellectual property rights.
- 4.2. Where the results mentioned in section 4.1 include pre-existing rights and the Beneficiary cannot warrant the Agency and/or the Commission the right to use such results, the Beneficiary undertakes to inform the Agency and the Commission in writing.

Transfer

- 4.3. The equipment, vehicles and remaining major supplies purchased with the European Union contribution disbursed by the Agency in the the framework of the Project shall be transferred to local authorities, local beneficiaries or final beneficiaries, at the latest when submitting the General Implementation Report.
- 4.4. The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for the verification for the duration and along with the documents mentioned in section 5.2 below.
- 4.5. By way of derogation from section 4.3, the equipment, vehicles and remaining major supplies purchased with the European Union contribution disbursed by the Agency in the framework of the Project which continue after the end of the implementation period may be transferred at the end of the Project. The Beneficiary undertakes to inform the Agency on the use of the equipment, vehicles and remaining major supplies in the General Implementation Report.

5. Accounts and Archiving

Accounting

- 5.1. The Beneficiary shall keep accurate and regular records and accounts of the implementation of the Project. The accounting regulations and rules of the Beneficiary shall apply, provided that these regulations and rules conform to internationally accepted standards. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the regulations and rules of the Beneficiary.

Archiving

- 5.2. For a period of five (5) years from the termination date of this Agreement as set out in Clause 11.1 (*Entry into Force and Duration*) of this Agreement and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (the “**OLAF**”), if notified to the Participant, has been disposed of, the Beneficiary undertakes to keep and make available to the Agency and/or the European Union all relevant financial information in its original form or in the form of a copy relating to the Agreement, the Project and any public contract concluded under the Agreement.

6. Access and financial checks

- 6.1. The Beneficiary allows the Agency, the Commission and the European Court of auditors, or any authorised representatives to conduct desk reviews and on-the-spot checks on the use made of European Union contribution (including procedures for the award of procurement contracts and grants) on the basis of supporting accounting documents and any other documents related to the financing of the Project.
- 6.2. The Beneficiary agrees that OLAF may carry out investigations, including on-the-spot checks, in accordance with the provisions laid down by European Union law for the protection of the financial interests of the European Union against fraud, corruption and any other illegal activity and, where applicable, any administrative cooperation arrangements concluded between OLAF and the Beneficiary anti-fraud bodies.
- 6.3. The Beneficiary agrees that the execution of this Agreement may be subject to review by the European Court of Auditors when the latter carries out an audit of the implementation of the European Union's expenditure by the European Commission. In this case, the Beneficiary provides the European Court of Auditors with access to the information it needs to fulfill its mission.
- 6.4. To that end, the Beneficiary shall provide the Agency, officials of the Commission, OLAF and the European Courts of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Parties shall take all necessary measures to facilitate these checks in accordance with its regulations and rules. The documents and computerised data may include information which the Beneficiary considers confidential in accordance with its own established regulations and rules or as governed by contractual agreement. Such information once provided to the Agency, the Commission, OLAF, the European Courts of Auditors, or any other authorised representatives, shall be treated in accordance with European Union confidentiality rules. Documents must be accessible and filed in a manner permitting checks, the Beneficiary being bound to inform the Agency, the Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where applicable, the Parties may agree to send copies of such documents for a desk review.

6.5. The Agency and/or the Commission shall inform the Beneficiary of the planned on-the-spot missions by agents appointed by the Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.

7. Ex-Post Publication of Information on Providers

7.1. The Beneficiary shall publish, on an annual basis, on its website, the following information on procurement contracts exceeding fifteen thousand euros (EUR 15.000): title of the contract/project, nature and purpose of the contract/project, name and locality of the contractor and amount of the contract/project. The term "locality" shall mean the address for legal persons and the region on NUTS 2⁴ level, or equivalent, for natural persons. This information shall not be published for scholarships paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance of the requirements of confidentiality security and in particular the protection of personal data. Such publication is not mandatory if disclosure of the relevant information may endanger rights and freedoms, as protected by the European Union Fundamental Rights Charter, or to be prejudicial to the commercial interests of contractors or of beneficiaries of the Grant.

7.2. The Beneficiary undertakes to provide the Agency and the Commission with the address of the website where such information can be found and authorises the publication of such address on both the Agency and the Commission's websites.

8. Central Exclusion Database

The Beneficiary undertakes to inform the Agency if, in relation to the implementation of the Project, it has detected a situation of exclusion pursuant to Clause 6.13(c) (*Undertakings with respect to the Financing of the Project by the European Union*) of this Agreement, or it has detected a Fraud and/or an irregularity. The Agency shall inform the Commission of the detected situation. This information may be used by the Commission for the purpose of the Early Detection and Exclusion System. The Beneficiary shall inform the Agency when it becomes aware that transmitted needs to be rectified updated or removed. The Beneficiary shall ensure that the entity concerned is informed that its data was transmitted to the Agency and the Commission and may be included in the Early Detection and Exclusion System and published on the Commission's website. These requirements cease at the end of the implementation period of the Project.

9. Obligations regarding Information and Reporting

- 9.1. Pursuant to Clause 7.1 (*Progress Report*) of this Agreement, the Beneficiary undertakes to provide the Agency with full information on the implementation of the Project by submitting progress report(s) and a General Implementation Report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 9.2. Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Project for the period covered. The report shall describe the implementation of the Project according to the activities envisaged in Schedule 2 (*Description of the Project*) as well as the degree of achievement of its results as measured by corresponding indicators. The report shall be laid out in such a way as to allow monitoring of the objective(s), the means envisaged and employed. The level of detail in any report shall match that of Schedules 2 and 3 of this Agreement.

⁴ Nomenclature of Territorial Units for Statistics, available at: <http://ec.europa.eu/eurostat/ramon> - May 2015

9.3. The progress report(s) shall directly relate to this Agreement and shall at least include:

- a) summary and context of the Project;
- b) actual results: follow up of Project's indicators;
- c) activities carried out during the reporting period;
- d) information on the implementation of the visibility and communication plan and any additional measures taken to identify the European Union as source of financing;
- e) as the case may be, an update of this leverage effect for the entire financings, with respect to the applicable methodology
- f) information on the implementation of the visibility and communication plan and any additional measures taken to identify the European Union as source of financing
- g) information on the implementation costs incurred as well as legal commitments entered into by the Beneficiary during the reporting period;
- h) a summary of controls carried out, and available final audit reports. Where errors and weaknesses in systems were identified, analysis of their nature and extent as well as information on corrective measures taken or planned shall also be provided;
- i) work plan and provisional budget for the following period.

9.4. The General Implementation Report shall include the following points covering the entire period of implementation:

- a) all the information requested in the progress reports except the work plan and provisional budget;
- b) a summary of the Project's receipts, payments received and of the eligible costs incurred If relevant, details of transfers of equipment, vehicles, and remaining major supplies mentioned in section 3 (*Communication and visibility*) above;
- c) as the case may be, an update of this leverage effect for the entire financings, with respect to the applicable methodology ;
- d) the exact link to the webpage where, according to section 7.1 of this Schedule, information on grant beneficiaries and contractors is available;
- e) If relevant, details of transfers of equipment, vehicles, and remaining major supplies mentioned in section 3 (*Communication and visibility*) of this Schedule.

9.5. Should the Beneficiary be unable to present an implementation report, whether a progress report or the final report, at the latest by the deadline set in Clause 7.1 of this Agreement, he undertakes to inform the Agency in writing of the delay as well as its justification He undertakes to provide the Agency with a summary of the state of the Project's progress together with, as the case may be, a provisional work plan for the next period. Should the Beneficiary not comply with such information undertaking within two (2) months after the deadline set out in Clause 7.1, the Agency may terminate this Agreement pursuant to its Clause 11, refuse to transfer any outstanding amount and recover any unduly transferred amount.

Schedule 9 - Non-Exhaustive List of Environmental and Social Documents for which the Beneficiary Allows Disclosure in connection with ES Grievance Management Procedures

- E&S Scoping Report
- Environmental and Social Impact Assessment (ESIA)
- Environmental and Social Management Plan (ESMP)
- Environmental and Social Management Framework (ESMF)
- Resettlement Action Plan (RAP)
- Resettlement Policy Framework (RPF)
- Environmental and Social Engagement Plan (ESEP)
- Limited environmental and social assessment
- Limited environmental and social action plan
- Chapter from the environmental and social feasibility study
- Chapters from the environmental and social monitoring reports
- ESEP implementation monitoring reports

Schedule 10 - Biodiversity data sharing

Nature of the data

The biodiversity data covered by the Biodiversity Data Sharing clause of this Agreement are the flora and fauna observation data collected as part of naturalist field inventories dedicated to the Project. These data may result from visual sightings, auditory observations, recordings or even specimen collections.

Each published item of data shall, at the least, include information pertaining to: the type of observation, the taxon's scientific name, the date and location of observation.

Unless the data may be deemed sensitive, observations shall be published using the same location accuracy as that collected in the field.

Data that may be deemed sensitive are, in particular, observations of native fauna and flora whose survival within the local population is threatened due to the intentional removal or destruction of specimens. The data provider shall deliberately downgrade the accuracy of location details for so-called sensitive species. The extent of the downgrading of location details shall be adapted to the species' sensitivity so as to prevent any risk of further pressure on the populations of those species concerned.

Procedures for data sharing

The Project's biodiversity data shall be published using the GBIF's framework www.gbif.org.

Information about the Project in relation with which the data was collected shall be provided in addition to the mandatory metadata required by the GBIF. A short description of the Project followed by the names of the contractors and funders, including the Agency, shall be included.

As to the conditions regarding data use, the data provider must opt for one of the two least restrictive rights levels, that is: the Public Domain (CC0) Licence or the Creative Commons Attribution (CC-BY) Licence.

In addition to this appendix, the Provider and its co-contractors may rely on the Practical Recommendations Guide for the Publication of Biodiversity Data published by the Agency, which can be downloaded at: <https://www.afd.fr/en/ressources/data4nature-practical-recommendations-guide-publishing-primary-biodiversity-data>

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 038/2024 ryo ku wa 19/03/2024 ryemera kwemeza burundu Amasezerano y'impano hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'impano ya miliyoni umunani n'ibihumbi magana abiri by'Amayero (EUR 8.200.000) igenewe umushinga wo gutunganya imiturire y'akajagari mu Muji wa Kigali, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Gashyantare 2024	Seen to be annexed to Law n° 038/2024 of 19/03/2024 approving the ratification of the Financing Agreement between the <i>Agence Française de Développement</i> and the Republic of Rwanda, relating to the grant of eight million two hundred thousand Euros (EUR 8,200,000) for the upgrading of informal settlements in the City of Kigali Project, signed in Kigali, Rwanda, on 26 February 2024	Vu pour être annexé à la Loi n° 038/2024 du 19/03/2024 approuvant la ratification de l'Accord de financement entre l'Agence Française de Développement et la République du Rwanda, relatif au don de huit millions deux cent mille Euros (8.200.000 EUR) pour le projet d'amélioration des habitats informels dans la Ville de Kigali, signé à Kigali, au Rwanda, le 26 février 2024
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Kigali, 19/03/2024

(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)

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

ITEKA RYA PEREZIDA N° 046/01 RYO KU WA 19/03/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYARI CUMI N'ENYE Z'AMAYENI Y'UBUYAPANI (¥ 14.000.000.000) IGENEWE GAHUNDA YO GUTEZA IMBERE URWEGO RW'UBUREZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 05 WERURWE 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y'ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	PRESIDENTIAL ORDER N° 046/01 OF 19/03/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF FOURTEEN BILLION JAPANESE YEN (¥14,000,000,000) FOR THE DEVELOPMENT POLICY LOAN FOR EDUCATION SECTOR, SIGNED IN KIGALI, RWANDA, ON 05 MARCH 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	ARRÊTÉ PRÉSIDENTIEL N° 046/01 DU 19/03/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE QUATORZE MILLIARDS DE YENS JAPONAIS (14.000.000.000 ¥) POUR LE PROGRAMME DE DÉVELOPPEMENT DU SECTEUR DE L'ÉDUCATION, SIGNÉ À KIGALI, AU RWANDA, LE 05 MARS 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier :</u> Ratification <u>Article 2 :</u> Autorités chargées de l'exécution du présent arrêté <u>Article 3 :</u> Disposition linguistique <u>Article 4 :</u> Entrée en vigueur
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ITEKA RYA PEREZIDA N° 046/01 RYO KU WA 19/03/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYARI CUMI N'ENYE Z'AMAYENI Y'UBUYAPANI (¥ 14.000.000.000) IGENEWE GAHUNDA YO GUTEZA IMBERE URWEGO RW'UBUREZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 05 WERURWE 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168; Dushingiye ku Itegeko n° 037/2024 ryo ku wa 19/03/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati y'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyari cumi n'enye z'Amayeni y'Ubuyapani (14.000.000.000 ¥) igenewe gahunda yo guteza imbere urwego rw'uburezi, yashyiriweho	PRESIDENTIAL ORDER N° 046/01 OF 19/03/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF FOURTEEN BILLION JAPANESE YEN (¥14,000,000,000) FOR THE DEVELOPMENT POLICY LOAN FOR EDUCATION SECTOR, SIGNED IN KIGALI, RWANDA, ON 05 MARCH 2024 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168; Pursuant to Law n° 037/2024 of 19/03/2024 approving the ratification of the Loan Agreement between the Japan International Cooperation Agency and the Government of the Republic of Rwanda, relating to the loan of fourteen billion Japanese Yen (¥14,000,000,000) for the development policy loan for education sector, signed in Kigali, Rwanda, on 05 March 2024;	ARRÊTÉ PRÉSIDENTIEL N° 046/01 DU 19/03/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE QUATORZE MILLIARDS DE YENS JAPONAIS (14.000.000.000 ¥) POUR LE PROGRAMME DE DÉVELOPPEMENT DU SECTEUR DE L'ÉDUCATION, SIGNÉ À KIGALI, AU RWANDA, LE 05 MARS 2024 Nous, KAGAME Paul, Président de la République ; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ; Vu la Loi n° 037/2024 du 19/03/2024 approuvant la ratification de l'Accord de prêt entre l'Agence Japonaise de Coopération Internationale et le Gouvernement de la République du Rwanda, relatif au prêt de quatorze milliards de yens japonais (14.000.000.000 ¥) pour le programme de développement du secteur de l'éducation, signé à Kigali, Rwanda, le 05 mars 2024 ;
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umukono i Kigali mu Rwanda, ku wa 05 Werurwe 2024; Tumaze kubona Amasezerano y'inguzanyo hagati y'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyari cumi n'enye z'Amayeni y'Ubuyapani (¥ 14.000.000.000) igenewe gahunda yo guteza imbere urwego rw'uburezi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 05 Werurwe 2024; Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano y'inguzanyo hagati y'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyari cumi n'enye z'Amayeni y'Ubuyapani (¥ 14.000.000.000) igenewe gahunda yo guteza imbere urwego rw'uburezi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 05 Werurwe 2024, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	Considering the Loan Agreement between the Japan International Cooperation Agency and the Government of the Republic of Rwanda, relating to the loan of fourteen billion Japanese Yen (¥14,000,000,000) for the development policy loan for education sector, signed in Kigali, Rwanda, on 05 March 2024; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Loan Agreement between the Japan International Cooperation Agency and the Government of the Republic of Rwanda, relating to the loan of fourteen billion Japanese Yen (¥14,000,000,000) for the development policy loan for education sector, signed in Kigali, Rwanda, on 05 March 2024, annexed to this Order, is ratified and becomes fully effective.	Considérant l'Accord de prêt entre l'Agence Japonaise de Coopération Internationale et le Gouvernement de la République du Rwanda, relatif au prêt de quatorze milliards de yens japonais (14.000.000.000 ¥) pour le programme de développement du secteur de l'éducation, signé à Kigali, au Rwanda, le 05 mars 2024 ; Sur proposition du Ministre des Finances et de la Planification Économique ; Après examen et adoption par le Conseil des Ministres ; ARRÊTONS : <u>Article premier : Ratification</u> L'Accord de prêt entre l'Agence Japonaise de Coopération Internationale et le Gouvernement de la République du Rwanda, relatif au prêt de quatorze milliards de yens japonais (14.000.000.000 ¥) pour le programme de développement du secteur de l'éducation, signé à Kigali, au Rwanda, le 05 mars 2024, annexé au présent arrêté, est ratifié et sort son plein et entier effet.
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<u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka Minisitiri w’Intebe, Minisitiri w’Imari n’Igenamigambi, Minisitiri w’Ububanyi n’Amahanga n’Ubutwererane na Minisitiri w’Uburezi bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 3:</u> Ingingo y’ururimi Iri teka ryateguwe mu rurimi rw’Icyongereza. <u>Ingingo ya 4:</u> Gutangira gukurikizwa Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 2:</u> Authorities responsible for the implementation of this Order The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Education are entrusted with the implementation of this Order. <u>Article 3:</u> Language provision This Order was drafted in English. <u>Article 4:</u> Entry into force This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 2 :</u> Autorités chargées de l’exécution du présent arrêté Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre de l’Éducation sont chargés de l’exécution du présent arrêté. <u>Article 3 :</u> Disposition linguistique Le présent arrêté a été rédigé en anglais. <u>Article 4 :</u> Entrée en vigueur Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 19/03/2024

(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)

Dr UGIRASHEBUJA Emmanuel
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° 046/01 RYO KU WA 19/03/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYARI CUMI N'ENYE Z'AMAYENI Y'UBUYAPANI (¥ 14.000.000.000) IGENEWE GAHUNDA YO GUTEZA IMBERE URWEGO RW'UBUREZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 05 WERURWE 2024	ANNEX TO PRESIDENTIAL ORDER N° 046/01 OF 19/03/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF FOURTEEN BILLION JAPANESE YEN (¥14,000,000,000) FOR THE DEVELOPMENT POLICY LOAN FOR EDUCATION SECTOR, SIGNED IN KIGALI, RWANDA, ON 05 MARCH 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 046/01 DU 19/03/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE QUATORZE MILLIARDS DE YENS JAPONAIS (14.000.000.000 ¥) POUR LE PROGRAMME DE DÉVELOPPEMENT DU SECTEUR DE L'ÉDUCATION, SIGNÉ À KIGALI, AU RWANDA, LE 05 MARS 2024
AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYARI CUMI N'ENYE Z'AMAYENI Y'UBUYAPANI (¥ 14.000.000.000) IGENEWE GAHUNDA YO GUTEZA IMBERE URWEGO RW'UBUREZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 05 WERURWE 2024	LOAN AGREEMENT BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF FOURTEEN BILLION JAPANESE YEN (¥14,000,000,000) FOR THE DEVELOPMENT POLICY LOAN FOR EDUCATION SECTOR, SIGNED IN KIGALI, RWANDA, ON 05 MARCH 2024	ACCORD DE PRÊT ENTRE L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE QUATORZE MILLIARDS DE YENS JAPONAIS (14.000.000.000 ¥) POUR LE PROGRAMME DE DÉVELOPPEMENT DU SECTEUR DE L'ÉDUCATION, SIGNÉ À KIGALI, AU RWANDA, LE 05 MARS 2024

Loan Agreement No. RW-C2

LOAN AGREEMENT

For

Development Policy Loan for Education Sector

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Dated March 5, 2024



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Loan Agreement No. RW-C2, dated March 5, 2024, between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE REPUBLIC OF RWANDA

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE REPUBLIC OF RWANDA dated March 5, 2024, concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Republic of Rwanda,

the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as “JICA”) and THE GOVERNMENT OF THE REPUBLIC OF RWANDA (hereinafter referred to as the “**Borrower**”) herewith conclude the following Loan Agreement (hereinafter referred to as the “**Loan Agreement**”, which includes all agreements supplemental hereto).

Article I

Loan

Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding FOURTEEN BILLION Japanese Yen (¥14,000,000,000) as the principal for the implementation of the Development Policy Loan for Education Sector described in Schedule 1 attached hereto (hereinafter referred to as the “**Program**”) on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the “**Loan**”); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the above-mentioned maximum amount of the Loan, JICA shall make no further disbursement.

Section 2. Use of Proceeds of Loan

- (1) The Borrower shall use the proceeds of the Loan to cover budget expenditures already made and/or to be made by the competent authorities of the Republic of Rwanda in accordance with the provisions described in Schedule 2 attached hereto.
- (2) The Borrower shall ensure that upon each transfer of an amount of the proceeds of the Loan disbursed as stipulated in Section 2. of Schedule 5 attached hereto, an equivalent amount is accounted for in the Borrower's budget management system, in a manner acceptable to JICA.
- (3) The final disbursement under the Loan Agreement shall be made within the period from the Effective Date of the Loan Agreement to the date, which is the same day and month as the Effective Date four (4) years after the Effective Date of the Loan Agreement (inclusive of both dates) unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the "**Disbursement Period**"), and no further disbursement shall be made by JICA after the Disbursement Period has expired.
- (4) Notwithstanding Section 2. (3) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.
- (5) Notwithstanding Section 1. and Section 2. (1) above, no disbursement shall be made under the Loan Agreement in respect of budget expenditures made prior to July 1, 2023.

Article II

Repayment and Interest

Section 1. Repayment of Principal

The Borrower shall repay the principal of the Loan to JICA in accordance with the Amortization Schedule as set forth in Schedule 3 attached hereto.

Section 2. Interest and Method of Payment thereof

The Borrower shall pay the interest on the Loan to JICA semi-annually on March 20 and September 20 of each year (each such date hereinafter referred to as the "**Payment Date**") in arrears at the rate of two-tenths percent (0.20%) per annum on the principal disbursed and outstanding for each Interest Period.

Article III

Particular Covenants

Section 1. General Terms and Conditions

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in the General Terms and Conditions for Japanese ODA Loans dated April 2021 (hereinafter referred to as the "**General Terms and Conditions**"), with the following supplemental stipulations:

- (1) The Front-End Fee and the Prepayment Premium shall not be charged or payable hereunder, and therefore, the Articles and Sections of the General Terms and Conditions or any part thereof applicable or referring to the Front -End Fee and/or the Prepayment Premium shall be disregarded.
- (2) Section 3.02. (4) of the General Terms and Conditions shall be read as follows:
 - (4) The Borrower may, upon giving a written notice to JICA not less than thirty (30) days prior to the Requested Prepayment Date, prepay in whole or in part the principal of the Loan outstanding as of the Requested Prepayment Date together with the interest accrued thereon. The prepaid amount of the principal of the Loan shall be applied to the installments of repayment of the principal in inverse order of maturity, in principle. In the case where the Borrower cancels a request for prepayment or the Borrower fails to prepay the full amount of the principal of the Loan as indicated in said written notice given by the Borrower to JICA, together with the interest accrued thereon on or before the Requested Prepayment Date, the request for prepayment shall be deemed cancelled and the Prepayment Cancellation Fee shall become immediately payable by the Borrower to JICA.
- (3) With regard to Section 3.08. (1) of the General Terms and Conditions, the Borrower shall have all repayment and/or prepayment of principal and payment of Refund, interest and Any Other Charges under the Loan Agreement credited to the "JICA-Loan" account, account No. 0207787, at the Head Office of MUFG Bank, Ltd., located in Tokyo, Japan.
- (4) The following subclause (i) shall be added to Section 6.01. of the General Terms and Conditions:
 - (i) The occurrence of an event that shall make it improbable that the Program, or, significant part thereof, will be carried out.

Section 2. Procurement Procedure

The guidelines for procurement mentioned in Section 4.01. of the General Terms and Conditions shall be as stipulated in the Procurement Procedure attached hereto as Schedule 4.

Section 3. Disbursement Procedure

The disbursement procedure mentioned in Section 5.01. of the General Terms and Conditions shall be as follows:

- (1) The Disbursement Procedure attached hereto as Schedule 5 shall apply for disbursement of the proceeds of the Loan for the payment made and/or to be made for budget expenditures on or after July 1, 2023.
- (2) Disbursement of the proceeds of the Loan shall be made within the limit of the Japanese Government's budgetary appropriations for JICA.

Section 4. Administration of Loan

- (1) The Borrower and JICA shall from time to time, at the request of either party, exchange views on the progress achieved in carrying out the Program.
- (2) Prior to each exchange of views described in Section 4.(1) above, the Borrower shall furnish JICA, for its review and comment, with a report on the progress achieved in carrying out the Program, in such detail as JICA shall reasonably request.
- (3) Promptly, but in any event not later than one (1) year after the completion of the Program, the Borrower shall furnish JICA with a program

completion report in such form and in such detail as JICA may reasonably request.

(4) The Borrower shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing budget expenditures made under the Loan Agreement until five (5) years after the date of completion of disbursement. The Borrower shall ensure that the Borrower has not previously obtained, and will not obtain, funds from the Loan Agreement, any other loan, credit or grant available to the Borrower for the same budget expenditures for which such records are retained under the Loan Agreement. The Borrower shall also enable JICA to inspect these records and other documents as JICA shall reasonably request.

(5) Upon JICA's request, the Borrower shall:

- (a) have the Foreign Currency Deposit Account stipulated in Schedule 5 attached hereto audited by independent auditors acceptable to JICA, in accordance with consistently applied auditing standards acceptable to JICA;
- (b) furnish to JICA as soon as available, but in any case not later than 6 (six) months after the date of JICA's request for such audit, a certified copy of the report of such audit, of such scope and in such detail as JICA shall reasonably request; and
- (c) furnish to JICA such other information concerning the Foreign Currency Deposit Account and the audit thereof as JICA shall reasonably request.

Section 5. Table of Contents and Headings

The table of contents and the headings of Articles or Sections herein are inserted for convenience of reference only, do not constitute part of the Loan Agreement and are not to be considered in construing or interpreting the Loan Agreement.

Section 6. Notices and Requests

The following addresses are specified for the purpose of Section 9.03. of the General Terms and Conditions:

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY
AFRICA DEPARTMENT

Nibancho Center Building, 5-25 Niban-cho, Chiyoda-ku, Tokyo,
Japan

102-8012

Attention: Director General

For the Borrower

Postal address:

Ministry of Finance and Economic Planning

P.O. Box 158, Kigali, Rwanda

Attention: Minister of Finance and Economic Planning

If the above addresses and/or names are changed, the party concerned shall immediately notify the other party hereto in writing of the new addresses and/or names.

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

For

JAPAN INTERNATIONAL
COOPERATION AGENCY



Minako SHIOTSUKA
Chief Representative
JICA Rwanda Office

For

THE GOVERNMENT OF THE
REPUBLIC OF RWANDA



Uzziel NDAGIJIMANA
Minister of Finance
and Economic Planning

Schedule 1

Description of Program

Section 1. Objective of the Program

The objective of the Program is to develop and implement related policies of the Government of the Republic of Rwanda to strengthen Teacher Training Colleges (TTC), to promote education digital transformation and to improve students' retention in primary education, by providing financial support to improve Teacher Training Colleges (TTC) and primary education programs in Rwanda, thereby contributing to promoting the socio-economic transformation and to the development of globally competitive human resource in the Republic of Rwanda.

Section 2. Scope of the Program

The scope of the Program is identical with the agreed Policy Matrix for the Program between JICA and the Government of the Republic of Rwanda dated 24th August, 2023.

Schedule 2

Use of Proceeds of Loan

Section 1. Subject to the provisions set forth or referred to in this Schedule, the proceeds of the Loan may be disbursed for budget expenditures made and/or to be made at reasonable cost.

Section 2. Notwithstanding the provisions of Section 1. above, no disbursement shall be made in respect of:

- (1) budget expenditures for goods included in the following SITC* groups or sub-groups, or any successor groups or sub-groups thereof under any future revision to the SITC, as designated by JICA by notice to the Borrower:

Group SITC Code No.	Description of Items
112	Alcoholic beverages
121	Tobacco, unmanufactured; tobacco refuse
122	Tobacco, manufactured (whether or not containing tobacco substitutes)
525	Radioactive and associated materials
667	Pearls and precious or semiprecious stones, unworked or worked
718.7	Nuclear reactors and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728.43	Machinery for preparing or making up tobacco, n.e.s
897.3	Jewellery of gold, silver or platinum group metals (except watches and watch-cases) and goldsmiths' or silversmiths' wares (including set gems)
971	Gold, non-monetary (excluding gold ores and concentrates)

* Note "SITC" means the Standard International Trade Classification, Revision 4 (SITC Rev. 4), published by the United Nations in Statistical Papers, Series M No. 34/Rev. 4 (2006).

- (2) any type of arms;
- (3) any environmentally hazardous goods (for purposes of this paragraph the term "environmentally hazardous goods" means goods, the manufacture, use or import of which is prohibited under the laws of the Republic of Rwanda or international agreements to which the Republic of Rwanda is a party);
- (4) payments made for budget expenditures prior to July 1, 2023;
- (5) payments for taxes levied by, or in the territory of the Republic of Rwanda on commodities, or in the importation, manufacture, procurement or supply thereof; and
- (6) budget expenditures for commodities supplied under a contract which have been financed or to be financed with sources of official assistance other than the Loan.

Schedule 3

Amortization Schedule

Due Date	Amount (in Japanese Yen)
On March 20, 2034	229,520,000
On each March 20 and September 20 beginning September 20, 2034 through March 20, 2064	229,508,000

Schedule 4

Procurement Procedure

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

Procurement of all goods and services to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for Procurement under Japanese ODA Loans dated October 2023 (hereinafter referred to as the "**Procurement Guidelines**").

Section 2. JICA's review of decisions relating to procurement of goods and services

(1) With reference to the Section 1.03. (1) of the Procurement Guidelines, JICA may consider procedures other than International Competitive Bidding acceptable in any of the following cases:

- (a) When the amount of a contract does not exceed FIVE HUNDRED MILLION Japanese Yen (¥500,000,000) or equivalent in other currency accepted for international transactions in terms of the currency of a contract;
- (b) When the number of qualified supplier(s) is limited;
- (c) When the purchase of a commodity with a particular specification, brand name or designation is necessary in order to assure the interchangeability or standardization of equipment, or because of special design requirements; and
- (d) When JICA finds International Competitive Bidding to be inappropriate for the reasons other than the case (a), (b) and (c) above (e.g. in case of emergency procurement).

(2) Notwithstanding the provisions of Section 2. (1) above, the Procurement Guidelines will not apply in case of procurement of goods and services which are, by nature or scope, unlikely to attract foreign firms and, thus, to be domestically procured. Procurement of such goods and services shall,

however, be effected with due attention to the considerations of economy, efficiency, transparency in the procurement process and non-discrimination among bidders eligible for procurement contracts.

Schedule 5

Disbursement Procedure

Disbursement Procedure set forth herein shall be applied for disbursement of the proceeds of the Loan:

The designated foreign exchange bank in Tokyo (hereinafter referred to as the **"Paying Bank"**) wherever mentioned in this Schedule shall be MUFG Bank, Ltd., Tokyo.

The designated foreign exchange bank in the territories of the Borrower (hereinafter referred to as the **"Agent Bank"**) wherever mentioned in this Schedule shall be the National Bank of Rwanda.

Section 1. Request for Disbursement

- (1) The disbursement will be made in three (3) tranches and the Borrower shall request JICA to make disbursement by sending to JICA a Request for Disbursement in accordance with the Form JICA-RFD(P) attached hereto.
- (2) The amount stated in the Request for Disbursement shall be in Japanese Yen.
- (3) The Borrower shall make the request mentioned in the paragraph (1) above so that JICA can receive the necessary documents, in principle, not less than fifteen (15) business days prior to (i) the expiration date of the Disbursement Period and (ii) the date that the Borrower requests JICA to make disbursement, provided that item (ii) shall apply only in the case where such request is made.

Section 2. Disbursement

- (1) When JICA finds the Request for Disbursement in order and in conformity with the relevant provisions of the Loan Agreement, JICA shall make disbursement in Japanese Yen, in principle, within fifteen (15) business days from the date of receipt of such Request for Disbursement by paying into the non-resident Yen account (hereinafter referred to as the "**Loan Account**"), which shall be opened in accordance with the relevant laws and regulations of Japan in advance with the Paying Bank. All disbursement made by JICA under this Section 2. (1) shall be received by the Agent Bank on behalf of the Borrower.
- (2) The Borrower shall (i) open prior to presenting to JICA the first request for disbursement, and thereafter maintain a deposit account in Japanese Yen exclusively for the Program (hereinafter referred to as the "**Foreign Currency Deposit Account**") at the Agent Bank on the terms and conditions satisfactory to JICA and (ii) submit to JICA the evidence of opening of such account before or together with the first request for disbursement. Upon the disbursement of the proceeds of the Loan into the Loan Account, and after receiving cable advice from the Paying Bank, the Borrower, through the Agent Bank, shall transfer the proceeds of the Loan into the Foreign Currency Deposit Account.
- (3) Upon the transfer of the proceeds of the Loan into the Foreign Currency Deposit Account, the Borrower, through the Agent Bank, shall immediately convert the Japanese Yen amount of the Loan into Rwandan Franc and transfer an equivalent amount to exchequer account available to finance budget expenditures. The Borrower shall provide to JICA a written confirmation within thirty (30) days of the disbursement of the Loan that this transfer has been completed as well as a copy of written instructions issued by the Borrower to the Agent Bank evidencing such conversion and transfer.

Section 3. Banking Arrangement

- (1) The Borrower shall designate the Agent Bank as its agent for the purposes of taking any action or entering into any arrangement or agreement with the Paying Bank, on behalf of the Borrower, including, but not limited to, the following required or permitted under this Disbursement Procedure:
 - (a) to open the Loan Account on behalf of the Borrower with the Paying Bank; and
 - (b) to confirm necessary arrangements for transaction of funds after the proceeds of the Loan is credited to the Loan Account.
- (2) Any action taken or arrangement or agreement entered into by the Agent Bank pursuant to the authority conferred on the Agent Bank shall be fully binding on the Borrower and shall have the same force and effect as if such action was taken or such agreement was entered into by the Borrower. The Borrower may revoke or modify the authority conferred on the Agent Bank if consent of JICA is obtained.

Section 4. Foreign Exchange Risk

The Borrower shall bear all risks associated with foreign exchange fluctuations arising from disbursement and JICA shall not be liable therefor.

Form JICA-RFD(P)

Request for Disbursement

Date:

Loan No.: RW-C2

App. Serial No.:

To: JAPAN INTERNATIONAL COOPERATION AGENCY
AFRICA DEPARTMENT
Attention: Director General

Ladies and Gentlemen:

1. Pursuant to the Loan Agreement No. RW-C2 dated March 5, 2024, between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE REPUBLIC OF RWANDA, the undersigned hereby requests for disbursement under the said Loan Agreement, of the sum of Japanese Yen ____ (say ____).
2. The undersigned certifies that the above requested disbursement will not be used for ineligible budget expenditures under the said Loan Agreement.
3. Please make the disbursement of the amount requested herein by paying into the Loan Account of the Agent Bank with MUFG Bank, Ltd., Tokyo, Japan.

Very truly yours,

For:(Name of the Borrower)

By: _____
(Authorized Person's
Signature, Name & Title)



Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 046/01 ryo ku wa 19/03/2024 ryemeza burundu Amasezerano y'inguzanyo hagati y'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyari cumi n'enye z'Amayeni y'Ubuyapani (¥ 14.000.000.000) igenewe gahunda yo guteza imbere urwego rw'uburezi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 05 Werurwe 2024	Seen to be annexed to Presidential Order n° 046/01 of 19/03/2024 ratifying the Loan Agreement between the Japan International Cooperation Agency and the Government of the Republic of Rwanda, relating to the loan of fourteen billion Japanese Yen (¥14,000,000,000) for the development policy loan for education sector, signed in Kigali, Rwanda, on 05 March 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 046/01 du 19/03/2024 ratifiant l'Accord de prêt entre l'Agence Japonaise de Coopération Internationale et le Gouvernement de la République du Rwanda, relatif au prêt de quatorze milliards de yens japonais (14.000.000.000 ¥) pour le programme de développement du secteur de l'éducation, signé à Kigali, au Rwanda, le 05 mars 2024
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Kigali, 19/03/2024

(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)

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

ITEKA RYA PEREZIDA N° 047/01 RYO KU WA 19/03/2024 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO YA MILIYONI UMUNANI N'IBIHUMBI MAGANA ABIRI BY'AMAYERO (EUR 8.200.000) IGENEWE UMUSHINGA WO GUTUNGANYA IMITURIRE Y'AKAJAGARI MU MUJYI WA KIGALI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 GASHYANTARE 2024	PRESIDENTIAL ORDER N° 047/01 OF 19/03/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE AGENCY FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF EIGHT MILLION TWO HUNDRED THOUSAND EUROS (EUR 8,200,000) FOR THE UPGRADING OF INFORMAL SETTLEMENTS IN THE CITY OF KIGALI PROJECT, SIGNED IN KIGALI, RWANDA, ON 26 FEBRUARY 2024	ARRÊTÉ PRÉSIDENTIEL N° 047/01 DU 19/03/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON DE HUIT MILLIONS DEUX CENT MILLE EUROS (8.200.000 EUR) POUR LE PROJET D'AMÉLIORATION DES HABITATS INFORMELS DANS LA VILLE DE KIGALI, SIGNÉ À KIGALI, AU RWANDA, LE 26 FÉVRIER 2024
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umukono i Kigali mu Rwanda, ku wa 26 Gashyantare 2024; Tumaze kubona Amasezerano y'impano hagati ya <i>Agence Française de Développement</i> na Repubulika y'u Rwanda, yerekeranye n'impano ya miliyoni umunani n'ibihumbi magana abiri by'Amayero (EUR 8.200.000) igenewe umushinga wo gutunganya imiturire y'akajagari mu Mujyi wa Kigali, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Gashyantare 2024; Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano y'impano hagati ya <i>Agence Française de Développement</i> na Repubulika y'u Rwanda, yerekeranye n'impano ya miliyoni umunani n'ibihumbi magana abiri by'Amayero (EUR 8.200.000) igenewe umushinga wo gutunganya imiturire y'akajagari mu Mujyi wa Kigali, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Gashyantare 2024, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	Considering the Financing Agreement between the <i>Agence Française de Développement</i> and the Republic of Rwanda, relating to the grant of eight million two hundred thousand Euros (EUR 8,200,000) for the upgrading of informal settlements in the City of Kigali Project, signed in Kigali, Rwanda, on 26 February 2024; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Financing Agreement between the <i>Agence Française de Développement</i> and the Republic of Rwanda, relating to the grant of eight million two hundred thousand Euros (EUR 8,200,000) for the upgrading of informal settlements in the City of Kigali Project, signed in Kigali, Rwanda, on 26 February 2024, annexed to this Order, is ratified and becomes fully effective.	Considérant l'Accord de financement entre l'Agence Française de Développement et la République du Rwanda, relatif au don de huit millions deux cent mille Euros (8.200.000 EUR) pour le projet d'amélioration des habitats informels dans la Ville de Kigali, signé à Kigali, au Rwanda, le 26 février 2024 ; Sur proposition du Ministre des Finances et de la Planification Économique ; Après examen et adoption par le Conseil des Ministres ; ARRÊTONS : <u>Article premier : Ratification</u> L'Accord de financement entre l'Agence Française de Développement et la République du Rwanda, relatif au don de huit millions deux cent mille Euros (8.200.000 EUR) pour le projet d'amélioration des habitats informels dans la Ville de Kigali, signé à Kigali, au Rwanda, le 26 février 2024, annexé au présent arrêté, est ratifié et sort son plein et entier effet.
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<u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w’Intebe, Minisitiri w’Imari n’Igenamigambi, Minisitiri w’Ububanyi n’Amahanga n’Ubutwererane na Minisitiri w’Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Icyongereza. <u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Infrastructure are entrusted with the implementation of this Order. <u>Article 3: Language provision</u> This Order was drafted in English. <u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 2 : Autorités chargées de l’exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l’exécution du présent arrêté. <u>Article 3 : Disposition linguistique</u> Le présent arrêté a été rédigé en anglais. <u>Article 4 : Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 19/03/2024

(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)

Dr UGIRASHEBUJA Emmanuel
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° 047/01 RYO KU WA 19/03/2024 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO YA MILIYONI UMUNANI N'IBIHUMBI MAGANA ABIRI BY'AMAYERO (EUR 8.200.000) IGENEWE UMUSHINGA WO GUTUNGANYA IMITURIRE Y'AKAJAGARI MU MUJYI WA KIGALI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 GASHYANTARE 2024	ANNEX TO PRESIDENTIAL ORDER N° 047/01 OF 19/03/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF EIGHT MILLION TWO HUNDRED THOUSAND EUROS (EUR 8,200,000) FOR THE UPGRADING OF INFORMAL SETTLEMENTS IN THE CITY OF KIGALI PROJECT, SIGNED IN KIGALI, RWANDA, ON 26 FEBRUARY 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 047/01 DU 19/03/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON DE HUIT MILLIONS DEUX CENT MILLE EUROS (8.200.000 EUR) POUR LE PROJET D'AMÉLIORATION DES HABITATS INFORMELS DANS LA VILLE DE KIGALI, SIGNÉ À KIGALI, AU RWANDA, LE 26 FÉVRIER 2024
AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO YA MILIYONI UMUNANI N'IBIHUMBI MAGANA ABIRI BY'AMAYERO (EUR 8.200.000) IGENEWE UMUSHINGA WO GUTUNGANYA IMITURIRE Y'AKAJAGARI MU MUJYI WA KIGALI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 GASHYANTARE 2024	FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF EIGHT MILLION TWO HUNDRED THOUSAND EUROS (EUR 8,200,000) FOR THE UPGRADING OF INFORMAL SETTLEMENTS IN THE CITY OF KIGALI PROJECT, SIGNED IN KIGALI, RWANDA, ON 26 FEBRUARY 2024	ACCORD DE FINANCEMENT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON DE HUIT MILLIONS DEUX CENT MILLE EUROS (8.200.000 EUR) POUR LE PROJET D'AMÉLIORATION DES HABITATS INFORMELS DANS LA VILLE DE KIGALI, SIGNÉ À KIGALI, AU RWANDA, LE 26 FÉVRIER 2024

AGREEMENT N° CRW1062 03

FINANCING AGREEMENT

Dated:... 26 / 02 / 2024 **...**

between

AGENCE FRANCAISE DE DEVELOPPEMENT

The Agency

and

THE REPUBLIC OF RWANDA

The Beneficiary



Nothing in this draft financing agreement (the “Agreement”) constitutes an offer or an undertaking from the *Agence Française de Développement* (hereinafter “AFD”). It has been drafted on the basis of a standard model and defines the terms and conditions of the financing once AFD has decided to grant the financing.

The grant to be made available by AFD is subject to (i) the execution of a fund contribution agreement between AFD and the European Union (ii) a positive outcome of AFD’s assessment process of the project; (iii) negotiations of terms and conditions of the financing agreement; (iv) approval of the project by AFD’s internal corporate bodies; and (v) absence of any adverse change affecting the international monetary market or the political situation in Rwanda.

Amounts and figures specified in this draft Agreement are indicative only and may be amended during the negotiation process.

Under no circumstances shall this draft Agreement give rise to AFD's liability towards the Beneficiary, other co-financiers or any other entity.

The terms of this draft financing Agreement are confidential. Neither AFD nor the Beneficiary shall disclose any aspect of the financing without the prior written consent of the other party, unless (i) such disclosure of information is required by law; or (ii) such disclosure of information to the legal advisers, the accountants or the tax advisers of the Beneficiary or AFD is necessary.



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FINANCING AGREEMENT

BETWEEN:

REPUBLIC OF RWANDA, represented by NDAGIJIMANA Uzziel in his capacity as Minister of Finance and Economic Planning who is duly authorized to sign this Agreement, pursuant to article 14 of Organic Law N°002/2022.OL of 12/12/2022 on public finance management (the “Beneficiary”);

ON THE ONE HAND

AND

- (1) **AGENCE FRANCAISE DE DEVELOPPEMENT**, a French public entity (*établissement public*) governed by French law, with registered office at 5, Rue Roland Barthes, 75598 Paris Cedex 12, France, registered with the Trade and Companies Register of Paris under number 775 665 599, represented by Arthur GERMOND, in his capacity as Country Director, who is duly authorized to sign this Agreement,

(the “Agency”);

ON THE OTHER HAND

(hereinafter jointly referred to as the “Parties” and each a “Party”);

WHEREAS:

- (A) The Beneficiary intends to carry out a project involving the upgrading of informal settlements in Kigali (the “Project”), as described further in Schedule 2- (*Project Description*).
- (B) The Beneficiary has asked that the Agency make available a Grant for the purposes of financing the Project in part.
- (C) The Agency, a public entity contributing to the implementation of the French State's development aid policy (in accordance with Article L515-13 of French Monetary and Financial Code), has expressed its interest to participate in the financing the Project.
- (D) The Agency has applied to the European Commission (hereinafter the “Commission”) to secure financing for the Project under the African Investment Project (AIP) facility. By approval of AIP Facility Board, the Commission has delegated its financial contribution to the Project to the Agency to this effect. Therefore, the Commission and the Agency have entered into a contribution agreement with reference number NDICI AFRICA2023/ 443-786 on 13/09/2023 (the “Contribution Agreement”) in connection with the Project.
- (E) Pursuant to resolution n° C20221110 of the Foreign State Committee dated December 14th, 2022, the Agency has agreed to make available the Grant to the Beneficiary pursuant to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised words and expressions used in this Agreement (including those appearing in the recitals above and in the Schedules below) shall have the meaning given to them in Schedule 1A- (*Definitions*) , except as otherwise provided in this Agreement.

1.2 Interpretation

Words and expressions used in this Agreement shall be construed pursuant to the provisions of Schedule 1B- (*Construction*), subject to provisions to the contrary.

2. GRANT AMOUNT, PURPOSE AND CONDITIONS OF UTILISATION

2.1 Grant Amount

Subject to the terms of this Agreement, the Agency makes available to the Beneficiary, based upon its request, a Grant in a maximum aggregate amount of eight million and two hundred thousand Euros (EUR 8,200,000).

2.2 Purpose

The Beneficiary shall apply all amounts made available to it under the Grant exclusively towards financing Eligible Expenses, excluding taxes, duties and any rights (with the exception of such rights, duties and taxes, including VAT, which the Beneficiary may neither deduct nor recover) in accordance with the Project's description as set out in Schedule 2- (*Project Description*) and the Financing Plan set out in Schedule 3- (*Financing plan*) .

The funds will be on-granted by the Beneficiary to the Final Beneficiary in the form of a Grant on terms, which shall be approved by the Agency.

The Beneficiary undertakes and shall procure that the Final Beneficiary undertakes not to unilaterally modify the main purpose of the Project as set out in Schedule 2 – (*Project description*) of this Agreement, its objectives, strategies and priority areas and any other essential element stated in the above mentioned Schedule.

2.3 No Liability

The Agency cannot be held responsible for the use of any amount made available to the Beneficiary which is not in accordance with the provisions of this Agreement.

The Beneficiary discharges and shall procure that the Final Beneficiary discharges the Agency of all liability in connection with any claim or action brought by any third party as a result of an infringement of regulations and rules applicable to the Beneficiary and the Final Beneficiary by one of them, their employees or individuals for whom they are responsible, or as a result of a violation of a third party's rights, in the context of the implementation of the Project.

2.4 Conditions precedent

- (a) No later than the Signing Date, the Beneficiary shall provide the Agency with all of the documents set out in PART I of Schedule 4- (*Conditions precedent*).

- (b) The Beneficiary shall be entitled to deliver a Drawdown request to the Agency provided that:
- (i) in the case of a first Drawdown, the Agency has received all documents as listed in PART II of Schedule 4- (*Conditions precedent*) and has notified the Beneficiary that such documents are satisfactory in form and substance;
 - (ii) in the case of any subsequent Drawdown, the Agency has received all documents set out in PART III of Schedule 4- (*Conditions precedent*) and has notified the Beneficiary that such documents are satisfactory in form and substance; and
 - (iii) on the date of each Drawdown request and on the proposed Drawdown date for the relevant Drawdown, the conditions set out in this Agreement have been satisfied, including:
 - (1) the Drawdown request has been made in accordance with the terms of Clause 3.2 (*Error! Reference source not found.*);
 - (2) no event referred to in Clause 4 (*Cancellation and suspension of Drawdowns*) is continuing or may occur;
 - (3) each representation given by the Beneficiary in relation to Clause 5 (*Representations and warranties*) is true;
 - (4) the Agency has received the funds delegated by the European Union in accordance with the Contribution Agreement; and
 - (5) any previous Advance was used in accordance with this Agreement and the Drawdown request.

3. DRAWDOWN OF FUNDS

3.1 Drawdown request

Provided that the conditions set out in Clause 2 (*Conditions precedents*) are satisfied, the Final Beneficiary may draw funds from the Grant, in one or several Drawdowns, by delivery to the Agency of a duly completed Drawdown request.

The Beneficiary authorises the Final Beneficiary to deliver any Drawdown request to the head of the Agency office at the address specified in Clause 10 (*Notices*). A copy of each Drawdown request shall be delivered to the Beneficiary by the Final Beneficiary.

A Drawdown request will not be regarded as having been duly completed unless all required documents are attached to the Drawdown request and comply with the provisions of Clause 3.2 (*Payment mechanics*).

If all conditions set out in this Agreement are met, the Agency will transfer the requested Drawdown to the Final Beneficiary.

3.2 Payment mechanics

The funds will be made available in accordance with the following terms and conditions:

Each Drawdown shall be made available by the Agency in the form of advances (each an “**Advance(s)**”) paid into the Project Account (as defined below).

3.2.1 Opening of the Project Account

The Beneficiary shall procure that the Final Beneficiary opens and maintains an account in the name of the Project (the “**Project Account**”), in an Acceptable Bank (the “**Account Bank**”), for the sole purpose of (i) receipt of the proceeds of each Drawdown; and (ii) payment of the Eligible Expenses.

The Beneficiary hereby undertakes to procure that the Final Beneficiary waives, and procure that the Account Bank waives, any right of set-off such party may have in respect of the Project Account and any other account opened in the name of the Final Beneficiary at the Account Bank, or against any other debt of the Final Beneficiary.

In the event that the Account Bank ceases to be an Acceptable Bank, the Agency may instruct the Beneficiary to request that the Final Beneficiary replaces the Account Bank with an Acceptable Bank. The Beneficiary hereby undertakes to instruct the Final Beneficiary to replace the Account Bank promptly at its own expense immediately upon the Agency’s first demand to request that the Final Beneficiary executes a deed of pledge in favour of the Agency.

3.2.2 First Advance

Provided that the conditions set out in Clause 2.4 (*Conditions precedent*) have been satisfied, the Agency shall pay a first Advance of eight hundred thousands Euros (EUR 820,000) to the Project Account.

3.2.3 Additional Advances

Additional Advances will be paid upon the Final Beneficiary’s request, subject to the applicable conditions set out in Clause 2.4 (*Conditions precedent*) being satisfied.

3.2.4 Final Advance

The final Advance shall be paid in accordance with the same conditions as the previous Advances and, if applicable, shall take into account any change in the financing plan of the Project, as agreed between the Parties.

3.2.5 Justification for Use of Advances

The Beneficiary agrees to procure that the Final Beneficiary deliver to the Agency:

- (a) no later than the Deadline for Implementation of the Project, a certificate signed by an authorised signatory of the Final Beneficiary certifying that one hundred per cent. (100%) of both the penultimate Advance and the final Advance (with the exception of any amount relating to Closing Expenses, as provided for in Clause 3.2.7 have been used and providing a detailed breakdown of the sums paid in respect of the Eligible Expenses during the relevant period; and
- (b) no later than three (3) months from the date of delivery of the certificate referred to in subparagraph (a), a final audit report of the Project Account (the “**Final Audit Report**”), carried out by the Office of the Auditor General or an independent and reputable auditing firm which has been appointed by the Beneficiary *or* the Final Beneficiary, subject to the Agency’s no-objection on the terms of reference of the audit mission and - if applicable - the appointed auditing firm. All audit costs may be paid by funds made available to the Beneficiary under a credit facility agreement N° CRW1062 01 J, entered into between the Beneficiary (as borrower) and the Agency (as lender) on 23 March 2023. The Beneficiary shall ensure that the auditing firm verifies that all Advances made

under the Grant and paid into the Project Account have been used in accordance with the terms and conditions of this Agreement.

3.2.6 Applicable Exchange Rate

If any Eligible Expenses are denominated in a currency other than Euro, the Beneficiary shall procure that the Final Beneficiary converts the invoice amount into the equivalent amount in Euros using the National Bank of Rwanda exchange rate for the applicable currency on the payment date of the relevant invoice.

3.2.7 Deadline for Use of Funds

The Beneficiary agrees and procures that the Final Beneficiary agrees that all funds disbursed in the form of an Advance shall be used in full to finance Eligible Expenses no later than the Deadline for Implementation of the Project, provided however, for the avoidance of doubt, that funds which are used to finance Closing Expenses may be used, after the Deadline for Implementation of the Project but prior to the date of delivery of the General Implementation Report pursuant to Clause 7.1(b) of this Agreement

3.2.8 Control – Audit

The Beneficiary agrees that the Project Account shall be audited on an annual basis until the Deadline for Implementation of the Project. These audits shall be carried out by the Office of the Auditor General or an independent and reputable auditing firm, appointed by the Beneficiary *or* the Final Beneficiary, subject to the Agency's no-objection on the terms of reference of the audit mission and – if applicable - the appointed auditing firm. All audit costs may be paid by funds made available to the Beneficiary under a credit facility agreement N° CRW1062 01 J, entered into between the Beneficiary (as borrower) and the Agency (as lender) on 23 March 2023. The auditing firm shall verify that all Drawdowns/Advances paid into the Project Account have been used in accordance with the terms of this Agreement.

Audit reports shall be made available no later than six (6) months following the end of each fiscal year.

During the Drawdown Period, the Agency may carry out, or procure that a third party carries out on its behalf and at the expense of the Beneficiary, random inspections rather than systematic control of documentary evidence.

3.2.9 Failure to Provide Justification for the Use of Advances

The Agency may request that the Beneficiary reimburses:

- (a) any amount in respect of which utilisation has not been duly or sufficiently justified as Eligible Expenses, together with
- (b) all other sums credited to the Project Account on the Deadline for Implementation of the Project.

The Beneficiary shall reimburse such amounts to the Agency within twenty (20) calendar days of receipt of the Agency's notification in this respect.

3.2.10 Use of Funds of an Advance after the Deadline for Implementation of the Project

The Beneficiary shall procure that the Final Beneficiary undertakes to reimburse within twenty (20) calendar days upon request of the Agency the funds of the Grant provided under an Advance which utilization has been made for expenses incurred in connection with any work and services carried out or provided after the Deadline for Implementation of the Project.

Notwithstanding the previous paragraph, the Beneficiary shall not reimburse the funds of the Grant provided under an Advance and which are used to finance Closing Expenses during the period between the Deadline for Implementation of the Project and the date of delivery of the General Implementation Report.

3.2.11 Retention of Documents

The Beneficiary undertakes to instruct the Final Beneficiary to retain the documentary evidence and other documents in connection with the Project Account and utilisation of the Advances for a period of ten (10) years from the Deadline for Drawdown.

The Beneficiary undertakes to deliver such documentary evidence and other documents to the Agency or to any auditing firm appointed by the Agency, upon the Agency's request.

3.3 Deadline for Drawdown

The final Drawdown request shall be received by the Agency no later than fifteen (15) calendar days before the Deadline for Drawdown. If such request is made during the month preceding the Deadline for Drawdown, it shall be addressed to the Agency and be sent by registered mail, requesting an acknowledgment of receipt.

Any part of the Grant that remains unpaid on such Deadline for Drawdown shall be automatically cancelled.

3.4 Closing Expenses¹

The Beneficiary undertakes to request a no-objection opinion from the Agency for all Closing Expenses which are financed according to Clause 3.2 (*Payment Mechanics*) of the Agreement.

4. CANCELLATION AND SUSPENSION OF DRAWDOWNS

The Agency may suspend all or part of the Drawdowns and/or cancel all or part of the Grant upon the occurrence of any of the following events:

(a) Project Documents

Any Project Document, or any right or obligation set out therein, ceases to be in full force and effect or is subject to a notice of termination or its validity, legality or enforceability is challenged.

(b) Misrepresentation

A representation made or warranty given by the Beneficiary in the Financing Documents, including under Clause 5 (*Representations and warranties*), or in any document delivered by or on behalf of the Beneficiary under or in relation to the Financing Documents, is incorrect or misleading when made or given, or deemed to be made or given.

(c) Undertakings and Obligations

The Beneficiary does not comply with any term of this Agreement, including, without limitation, any of the undertakings given pursuant to Clause 6 (*Undertakings*), in

particular Clause 6.12 (*Undertakings with respect to the Financing of the Project by the European Union*) and Clause 7 (*Information Undertakings*)

(d) Unlawfulness

It is or becomes unlawful for the Beneficiary to perform any of its obligations under the Financing Documents.

It becomes unlawful for the Agency pursuant to applicable law and regulations to perform any of its obligations as contemplated by this Agreement or to transfer Grant funds or maintain the Grant.

(e) Material Adverse Change

Any event (including a change in the political situation of the country of the Beneficiary) or any measure which is likely, according to the Agency's opinion, to have a Material Adverse Effect occurs or is adopted or is likely to occur or to be adopted.

(f) Decisions and instructions of the French State

The French Government has decided to sever, suspend or interrupt all or part of its diplomatic ties and/or cooperation with the Beneficiary or the Government of the Beneficiary's country or the State of the Project implementation or the State of the Project implementation; or the Beneficiary or the Government of the Beneficiary's country or the State of the Project implementation or the State of the Project implementation has severed or announced that it will sever all or part of its diplomatic ties and/or cooperation with France.

(g) Withdrawal or Suspension of the Project

Any of the following occurs:

- the implementation of the Project is suspended or postponed for a period exceeding six (6) months; or
- the Project has not been completed in full by the Deadline for the Implementation of the Project; or
- the Final Beneficiary withdraws from, or ceases to participate in, the Project.

(h) Authorisations

Any Authorisation required for the Beneficiary *or* the Final Beneficiary in order to perform or comply with its obligations under the Financing Documents or its other material obligations under any Project Documents or required in the ordinary course of the Project is not obtained within the required timeframe or is cancelled or becomes invalid or otherwise ceases to be in full force and effect.

(i) Suspension of Free Convertibility and Free Transfer

Free convertibility and/or free transfer of the amounts received in relation to the Grant by the Beneficiary, or any other funds provided by the Agency to the Beneficiary or any beneficiary of the jurisdiction of the Project, is challenged.

- (j) Default by the Beneficiary in relation to a Credit Facility Agreement

The Beneficiary is in default in relation to a credit facility agreement entered into with the Agency.

- (k) Default by the Final Beneficiary

The Final Beneficiary (i) does not comply with any term of the On-granting Agreement; (ii) does not comply with any term of a Project Document or of any other agreement or deed entered into in relation to the Project; or (iii) does not pay on the due date any amounts due in relation to the Project.

- (l) Suspension of Payments under the Contribution Agreement

Any disbursement of the funds delegated by the European Union to the Agency under the Contribution Agreement is suspended for any reason whatsoever.

- (m) Force Majeure

A Force Majeure event has occurred and has an adverse effect on the implementation of all or part of the Project.

- (n) Utilisation of the Funds of the Grant in contradiction with the Terms and Conditions of this Agreement and the Project

The Final Beneficiary uses the funds of the Grant for a purpose other than the one agreed under the Agreement, or the funds of the Grant are unduly paid by the Final Beneficiary or are not properly used by its contractors.

- (o) Termination or Suspension of the Contribution Agreement

The Contribution Agreement is cancelled, terminated or suspended for any reason whatsoever.

- (p) Intervention by an Authority

An Authority:

- decides to close, seize or expropriate all or part of the Project facilities or one or several of the Final Beneficiary's assets which are required to continue its activities; or
- takes possession or control of all or part of the Project's facilities or any of Final Beneficiary's assets which are required to continue its activities; or
- takes any measure with a view to the liquidation, winding-up, administration, reorganisation or restructuring of the Final Beneficiary; or
- takes any other measure that would prevent the Final Beneficiary from continuing all or part of its activities or operations.

5. REPRESENTATIONS AND WARRANTIES

All the representations and warranties set out in this Clause 5 (*Representations and warranties*) are made by the Beneficiary for the benefit of the Agency on the Signing Date. All the

representations and warranties in this Clause 5 (*Representations and warranties*) are deemed to be made by the Beneficiary on each Drawdown date.

5.1 Power and Authority

The Beneficiary has the power to enter into, perform and deliver Financing Documents and Project Documents and to perform all obligations thereunder. The Beneficiary has taken all necessary actions to authorise its entry into, performance and delivery of the Financing Documents and Project Documents and the activities funded by the Grant.

5.2 Binding Obligations

The obligations undertaken by the Beneficiary under the Financing Documents comply with all laws and regulations applicable to the Beneficiary in its jurisdiction of establishment and are legal, valid, binding and enforceable obligations which are effective in accordance with their written terms.

5.3 No Conflict with Other Obligations of the Beneficiary

The entry into and performance by the Beneficiary of, and the obligations contemplated by, the Financing Documents do not conflict with any domestic or foreign applicable law or regulation, or any agreement or instrument binding upon the Beneficiary or affecting any of its assets.

5.4 Validity and Admissibility in Evidence

All Authorisations required:

- (a) to enable the Beneficiary to lawfully enter into, and exercise its rights and comply with its obligations under the Financing Documents and Project Documents; and
- (b) to make the Financing Documents and the Project Documents admissible in evidence in the courts of the jurisdiction of the Beneficiary,

have been obtained and are in full force and effect and no circumstances exist which could result in the revocation, non-renewal or modification, in whole or in part, of any such Authorisations.

5.5 Project Authorisations

All Project Authorisations have been obtained or effected and are in full force and effect and there are no circumstances which may result in any Project Authorisation being revoked, cancelled, not renewed or varied in whole or in part.

5.6 Procurement

The Beneficiary hereby declares that it: (i) has received a copy of the Procurement Guidelines and (ii) understands the provisions of the Procurement Guidelines, in particular, those provisions relating to any actions which the Agency may take in the case of a breach of the Procurement Guidelines by the Beneficiary and (iii) has provided a copy of the Procurement Guidelines to the Final Beneficiary which has confirmed that it understands the provisions of the Procurement Guidelines and in particular, those provisions relating to any actions which the Agency may take in the case of a breach of the Procurement Guidelines by the Final Beneficiary.

The Beneficiary is contractually bound by the Procurement Guidelines as if such Procurement Guidelines were incorporated by reference into this Agreement.

The Beneficiary confirms that the procurement, award and performance of all contracts entered into for the purposes of implementing the Project or any part thereof, comply with the provisions of the Procurement Guidelines, including such contracts entered into, and/or for which the procurement process has started, prior to the Signing Date and that are retroactively financed by the Agency.

5.7 Licit Origin of the funds, Prohibited Practices, Tax Avoidance and Tax Fraud

The Beneficiary represents and warrants that:

- (a) the funds which are or will be invested in the Project, if any, other than those provided by the State, are not of an Illicit Origin;
- (b) the Project is not structured in a way to contribute to Tax Avoidance Practices or Tax Fraud and does not involve any activities that contribute to Tax Avoidance Practices, or Tax Fraud;
- (c) the Project (in particular, the negotiation, award and performance of any contracts which have been funded by the Grant) has not given rise to any Prohibited Practices;
- (d) it has not committed or participated in any act contrary to any anti-Money Laundering and counter-Terrorist Financing applicable law.

6. UNDERTAKINGS

The undertakings in this Clause 6 (*Undertakings*) take effect on the Signing Date and remain in full force and effect for the duration of this Agreement.

6.1 Authorisations

The Beneficiary shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect and procure that the Final Beneficiary promptly obtains, complies with and does all that it necessary to maintain in full force and effect any Authorisation required under any applicable law or regulation to enable it to perform its obligations under the Financing Documents and to ensure the legality, validity, enforceability and admissibility in evidence of any Financing Document or any Project Document.

6.2 Project Documents

The Beneficiary shall procure that the Final Beneficiary provides the Agency with a copy of any amendment to any Project Documents and shall not, and shall not agree to, make any material amendment to any Project Document without obtaining the Agency's prior consent.

6.3 Compliance with Laws and Regulations

The Beneficiary shall comply and procure that the Final Beneficiary complies:

- (a) with all applicable laws and regulations, particularly in relation to publication of information encouraging tax transparency, as well as all applicable environmental protection, and prevention and fight against Prohibited Practices; and human rights, safety and labour laws including conventions of the International Labour Organization ("ILO") and the international environmental conventions with respect to environmental protection which are not conflicting with applicable laws and regulations in the relevant country; and
- (b) with all of its obligations under the Project Documents.

6.4 Procurement

In relation to the procurement, award and performance of contracts entered into for the purposes of the implementing Project or any part thereof, and financed by the Grant, the Beneficiary shall comply with, and implement, the provisions of the Procurement Guidelines. The Beneficiary guarantees that the Final Beneficiary will comply with and implement the Procurement Guidelines.

The Beneficiary shall take all actions and steps deemed necessary for the effective implementation of provisions of the Procurement Guidelines.

In the event of non-compliance by the Final Beneficiary of the Procurement Guidelines, the Agency may declare the related costs ineligible under this Agreement and request the return of the funds of the Grant used to pay such ineligible costs.

Notwithstanding the provisions of the Procurement Guidelines, at the Beneficiary's request, the Agency may provide assistance to the Beneficiary with the procurement process, following the provisions of an agreement to be signed between the Parties. Such assistance shall consist in the Agency preparing and submitting free of charge for the Beneficiary to validate all necessary documents at each step of the procurement process, as described in such agreement. The Beneficiary shall remain solely responsible for the award, signature and performance of the contract(s) in relation thereto.

6.5 Additional Financing

The Beneficiary shall not amend or alter the Financing Plan without obtaining the Agency's prior written consent and shall finance any additional costs not anticipated in the Financing Plan on terms satisfactory to the Agency.

6.6 Assignment

Upon the Agency's request, the Beneficiary shall procure that the Final Beneficiary:

- (a) includes the Agency in any Insurance Policies as sole beneficiary of any insurance proceeds; and
- (b) assigns to the Agency the benefit of any Provider's Guarantees.

6.7 Financial Sanctions Lists and Embargo

The Beneficiary shall procure that the Final Beneficiary(ies) undertake(s):

- (a) that no funds or economic resources of the Project are made available, directly or indirectly, to or for the benefit of persons, groups or entities listed on any Financial Sanctions Lists;
- (b) not finance, acquire or provide any supplies or intervene in sectors which are subject to an Embargo by the United Nations, the European Union or France.

6.8 Origin of funds, no Prohibited Practices or Tax Avoidance Practices or Tax Fraud

The Beneficiary undertakes, and ensure that the Final Beneficiary undertakes:

- (a) to use the funds of the Grant in accordance with the AFD Group's policy to prevent and combat Prohibited Practices as available on its Website;

- (b) to ensure that the funds other than State funds invested in the Project will not come from Illicit Origin;
- (c) to ensure that the Project (in particular during the negotiation, entry into and performance of the contracts funded out of the Grant) shall not give rise to any Prohibited Practice;
- (d) to ensure that the Project is not structured in a way to contribute to Tax Avoidance Practices or Tax Fraud, and more generally that no Project-related activity contributes to Tax Avoidance Practices or Tax Fraud;
- (e) as soon as it becomes aware of, or suspects, any Prohibited Practice, to inform the Agency without any delay;
- (f) in the event referred to in paragraph (d) above, or at the Agency's request if the Agency suspects any Prohibited Practice has occurred, take all necessary actions to remedy the situation in a manner satisfactory to the Agency and within the time period determined by the Agency; and
- (g) to notify the Agency without delay if it is aware of information which leads to suspect the Illicit Origin of funds invested in the Project.

6.9 Investigations

The Beneficiary shall, and shall procure that the Final Beneficiary undertakes, to allow the Agency or any third party mandated by the Agency, to carry out an investigation in the event of an allegation of Prohibited Practice. To this end, the Agency or any third party mandated by it is authorized to:

- (a) interview anyone who may have information about an alleged Prohibited Practice;
- (b) conduct audits and controls, both documentary and on-site, as the Agency may deem appropriate, including access to the accounting books and records or any other documentation relating to the Project held by the Beneficiary or any person or entity connected with the Project;
- (c) carry out visits of the sites, facilities and works related to the Project; and
- (d) achieve all the steps and actions necessary for these investigations.

The Beneficiary shall procure that the Final Beneficiary undertakes to ensure that the tender documents, contracts and sub-contracts financed through the Grant allow the implementation of this Clause.

Non-compliance with this Clause by the Beneficiary could, at the discretion of the Agency, constitute a Non-Cooperative Practice.

6.10 Environmental and Social Responsibility

6.10.1 Implementation of Environmental and Social Measures

In order to promote sustainable development, the Parties agree that it is necessary that internationally recognised environmental and labour standards, including the fundamental conventions of the International Labour Organization ("ILO") and the relevant international environmental treaties, be complied with.

For such purpose, the Beneficiary shall within the context of the Project:

- (a) include in the competitive bid documentation and procurement contracts a clause whereby each Provider undertakes, and procures that its sub-contractors (if any) undertake, to comply with such international standards in accordance with the applicable laws and regulations of the country in which the Project is being implemented. The Agency reserves the right to request that the Beneficiary provides a report on environmental and social conditions of implementation of the Project;
- (b) put in place appropriate mitigation measures specific to the Project as defined in the context of the Project environmental and social risk management approach and set out in the Environmental and Social Commitment Plan (ESCP) attached as Schedule 5 – (*Environmental and Social Commitment Plan and Social Action Plan*);²
- (c) require that the contractors appointed for implementing the Project apply the mitigation measures set out in paragraph (b) above and procure that their subcontractors (if any) comply with all such measures, and take all appropriate steps in the event of a failure to comply with all such measures; and
- (d) provide the Agency with bi-annual follow-up reports on the implementation of the ESCP.

6.10.2 Environmental and Social Claim Management (“ES”)

- (a) The Beneficiary (i) confirms that it has received a copy of the ES Grievance Management Procedure Regulations and has acknowledged its terms, in particular with respect to actions that may be taken by the Agency in the event that a third party lodges a grievance, and (ii) acknowledges that the ES Grievance Management Procedure Regulations have, as between the Beneficiary and the Agency, the same contractually binding effect as this Agreement.
- (b) The Beneficiary expressly authorises the Agency to disclose to the experts (as defined in the ES Grievance Management Procedure Regulations) and to parties involved in the compliance audit and/or conciliation, the Project documents concerning environmental and social matters necessary for processing the environmental and social grievance (as defined in the ES Grievance Management Procedure Regulations), including, without limitation, those listed in Schedule 8 – (List of Undertakings applicable to the Beneficiary Financing by the Euro).

6.10.3 Biodiversity Data Sharing

In order to promote biodiversity data sharing and in accordance with international targets related to biodiversity data knowledge and sharing, the Beneficiary undertakes to share, or procure that its third party contractors share, the biodiversity data (raw or processed) generated in relation with the Project with the Global Biodiversity Information Facility (GBIF) worldwide database, in order to enable its publication.

For this purpose, the Beneficiary undertakes to take all appropriate measures towards its third party contractors so that they allow the sharing on the GBIF worldwide database

² Dans cette option I, le ESCP n'est requis que si le Projet est classé A, B+ ou B, Il n'est pas requis pour les projets classés C.

of the processed biodiversity data on which they may have intellectual property rights, regardless of the medium.

The data sharing on the GBIF database shall be carried out in accordance with the terms and conditions set out in Schedule 10 – (*Biodiversity data sharing*)

The Agency shall be mentioned as “project funder” in the metadata section.

6.11 Project Account

The Beneficiary shall procure that the Final Beneficiary opens, maintains and uses the Project Account in accordance with the terms of this Agreement.

6.12 Undertakings with respect to the Financing of the Project by the European Union

- (a) The Beneficiary undertakes to comply with its obligations under Schedule 8- (*List of undertakings applicable to the Beneficiary Financing by the European Union*) of this Agreement.
- (b) The Beneficiary shall also ensure that the obligations under section 1 “*Conflict of Interests*”, section 2 “*Data Protection*”, section 3 “*Communication and Visibility*”, section 5 “*Accounting and Archiving*” and section 6 “*Access and Financial Checks*” of Schedule 8- (*List of undertakings applicable to the Beneficiary Financing by the European Union*) of this Agreement, apply to its contractors.
- (c) With respect to the procurement under the Project, the Beneficiary shall adopt reasonable measures, in accordance with its own regulations and rules, to ensure that potential candidates or tenderers and applicants shall be excluded from the participation in a procurement or grant award procedure and from the award of a procurement contract financed with EU funds, if the Beneficiary becomes aware that any such entities (i.e. potential candidates or tenderers and applicants):
 - (i) or persons having powers of representation decision making or control over them, have been the subject of a final judgement or of a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings;
 - (ii) or persons having powers of representation, decision making or control over them have been the subject of a final judgement or final administrative decision for an irregularity affecting the EU's financial interest;
 - (iii) are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information;
 - (iv) have been the subject of a final judgment or final administrative decision establishing that the entities have established an entity under a different jurisdiction with the intention of circumventing fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
 - (v) have been established with the intention described in point (iv) above as determined by a final judgment or final administrative decision.

6.13 On-granting– Monitoring of the Final Beneficiary

The Beneficiary undertakes:

- (a) to include in the On-granting Agreement provisions whereby the Final Beneficiary undertakes to fulfil all the undertakings that the Beneficiary has given on behalf of the Final Beneficiary under this Agreement including, but not limited to, the undertakings set out in Clauses 6 (*Undertakings*), in particular Clause 6.12 (*Undertakings with respect to the Financing of the Project by the European Union*) and Clause 7 (*Information Undertakings*), as well as the proxy granted to the Final Beneficiary to act in the name of and on behalf of the Beneficiary, especially in regard to the Drawdown requests;
- (b) systematically to collect and make available to the Agency, the personal data of any person (identity, citizenship, domicile) and/or any legal entity (corporate name, place of incorporation, registered office, identity of shareholders) benefiting from the on-granted funds;
- (c) to provide the Agency with any information in relation to the On-granting Agreement which shall be recorded in the accounting books of the Final Beneficiary;
- (d) to ensure that the Final Beneficiary complies with its obligations under the On-granting Agreement and that the on-granted funds are used by the Final Beneficiary for the financing of the Project in accordance with the terms of this Agreement;

6.14 Preservation of the Project

The Beneficiary shall procure that the Final Beneficiary undertakes:

- (a) to implement and maintain the Project in accordance with generally accepted principles of care and commercial practice and in accordance with technical standards in force;
- (b) to maintain all Project assets in good working order and condition in accordance with all applicable laws and regulations and use such assets for their proper purpose and in accordance with all applicable laws and regulations;

6.15 Monitoring

The Beneficiary shall allow the Agency and the Commission and their representatives (i) to participate to monitoring and evaluation of the Project and (ii) to carry out inspections in relation to implementation and operations, financial aspects included, of the Project, its impact and the achievement of the objectives of the Project.

The Beneficiary shall co-operate with the Agency and the Commission and their representatives when carrying out such inspections, the timing and format of which shall, in each case, be determined by the Agency and the Commission following consultation with the Beneficiary. The Beneficiary undertakes to make available to the Commission and their representatives all necessary information and original supporting documents relating to the Project's expenses.

The Beneficiary undertakes to procure that the Final Beneficiary undertake to retain and make available for inspection by the Agency, all documents relating to the Project for a period of ten (10) years following the Deadline for Drawdown.

6.16 Project Evaluation

The Beneficiary acknowledges that the Agency may carry out, or procure that a third party carries out on its behalf, an evaluation of the Project. Feedback from this evaluation will be used to produce a summary containing information on the Project, such as: total amount and duration of the funding, objectives of the Project, expected and achieved quantified outputs of the Project, assessment of the relevance, effectiveness, impact and viability/sustainability of the Project, main conclusions and recommendations.

The main objective of the evaluation will be the articulation of credible and independent judgement on the key issues of relevance, implementation (efficiency) and effects (effectiveness, impact and sustainability).

Evaluators will need to take into account in a balanced way the different legitimate points of view that may be expressed and conduct the evaluation impartially.

The Beneficiary will be involved as closely as possible in the evaluation, from the drafting of the terms of reference to the delivery of the final report.

The Beneficiary agrees to the publication of the above-mentioned summary, notably on the Agency's website.

6.17 Visibility and Communication

"The Beneficiary shall implement visibility and communication actions related to the implementation of the Project in accordance with the terms of the Visibility and Communication Guide, and acknowledges having fully read and understood the aforementioned guide.

According to the Visibility and Communication Guide, the Project is subject to communication and visibility obligations of LEVEL 1.

7. INFORMATION UNDERTAKINGS

The undertakings in this Clause 7 (*Information Undertakings*) take effect on the Signing Date and remain in full force and effect for the duration of this Agreement.

7.1 Progress Reports

The Beneficiary shall provide the Agency with:

- (a) within fifteen (15) calendar days following the end of the fiscal year in Rwanda and until the Deadline for Implementation of the Project, with a technical and financial progress report in relation to the implementation of the Project which draft shall be prepared in accordance with section 9 of Schedule 8 – (*List of Undertakings applicable to the Beneficiary Financing by the European Union*) of this Agreement and an annual follow-up report of the Project' Indicators in the form set out in Schedule 2 – (*Form of Follow up Report of the Project*);
- (b) within four (4) months after the Deadline for Implementation of the Project, with a general implementation report (the "**General Implementation Report**") including an annual follow-up report of the Project' Indicators in the form set out in Schedule 6 – (*Form of Follow-up report*).

7.2 Information - Miscellaneous

The Beneficiary shall provide the Agency with:




- (a) immediately upon becoming aware of them, details of any event or circumstance which is or may be an event of suspension or cancellation of a Drawdown or which has or may have a Material Adverse Effect, the nature of such an event and all the actions taken or to be taken to remedy it (if any);
- (b) immediately any information relating to an event or circumstance which is or may be considered as an utilisation of the funds of the Grant in contradiction with the terms and conditions of this Agreement, a payment which is undue or any other irregularity in the utilisation of the funds of the Grant;
- (c) promptly upon becoming aware of them and at the latest 48 hours following its occurrence, details of any incident or accident directly related to the implementation of the Project which might have a significant impact on the Project site, the safety, the working conditions of its employees or any contractors working on the implementation of the Project, the nature of such incident or accident, together with details of any action taken or proposed to be taken, as applicable, by the Beneficiary to remedy it. The Agency reserves the right to request from the Beneficiary to adopt additional measures in order to deal with such incident or accident. If no agreement is reached with the Beneficiary for the implementation of such measures or remedies, the Agency may terminate this Agreement in accordance with Clause 11.211.2 of this Agreement;
- (d) promptly, details of any decision or event which might affect the organisation, completion or operation of the Project;
- (e) for the all duration of the Project implementation, the interim and final reports prepared by any service provider and/or contractor, and thereafter a comprehensive implementation report;
- (f) promptly, any further information or documents with respect to the use of funds and implementation conditions of the Project Documents as well as contracts entered into for their implementation that the Agency may request;
- (g) as soon as possible, throughout the duration of the business relationship, provide the Agency with any document or information about the Beneficiary that the Agency may request, to enable the Agency to fulfill its know-your-customer ("KYC") obligations under anti money laundering and anti-terrorist regulations, in particular for the purpose of updating its KYC information on the Beneficiary;

8. COSTS AND EXPENSES - REGISTRATION

8.1 Costs and Expenses

The Beneficiary shall pay all costs and expenses incurred in connection with the negotiation, preparation and signing of this Agreement including, as the case may be:

- (a) lawyer's fees, as the case may be;
- (b) registration costs, if registration is requested by one of the Parties, and other similar taxes payable in respect of this Agreement; and
- (c) costs and expenses in connection with the transfer of Grant funds from Paris financial centre to any other financial centre agreed with the Agency.

8.2 Recovery Costs

The Beneficiary shall pay directly or reimburse the Agency for all reasonable costs and expenses, if applicable, that the Agency would incur or has paid for any step to be taken including without limitation in case of judicial recourses for the recovery of all amount of the Grant irregularly or unduly used or paid under this Agreement.

9. MISCELLANEOUS

9.1 Language

The language of this Agreement is English. Should this Agreement be translated, the English version shall prevail in the event of any conflicting interpretation of the terms of this Agreement or in the event of a dispute between the Parties.

All communications or documents provided under, or in connection with, this Agreement shall be in English.

The Agency may request that any communication or document provided under, or in connection with, this Agreement that is not in English be accompanied by a Certified English translation, in which case, the English translation shall prevail unless the document is a legal text or other official document.

9.2 Partial Invalidity

If, at any time, a term of this Agreement is or becomes illegal, invalid or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement will remain unaffected.

9.3 No Waiver

Failure to exercise, or delay in exercising, any right on the part of the Agency shall not operate as a waiver of that right.

Partial exercise of a right shall not prevail any further exercise of such right or the exercise of such right or any other right or remedy under any applicable law.

The Agency's rights and remedies under this Agreement are cumulative and not exclusive of its rights and recourse under any applicable law.

9.4 Assignment

The Beneficiary may not assign or transfer, in any manner whatsoever, all or any of its rights and obligations under this Agreement without the prior written consent of the Agency.

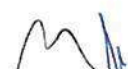
The Agency may assign or transfer to a third party its rights and obligations under this Agreement.

9.5 Legal Effect

The Schedules annexed hereto, the Procurement Guidelines and the recitals hereof form part of this Agreement and have the same legal effect as the other terms of this Agreement.

9.6 Entire Agreement

As of the Signing Date, this Agreement represents the entire agreement between the Parties in relation to the matters set out herein, and supersedes and replaces all previous documents,

agreements or understandings that may have been exchanged or communicated as part of the negotiations in connection with this Agreement.

9.7 Amendments

No amendment may be made to any provision of this Agreement unless expressly agreed in writing between the Parties.

9.8 Confidentiality - Disclosure of Information

- (a) Each Party shall not disclose the content of any Financing Document to any third party without the prior consent of the other Party except to:
 - (i) any person to whom the Party has a disclosure obligation under any applicable law, regulation or judicial ruling; or
 - (ii) the Final Beneficiary for the purposes of the Project.
- (b) Furthermore, the Agency may disclose any information or document in relation to the Project to: (i) its auditors, experts, rating agencies, legal advisers or supervisory bodies; (ii) any person or entity to whom the Agency may assign or transfer all or part of its rights or obligations under Financing Documents; (iii) the French State, and in particular the ministries to which the Agency reports, for the purposes of the Agency's activity;
- (c) Furthermore, the Beneficiary hereby expressly authorizes the Agency to communicate and to disclose on the Agency's Website information relating to the Project and related financing as listed in Schedule 7- (*Information that the Agency is authorized expressly to disclose on the Agency's Website*).

9.9 Statute of Limitations

The statute of limitations period in relation to the Financing Documents is ten (10) years.

9.10 Hardship

Each Party hereby acknowledges that the provisions of article 1195 of the French Code civil shall not apply to it with respect to its obligations under the Agreement and it shall be not entitled to make any claim under article 1195 of the French Code civil.

10. NOTICES

10.1 Written Notices

Any notice, request or other communication provided under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be given by fax or sent by letter to the address and number of the relevant Party set out below:

For the Beneficiary:

REPUBLIC OF RWANDA

Address: 12 KN 3 Ave, Kigali - PO Box 158

Telephone: +250-252575756

Facsimile: +250-252577581

Attention: Minister of Finance and Economic Planning

For the Agency:

AFD Rwanda Office

Address: PBR Tower, KN 67 Street 2, Kigali - PO Box n°3845

Attention: M. Arthur GERMOND - Country Director AFD Rwanda Office

With a copy to:

AFD - Paris Head Office

Address: 5, rue Roland Barthes - 75598 Paris Cedex 12, France

Telephone: + 33 1 53 44 31 31

Attention: Director of the Africa Department

or such other address, fax number, department or officer as one Party notifies to the other Party with at least five (5) Business Days' prior notice.

10.2 Effectiveness

Any notice, request or communication made, or any document sent, by a Party to the other Party in connection with this Agreement is deemed to become effective as follows:

- (a) if by fax, when received in a legible form; and
- (b) if by letter, when delivered to the correct address,

and, where a particular person or a department has been specified, if such notice, request or communication has been addressed to that person or department.

10.3 Electronic Communications

- (a) Any communication made by one person to another under or in connection with this Agreement may be sent by electronic mail or other electronic means if the Parties:
 - (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
 - (ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (iii) notify each other of any change to their address or any other such information supplied by them.
- (b) Any electronic communication made between the Parties will be effective only when actually received in a readable form.

11. ENTRY INTO FORCE – DURATION – TERMINATION

11.1 Entry into Force and Duration

This Agreement shall come into force on the day of the Signing Date provided that all the requested formalities in relation to the validity of this Agreement under the law of the country of the Beneficiary have been fulfilled in a satisfactory manner for the Agency and shall remain in full force and effect until the expiration date of a two (2) year period starting on the date of the Final Audit Report set out in Clause 3.2.5.

Notwithstanding the above, the provisions of Clauses 3.2.11 (Retention of Documents), 6.15 (Monitoring) and 9.8 (Confidentiality- Disclosure of Information) will remain in full force and effect for five (5) years following the date mentioned in the paragraph above; the provisions of Clause 6.10.2 (Environmental and Social Claim Management) (“ES”) shall continue to have effect whilst any claim lodged under the ES Grievance Management Procedures is still being processed or monitored.

11.2 Termination

The Agency reserves the right to terminate this Agreement if the first Drawdown has not been drawn within eighteen (18) months from the date of approval of the Grant referred to in paragraph (E) of the recitals.

The Agency also reserves the right to terminate this Agreement upon the occurrence of one of the events referred to in Clause 4 (*Cancellation and suspension of Drawdowns*).

The Agency shall inform the Beneficiary of such termination by registered mail. Upon request by the Agency, and due to the occurrence of any of these events, the Beneficiary shall repay the funds of the Grant, in whole or in part.

12. GOVERNING LAW, ENFORCEMENT AND SERVICE OF PROCESS

12.1 Governing Law

This Agreement is governed by French law.

12.2 Jurisdiction

Any dispute arising out of or in connection with this Agreement shall be settled by the courts of PARIS.

12.3 Choice of domicile

Without prejudice to any applicable law, for the purposes of serving judicial and extrajudicial documents in connection with any action or proceedings referred to above, the Beneficiary irrevocably chooses its registered office as at the date of this Agreement at the address set out in Clause 10 (*Notices*)¹⁰ as its domicile, and the Agency chooses the address “AFD Head Office” set out in Clause 10 (*Notices*) as its domicile.

13. ELECTRONIC SIGNATURE

In the case this Agreement shall be executed by use of electronic signature:

- (a) Each Party accepts and acknowledges that the use of the electronic signature solution proposed by CEGEDIM France, as well as the associated process, constitutes an

electronic signature within the meaning of the provisions of Article 1367 of the Civil Code.

- (b) Each Party acknowledges and accepts that the storage by CEGEDIM France of the Agreement and all related information recorded and/or signed electronically, complies with the requirement of integrity according to the provisions of Article 1379 of the Civil Code.
- (c) Each Party acknowledges and accepts that the date and timestamping considered of the Agreement as well as the electronic signatures are binding and shall prevail between the Parties.
- (d) Each Party acknowledges and accepts that the electronic signature of the Agreement, as proposed by CEGEDIM France, has a sufficient level of reliability to identify its signatory and guarantee its link with the Agreement to which its signature is attached.
- (e) Therefore, the Parties agree that the electronic signature solution proposed by CEGEDIM France carries a presumption of reliability, until proven otherwise, equivalent to the presumption of reliability granted to the qualified electronic signature referred to in Article 1367 paragraph 2 of the Civil Code and in Article 1 of Decree 2017-1416 of 28 September 2017 on electronic signatures, so that it will be up to the Party contesting the reliability of the electronic signature solution proposed by CEGEDIM France, to prove the unreliability of the process used. Thus, each of the Parties acknowledges and expressly accepts that the Agreement signed by using the electronic signature solution proposed by CEGEDIM France:
 - (i) has the same probative value as a hard-copy written document signed and/or dated;
 - (ii) is valid and enforceable against it and the other Parties; and
 - (iii) is admissible before the courts and/or any authority as literal evidence of their existence and the content of the legal act attached to them.
- (f) This Article constitutes an evidentiary agreement in accordance with Article 1368 of the French Civil Code.

Executed in two (2) originals, in Kigali, on 26.02.2024




THE BENEFICIARY

REPUBLIC OF RWANDA



Represented by:

Name: Dr Uzziel NDAGIJIMANA

Capacity: Minister of Finance and Economic Planning

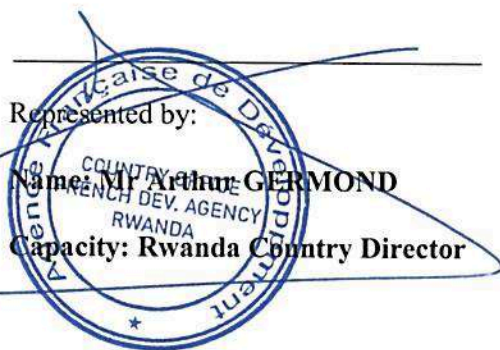
THE AGENCY

AGENCE FRANÇAISE DE DÉVELOPPEMENT

Represented by:

Name: Mr Arthur GERMOND

Capacity: Rwanda Country Director



Co-signatory, Mr Antoine ANFRÉ, Ambassador of France in Rwanda



Schedule 1A - Definitions

Acceptable Bank	means any bank acceptable to the Agency.
Account Bank	means the Acceptable Bank with which the Beneficiary shall procure that the Final Beneficiary opens and maintains the Project Account.
Act of Corruption	means any of the following: (a) the act of promising, offering or giving, directly or indirectly, to a Public Official or to any person who directs or works, in any capacity, for a private sector entity, an undue advantage of any nature, for the relevant person himself or herself or for another person or entity, in order that this person acts or refrains from acting in breach of his or her legal, contractual or professional obligations and, having for effect to influence his or her own actions or those of another person or entity; or (b) the act of a Public Official or any person who directs or works, in any capacity, for a private sector entity, soliciting or accepting, directly or indirectly, an undue advantage of any nature, for the relevant person himself or herself or for another person or entity, in order that this person acts or refrains from acting in breach of his or her legal, contractual or professional obligations and, having for effect to influence his or her own actions or those of another person or entity.
Act(s) of Terrorism	means: (i) any act prohibited by the United Nations Conventions and Protocols related to the fight against terrorism (which may be consulted on the following website: https://legal.un.org/ola/Default.aspx); (ii) any of the offences referred to in articles 3 to 10 of Directive (EU) 2017/541 of the European Parliament of 15 March 2017 on combating terrorism; or (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in the hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organisation to do or abstain from doing any act.
Advance(s)	has the meaning given to this term in Clause 3.2 (<i>Payment mechanics</i>).
Agreement	means this financing agreement, including its recitals, Clauses, Schedules, Procurement Guidelines and, if applicable, any amendments made in writing thereto.

Anti-Competitive Practices	means: (a) any concerted or implicit action having as its object and/or as its effects to impede, restrict or distort fair competition in a market, including without limitation when it tends to: (i) limit market access or the free exercise of competition by other companies; (ii) prevent price setting by the free play of markets by artificially favouring the increase or decrease of such prices; (iii) limit or control any production, markets, investment or technical progress; or (iv) share out markets or sources of supply; (b) any abuse by a company or group of companies of a dominant position within a domestic market or in a substantial part thereof; or (c) any bid or predatory pricing having as its object and/or its effect to eliminate from a market, or to prevent a company or one of its products from accessing the market.
Authority(ies)	means any government or any body, department or commission exercising a public prerogative, or any administration, court, agency or state or any governmental, administrative, tax or judicial entity.
Authorisation(s)	means any Authorisation, consent, approval, resolution, permit, licence, exemption, filing, notarization or registration, or any exemptions in respect thereof, obtained from or provided by an Authority, whether granted by means of an act or omission within a defined time limit.
Business Day	means a calendar day other than a Saturday or Sunday or any public holiday in France.
Certified	means for any copy, photocopy or other duplicate of an original document, the certification by any duly authorised person, as to the conformity of the copy, photocopy or duplicate with the original document.
Closing Expenses	means costs relating to the final report, the final assessment, the final audit and other costs in connection with the closing of the Project
Contribution Agreement	has the meaning given to this term in paragraph (C) of the preamble of this Agreement
Deadline for Drawdown	means 13/03/2029, date after which no further Drawdown may occur.
Deadline for Implementation of the Project	means the date at the end of the implementation period that shall occur no later than 13/09/2029.
Drawdown	means the drawdown of all or part of the funds made available by the Agency to the Beneficiary in connection with the Grant pursuant to the conditions set out in Clause 3 (<i>Drawdown of Funds</i>).
Embargo	means any sanction of a commercial nature which is intended to prohibit any import or export (any supply, sale or transfer) of one or several types of goods, products or services going to and/or coming from any country for a given period and as published and amended by the United Nations, the European Union or France.

ES Grievance Management Procedures	means the contractual terms contained in the Environmental and Social Grievance Management Procedures, which is available on the Website, as amended from time to time.
ESCP	means the environmental and/or social commitment plan substantially in the form set out in Schedule 5 – (Environmental and Social Commitment Plan / Environmental and Social Commitment Action Plan), setting out the Beneficiary's commitment to avoid, mitigate or compensate negative consequences of the Project, on human and natural environment and any planned monitoring as well as the formal steps required in order to carry out such actions.
Euro(s) or EUR	means the single currency of the member states of the European Economic and Monetary Union, including France, and having legal tender in such member states.
Final Audit Report	has the meaning given to this term in Clause 3.2.5 (ii) (<i>Justification for Use of Advances</i>).
Final Beneficiary	means the City of Kigali, in charge of implementing the Project on its own account as the owner of the investments financed by the funds of the Grant, which are on-granted by the Beneficiary.
Financial Sanctions List	means the list(s) of specially appointed persons, groups or entities which are subject to financial sanctions by the United Nations, the European Union and France. For information purposes only and for the convenience of the Beneficiary, who may not rely on them, the following references or website addresses are provided: For the list maintained by the United Nations, the European Union and France , the following website may be consulted: https://gels-avoirs.dgtresor.gouv.fr/List .
Financing Documents	means this Agreement, the On-granting Agreement and any other document in relation thereto.
Financing Plan	means the financing plan of the Project set out in Schedule 3 – (<i>Financing Plan</i>).
Force Majeure	means any unforeseeable exceptional situation or event beyond the Parties control which prevents either of them from fulfilling any of its obligations under the Agreement, which may not be attributed to error or negligence on either part (or the part of Providers, agents or staff), and which could not have been avoided by the exercise of due diligence.
Fraud	means any unfair practice (acts or omissions) deliberately intended to mislead others, to intentionally conceal elements there from, or to betray or vitiate his/her consent, to circumvent any legal or regulatory requirements and/or to violate internal rules and procedures of the Beneficiary or a third party in order to obtain an illegitimate benefit.
Fraud against the Financial Interests of the European Union	means any intentional act or omission intended to damage the European Union budget and involving (i) the use or presentation of false, inaccurate or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or in any illegal reduction in resources of the general budget of the European Union; (ii) the non-disclosure of information with the same effect; and (iii)

	misappropriation of such funds for purposes other than those for which such funds were originally granted.
Grant	means the commitment granted by the Agency in accordance with this Agreement up to the maximum principal amount set out in Clause 2 (<i>Grant Amount, Purpose and Conditions of Utilisation</i>).
Illicit Origin	means funds obtained through: – the commission of any predicate offence as designated in the FATF 40 recommendations Glossary under "<i>catégories désignées d'infractions</i>" (https://www.fatf-gafi.org/media/fatf/documents/recommendations/pdfs/FATF%20Recommendations%202012.pdf) ; – any Act of Corruption; or – any Fraud against the Financial Interests of the European Community, if or when applicable.
Insurance Policies	means the insurance policies that the Final Beneficiary is required to subscribe and maintain in connection with the implementation of the Project, in a form acceptable to the Agency.
Material Adverse Effect	means a material adverse effect on: – the Project, insofar as it would jeopardise the proper continuation of the Project according to, in particular, sound environmental and social standards and in accordance with the Financing Documents and the Project Documents; – the business, assets, financial condition of the Beneficiary or its ability to honour its obligations under the Financing Documents and the Project Documents; – the validity or enforceability of any Financing Document and any Project Documents.
Misuse of AFD's Funds or Assets	means the non-compliant, inappropriate and/or abusive use of the resources, property or assets belonging to the Agency, made knowingly, recklessly or negligently.
Money Laundering	means: (i) the act of facilitating by any means, the false justification of the origin of the assets or proceeds of the perpetrator of a felony or a misdemeanour which brought him a direct or indirect benefit; or (ii) the act of assisting in investing, concealing or converting the direct or indirect proceeds of a felony or a misdemeanour.
Non-Cooperative Practices	means: (i) the act of destroying, falsifying, altering, concealing or unreasonably withholding evidence or any other information, documents or records sought to be disclosed in connection with an investigation by the

	Agency of an allegation of Prohibited Practices to materially obstruct the investigation; or the act of making false statements to materially obstruct the investigation of an allegation of Prohibited Practices; or (ii) the act of threatening, harassing or intimidating any party in order to prevent it from disclosing information relating to an investigation conducted by the Agency, or the continuation of the investigation; or (iii) any acts carried out in order to materially obstruct the Agency in exercising its contractual rights to audit, inspect or access to information in the context of an investigation based on an allegation of Prohibited Practices.
On-granting Agreement	means the agreement setting out the terms and conditions under which the Beneficiary shall on-grant the funds of the Grant, in whole or in part, to the Final Beneficiary.
Procurement Guidelines	means the contractual provisions in the document entitled "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries" in effect on the Signing Date which is available on the Website and a copy of which has been delivered to the Beneficiary.
Prohibited Practices	means Anti-Competitive Practices, Acts of Corruption, Fraud, Fraud against the Financial Interests of the European Union, Non-Cooperative Practices, Misuse of AFD's Funds or Assets, as well as any breach of any applicable anti-Money Laundering and counter-Terrorist Financing laws.
Project	means the budget funding that the Agency makes available to the Beneficiary and the description and costs of which are set out in Schedule 2- (<i>Project Description</i>) and Schedule 3 (<i>Financing Plan</i>)
Project Account	has the meaning given to this term in Clause 3.2.1 (<i>Opening of the Project Account</i>).
Project Authorisations	means the Authorisations necessary in order for (i) the Final Beneficiary to implement the Project and execute all Project Documents to which it is a party and to exercise its rights and perform its obligations under the Project Documents to which it is a party; and (ii) the Project Documents to which the Final Beneficiary is a party to be admissible as evidence before courts in the jurisdiction of the Beneficiary or before a competent arbitral tribunal.
Project Documents	means all the documents, and in particular agreements, supplied or executed by the Final Beneficiary regarding the implementation of the Project, being each of the following documents: – the mandate/delegated project management agreement between the final Beneficiary and the Housing operator

Provider(s)	means a natural or legal person that has signed a contract with the Final Beneficiary, which may include a supplier, a works company or a contractor, a consultant or a service provider.
Provider's Guarantee(s)	means any guarantee provided to the Final Beneficiary directly or indirectly by any of its Providers in charge of the performance of contracts entered into for the purposes of implementing the Project or any part thereof, such as, for example, a performance security or an advance payment security.
Public Official	means any holder of legislative, executive, administrative or judicial office whether appointed or elected, permanent or temporary, paid or unpaid, regardless of rank or any other person defined as a public officer under the domestic law of the Beneficiary's jurisdiction, and any other person exercising a public function, including for a public agency or organisation, or providing a public service.
Schedule (s)	means any Schedule or Schedule s to this Agreement.
Signing Date	means the date of execution of this Agreement by all the Parties.
Tax Avoidance Practices	means using legal instruments in order to pay as little tax as possible. A practice of tax avoidance is characterized when, in light of all the involved entities and relevant financial flows, the structuring of a project is not justified by business reasons reflecting the project's economic reality but for the main purpose, or one of the main purposes, of benefiting from a favorable tax regime that would not have been applicable in the absence of such structuring. Tax avoidance practices include, but are not limited to: (i) the use of harmful tax practices; (ii) the use of offshore structures or arrangements aimed at attracting profits which do not reflect real economic activity in the jurisdiction; and / or (iii) the use of so-called base erosion and profit shifting practices as identified in the OECD BEPS Action Plan (including: abuse of double tax conventions, artificial use of hybrids or artificial avoidance of permanent establishment status).
Tax Fraud	means using illegal practices to avoid paying taxes, for example by not declaring profits or using various ways to avoid paying VAT.
Terrorist Financing	means providing or collecting, directly or indirectly, funds or managing funds with the intention that they should be used, or in the knowledge that they are to be used, for the purpose of committing an Act of Terrorism.
Visibility and Communication Guide	means all contractual provisions binding on the Beneficiary relating to the communication and visibility of projects financed by AFD and contained in the document entitled "Visibility guide for projects supported by AFD - Level 1 "or" Communication guide for projects supported by AFD - Level 2 "as the case may be, a copy of which has been given to the Beneficiary before the signing.
Website	means the website of the Agency (http://www.afd.fr/) or any other such replacement website.

Schedule 1B - Construction

- (a) **“assets”** includes all present and future properties, revenues and rights;
- (b) any reference to the **“Beneficiary”**; a **“Party”** or a **“Agency”** includes its successors in title, permitted assigns and permitted transferees;
- (c) any reference to this Agreement or other document or security is a reference to this Agreement or to such other document or security as amended, restated or supplemented and includes, if applicable, any document which replaces it through novation, in accordance with this Agreement;
- (d) a **“guarantee”** includes any security and any guaranty which is independent from the debt to which it relates;
- (e) a **“person”** includes any person, company, corporation, partnership, trust, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal personality);
- (f) a **“regulation”** includes any legislation, regulation, rule, decree, official directive, instruction, request, advice, recommendation, decision or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, supervisory authority, regulatory authority, independent administrative authority, agency, department or any division of any other authority or organisation (including any regulation issued by an industrial or commercial public entity) having an effect on any of the Financing Documents or on the rights and obligations of a Party;
- (g) a provision of law is a reference to that provision as amended;
- (h) unless otherwise provided, a time of day is a reference to Paris time;
- (i) The Section, Clause and Schedule headings are for ease of reference only and do not affect the interpretation of this Agreement;
- (j) unless otherwise provided, words and expressions used in any other document relating to this Agreement or in any notice given in connection with this Agreement have the same meaning in that document or notice as in this Agreement; and
- (k) a reference to a Clause or Schedule shall be a reference to a Clause or Schedule of this Agreement.

SCHEDULE 2 - Project Description

Kigali Informal Settlement Upgrading Project (KISUP) – Rwanda

1. Context of the project

Rwanda is one of the most densely populated on the continent with 503 inhabitants per square kilometre, compared to an average of 47 in sub-Saharan Africa. Nevertheless, Rwanda remains a largely rural country, with only one city above 250,000 inhabitants: Kigali.

The capital city has undergone tremendous changes over the last 30 years. With a population estimated at 235,000 before 1994, the city is home for more than 1.7 millions inhabitants in 2022, with an annual growth of 9% between 1994 and 2002, and above 5% from 2002 to 2020, well above the African average around 3.5%. This rapid growth is due to the natural demographic growth and the rural urban migration within the country, as the city accounts for more than 70% of the wealth-producing activities.

The rapid demographic growth resulted in a significant spatial extension of the city where only 50% of the surface is buildable due to its hilly topography. The low production of housing units and the scarcity of urban infrastructures led to the development of informal settlements over the past decades. In the early 2000s, more than 60% of the population lived in such spontaneous settlements, mainly located in steep, hazard-prone slopes and marshy land, with limited access to urban services.

Urbanization is one of Rwanda's stated objectives in the Vision 2050 policy, which also included a 'Kigali Vision 2050 master plan', dubbed Kigali Yacu! (Our Kigali!). It is intended to guide the development of the city - which is expected to have a population of some 3.8 million and create 1.8 million jobs by 2050.

The rehabilitation of informal settlements is among the priorities of the City of Kigali (CoK) and the Ministry of infrastructure of Rwanda (MININFRA). The National Strategy for the Rehabilitation of Informal Settlements (2017) and the Strategy for the Rehabilitation of Unplanned and Underserved Settlements in Kigali (2019), as well as the National Implementation Policy for the Rehabilitation of Urban Slums (2021) set the standards to prevent the expansion of new unplanned settlements while also upgrading existing ones. These policies display the government's commitment to meeting current and future urbanization challenges. Moreover, under the leadership of the Ministry of Environment, climate resilience of human settlements are also integrated in the discussions over water resources management and are considered a priority in National Transformation Strategy (NST).

In this perspective, the proposed urban upgrading project will develop activities based on the principle of in-situ rehabilitation, in line with the national and city policies. Two neighbourhoods (Kagugu and Rwezamenyo) were selected based on the city-wide strategy, developed under the Participatory Slum Upgrading Programme – EU funded, to test the proposed implementation strategy in two different locations, one at the core of the city centre and the other one in the city periphery. The two settlements present high density characteristics, and are mostly populated by low-income households subject to significant disaster risks such as flooding and landslide, with limited adaptation capacity. Most of the resident of Rwezamenyo own their home in overcrowded urban units, while the majority of Kagugu's residents are tenants.

Both settlements are located in proximity of water bodies (canal and wetland), playing a critical role in flood management. The level of access to services is rather high, with about 80% of the population having access to water at the plot level and 60% having private toilets. There is no wastewater treatment plants. The road network is very poor, recurrently degraded by landslides and flooding. Several gender issues also exist in both neighbourhoods, as women represent 52% of the inhabitants in Rwezamenyo and 64% in Kagugu, and that a lot of them are considered as vulnerable. At the end, a Gender Action

Plan is being prepared to integrate the reduction of gender inequalities in a transversal way in all components of the project.

2. Objectives of the action

The overall objective of KISUP is to improve the living conditions of the residents of informal settlements in Kigali. The upgrading strategy will take into consideration the capability of low-income tenants to afford living in the upgraded neighbourhood.

The specific objectives of the project are (i) to improve access to inclusive, resilient and safe infrastructure and social services for all residents of Kagugu, Rwezamenyo and Nyakanbanda; (ii) to sustain the capacity of local stakeholders, including the City of Kigali, to implement informal settlement upgrading project in an integrated and resilient manner, and (iii) to test the development of decent and affordable rental housing solutions for low-income households.

3. Description of the Action and related Activities

The project is structured around four components:

Component 1. Resilient and low carbon settlement upgrading

Component 1.1 upgrading basic infrastructures

The settlement upgrading committee prioritized a list of investments to be upgraded in each settlement.

The list of investments includes roads, footpaths, drainage, street lighting, and water pipelines. The preliminary design is being prepared based on a climate vulnerability assessment and a strong hydraulic model to improve resilience on climate change.

Accessibility maps for both settlements were prepared and largely discussed to maintain the existing and sustainable mode of transport used in the area, and improve access to public transports. As a consequence, most of the streets are footpaths, and one way lanes were mainly adopted for motorised roads, reducing social eviction and carbon footprint.

The management of the upgraded infrastructure will be done by CoK. Local communities may get involved in the maintenance of NbS through community works.

Component 1.2 – Upgrading socio-collective facilities and public spaces

In addition to basic infrastructure upgrading, the project aims at improving the socio-economic inclusion by improving socio-collective facilities and public spaces. The facilities include primary schools, nursery, community markets, cell buildings, health post, recreational area, and water springs. The project would consider payments for ecosystem services to mobilize local initiative and support.

The city of Kigali will implement the upgrading of all facilities, which will then be supervised by cell and sector administrations, in coordination with civil society organisations. A technical assistance support will be provided to co-design public spaces, and develop joint management model between civil society and local authorities. EU contribution shall target Nature based solutions (NbS) in riparian spaces, green spaces, and vegetation covers. A phyto-epuration water treatment plant will be assessed and developed if relevant within Kagugu to improve water quality of the wetland.

Component 1.3 – Urban Fabric Initiative (UFI) –

An Urban Fabric Initiative will be proposed to enhance the collaboration between the public authorities and the Civil Society Organisations (CSOs) in each settlement. The UFI is an innovative scheme which intends to create and test urban micro-projects that are co-designed and implemented by the

communities. The initiative will fund and support local stakeholders conducting micro projects – urban furniture, sport grounds, green spaces enhancing social cohesion through the development of new uses of public spaces or through the development of community disaster risk reduction plan.

A UFI operator will be selected among the active CSOs in Rwanda to act as a project conductor - in collaboration with the CoK – in order to co-construct, manage and implement the initiatives located in different sites that were previously identified by the communities. AFD will remain the contracting authority for this specific action.

Component 2 - Institutional Capacity development for informal settlement and housing upgrading

This component will enhance the capacities of all project stakeholders involved in the implementation of the project, with a primary focus on CoK.

In addition to the support provided to the Single Project Implementation Unit (SPIU), this component will finance institutional and policy development at the city and national level. The objective is rather not to review or develop new strategies, but provide practical toolkits and operational guidelines to implement the existing policies related to housing and informal settlement upgrading, and maximize the impact on climate resilience, place making and housing upgrading.

The component will also include technical expertise, training, workshops and learning events, experience sharing, and peer-learning activities with cities, and other capacity building activities aimed at enhancing the ability of national, city, and community teams to exercise their roles and responsibilities in slum upgrading. Safeguards, fiduciary and contract management capacity building/support will also be provided.

Component 3 –Housing upgrading pilot

This component aims at testing different implementation models to improve housing conditions of the urban poor within informal settlements. This initiative will complement the existing affordable housing program of the Government by targeting rental schemes. Different solutions are proposed involving incremental self-upgrading or redevelopment through multi-storey buildings rented by a public or non profit organizations. In both solutions, an agreement will be signed with the eligible landowner to cap rental prices for a given period.

The city of Kigali will hire a Delegated Housing Operator to manage the solutions based on incremental self-upgrading. The interested eligible landowners shall receive financial support to carry out the upgrading works under the supervision of the Housing Operator. The main envisaged financial instruments are micro-loans at concessionary rate and subsidies.

The city will launch complementary studies to further investigate the feasibility of the solutions and the preferred financial model in the settlements.

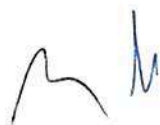
Both solutions will include bioclimatic architecture principles as well as a clear operational and financial management model co-developed in consultation with tenants and landowners.

Component 4 – Program management and coordination, Environment & Social (E&S) safeguard monitoring

The project will provide funding to support the Single Project Implementation Unit staffing strategy, which will include the hiring of CoK staff and the hiring of individual consultants. The repartition between CoK staff and external consultants will depend on the availability of expertise in the country, and the specific requirement of the development partners, for instance in terms of E&S safeguards or procurement. The specific expertise will include gender, disaster risk management/flooding, NbS, and housing upgrading. A specific budget will provide for daily operation, project communication, equipment and others.

Finally, the component 4 also includes the Environmental and Social safeguard monitoring. A Resettlement Policy Framework (RPF), an Environmental and Social Management Framework (ESMF),

and a Gender Action Plan (GAP) are being prepared through the ongoing feasibility study. Other documentations, including Environmental and social Impact assessment (ESIA), Environmental and social management Plan (ESMP) and Resettlement action plan (RAP) will be carried out based on the detailed engineering design. The Government of Rwanda shall finance the implementation of the RAP, estimated on the basis of preliminary design at 5M€.



4. Implementation arrangements

Sustainability

The project sustainability is based on the strong ownership of the National Government and local authorities. The list of investments, and the proposed infrastructure design were discussed at length and approved by the settlement upgrading committees.

Accessibility issues are well considered through the project design. The UFI will pursue the participation approach through the implementation period to ensure activities developed with the communities are inclusive. A gender action plan shall guide the stakeholder engagement process, and youth will be at the core of the initiative. Moreover, the infrastructure upgraded through the program will include accessibility and universal design principles to ensure its a greater access for all users.

The EU contribution will further strengthen the project sustainability:

- the implementation of the UFI shall also ensure the sustainability of the community facilities with the help of selected Civil Society Organizations: joint management model will be developed between the local authority and the community to improve sustainability and ownership by the residents.
- capacity building action plans, with a focus on gender and climate, will also be critical to build the skills of public officers on slum upgrading strategy and program management.

Organisation of the project

The Action will be implemented using the established institutional arrangements at the national and city levels. A Single Project Implementation Unit (SPIU) will be set up by the City of Kigali. The SPIU will have full responsibility for project implementation, including procurement, fiduciary and financial management, E&S safeguards and stakeholder engagement.

The SPIU and the district administration will share the implementation of component 1.1 & 1.2, under the direct supervision of CoK. A specific UFI operator, directly contracted by AFD among CSOs, shall implement component 1.3 under the supervision of CoK.

MININFRA shall be directly responsible for the institutional strengthening activities related to national policies on urban and housing upgrading (component 2). CoK shall implement the capacity development plan in close coordination with MINALOC and MININFRA.

AFD will directly mobilise a stakeholder engagement expert in charge of the coordination of the relations with the CSOs, which is key to the project. He/She will be located at AFD office.

Governance

A Project Steering Committee (PSC) will be established to provide overall strategic guidance and project supervision. The PSC will be chaired by the City of Kigali and it will comprise a representative of MINALOC and MININFRA. MOE, MINECOFIN and MINEMA will be invited based on the proposed agenda.

AFD and EUD representatives will be observing members of the PSC. The Steering Committee will meet at least bi-annually and will be responsible for reviewing the project work plans and the compliance with the credit facility agreement. The KISUP project manager of the SPIU will act as the Secretary to the Steering Committee.




The action shall sustain the setting up of Upgrading Committees and Grievance Redress Committees in each neighbourhood to enhance the participatory approach of the project. Upgrading committees will be active in the preparation and validation of infrastructure design, the development and implementation of joint management model for each socio-collective facility, and the implementation of the Resettlement Action Plan.

5. Monitoring and Evaluation

The M&E system will follow a results-based management approach to ensure accountability of the use of project funds. It will provide a means to analyze project implementation and ensure its compliance with the credit facility agreement. It will cover all activities, including monitoring on the Gender Action Plan. The project management team within the SPIU will include a specific M&E expert.

A mid-term evaluation report (on EU funds) shall be prepared internally and will enable adjusting of the project objectives and activities if needed. A global final report (on EU funds) will be prepared no later than six months after the completion of project activities. AFD shall inform the EU at least 30 days in advance of the dates envisaged for the evaluation missions and the EU should be an integral part of the evaluation process, from the agreement on the ToRs to the acceptance of the evaluation reports. The EU will also be informed and associated to evaluations on the overall action.

Schedule 3 - Financing Plan

PART I – INDICATIVE FINANCING PLAN

Estimated cost of the project	AFD loan (M€)	Grant – TA (M€)	Grant – IG (M€)	GoR (M€)	Total Amount (M€)	%
Co. 1 – Upgrading Plan	31.5		1		32.5	59.8
1.1 provision of basic infrastructures	27.7		0			
1.2 development of social facilities	3.8		1			
1.3 urban fabric initiative*	0		0			
Co. 2 – Capacity-building		1			1	1.8
Co. 3 – Affordable housing pilot		2	3		5	8.9
Co. 4 – Management & coordination	1.5	1.2		6	8.7	20.0
4.1 project management	0.5	1.2		1		
4.2 RAP implementation	1	0		5		
Miscellaneous and unforeseen costs (~15%)	7	0		0	7	12.5
Total	40	4.2	4	6	54.2	100%

*: this component is directly contracted by AFD. Therefore, it does not appear in the financing plan

PART II - ELIGIBLE EXPENSES

Eligible expenses to proceeds of the Facility provided by the Borrower are the any expenses (Goods, Works, Non-consulting services, Consulting services, Training) necessary to the realisation of the Project described in Schedule 2.

- they are necessary for carrying out the project, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
- they are incurred in accordance with the provisions of this Agreement;
- they are actually incurred by the Beneficiary and the final Beneficiary, i.e. they represent real expenditure definitely and genuinely borne by the Beneficiary and the Final Beneficiary;
- they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Beneficiary and the final Beneficiary regardless of their source of funding;
- they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Project which may be incurred after the Implementation Period;
- they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Beneficiary and the final Beneficiary;

g) they are covered by one of the sub-headings indicated in the estimated budget in Schedule 3 and by the activities described in Schedule 2; and

h) they comply with the applicable tax and social legislation taking into account the Beneficiary and the final Beneficiary's privileges and immunities.

PART III - NON-ELIGIBLE EXPENSES

The Project will not finance any tax expenses related to the Project, at the exception of the taxes of the salaries of human resources employed for the management of the Project. The rest of the tax expenses will be covered by the Republic of Rwanda.

The following costs are ineligible for EU financing:

a) bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or to any other employee insurance funds run by the Beneficiary and the final Beneficiary shall only be eligible to the extent they do not exceed the cost incurred during the reporting period, calculated following applicable international accounting standards;

b) full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Project and ownership is transferred in accordance with the provisions of this Agreement ;

d) return of capital;

e) negative remuneration (otherwise referred to as 'negative interest') charged by banks or other financial institutions;

f) debts and debt service charges;

g) provision for losses, debts or potential future liabilities;

i) costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed with the Agency ;

j) costs declared by the Beneficiary and the final Beneficiary under another agreement financed by the European Union budget (including through the European Development Fund);

k) in-kind contributions ; and

l) costs of purchase of land or buildings, unless otherwise provided in this Agreement.

Schedule 4 - Conditions Precedent

The following applies to all documents delivered by the Beneficiary as a condition precedent:

- if the document which is delivered is not an original but a photocopy, the original Certified photocopy shall be delivered to the Agency;
- supporting documents such as memoires, paid invoices, may be presented in Certified copy or Certified duplicate form and must bear the relevant references and dates of payment orders;
- the final version of a document which draft was previously sent to, and agreed upon by the Agency, shall not materially differ from the agreed draft;
- documents not previously sent and agreed upon, must be satisfactory to the Agency in both form and substance.

PART I – CONDITIONS PRECEDENT TO BE SATISFIED ON THE SIGNING DATE

1. Signing and entry into force of the Contribution Agreement.
2. Delivery by the Beneficiary to the Agency of a Certified copy of the relevant legislation of the jurisdiction of the Beneficiary approving the terms of this Agreement and its execution and authorising a specified person or persons to execute this Agreement on its behalf.

PART II - CONDITIONS PRECEDENT TO THE FIRST DRAWDOWN

- A. Receipt by the Agency of the first instalment of the Grant funds from the European Union.
- B. Delivery by the Beneficiary to the Agency of the following documents:
 - 1) A copy of the law, published in the Official Gazette of Rwanda, approving the ratification of this Agreement in compliance with laws and the Constitution of the Republic of Rwanda;
 - 2) A copy of the Presidential order ratifying this Agreement in compliance with laws and the Constitution of the Republic of Rwanda;
 - 3) A favourable legal opinion issued by the Minister of Justice/ Attorney General confirming validity and enforceability of the terms of this Agreement in the jurisdiction of the Beneficiary;
 - 4) A Procurement Plan, as defined in the Procurement Guidelines, having received the Agency's no- objection.
 - 5) A certificate issued by a duly authorised representative of the Beneficiary listing the person(s) authorised to sign, on behalf of the Beneficiary, this Agreement, the Drawdown requests and any certificate in connection with this Agreement and to take all other measures and/or sign all other necessary documents on behalf of the Beneficiary under this Agreement together with a specimen of the signature of each person listed in the certificate mentioned herein.
 - 6) A Certified copy of the On-granting Agreement submitted to the Agency for no-objection, duly executed by the Beneficiary and the Final Beneficiary.

- 7) A certificate from the Account Bank certifying that the Project Account has been opened in the name of the Project and providing account details for such Project Account.
- 8) A provisional forecast of expenditure for the duration of the Project.

PART III - CONDITIONS PRECEDENT FOR ALL DRAWDOWNS OTHER THAN THE FIRST DRAWDOWN

- A. Receipt by the Agency of relevant instalment of the Grant funds from the European Union.
- B. Delivery by the Beneficiary to the Agency of the following documents:
 - 1) a certificate signed by a duly authorised representative of the Beneficiary certifying that at least eighty per cent (80%) of the Advance immediately preceding the Advance requested in the Drawdown request and one hundred per cent (100%) of the penultimate Advance have been utilised, including a detailed breakdown of the payment with respect to Eligible Expenses during the relevant period;
 - 2) all contracts and orders together with any plans and quotes (if applicable) previously provided to the Agency in accordance with, and as defined in, the Procurement Guidelines, in connection with the utilisation of the amounts of the Advance made available prior to the Drawdown request;
 - 3) evidence, in form and substance satisfactory to the Agency, that all relevant Eligible Expenses have been paid;
 - 4) the provisional forecast of expenses for the duration of the Project, updated on the relevant Drawdown date;
 - 5) a revised estimate of the Project costs as well as the Eligible Expenses;
 - 6) the latest annual statements provided in accordance with Clause 3.2.8 (*Control – Audit*); and

Schedule 5 - Environmental and Social Commitment Plan

1. The Government of Rwanda through the Ministry of Finance (MoF) will implement the Kigali Integrated Settlement Urban Project (KISUP) for which a financial request has been lend. The project owner and final beneficiary designated is the City of Kigali (CoK). The Agence Française de Développement (AFD) and European Union have agreed to provide financing for the Project.
2. The MOF will implement the concrete measures and actions necessary to ensure that the Project is carried out in compliance with the applicable regulations and the AFD's requirements listed below:
 - *Environmental and Social Risk Management Policy for AFD-funded Operations*
<https://www.afd.fr/en/ressources/environmental-and-social-risk-management-policy-afd-funded-operations>
 - *Environmental and Social Framework (ESF) - World Bank Group*
<http://documents.worldbank.org/curated/en/383011492423734099/pdf/114278-WP-REVISED-PUBLIC-Environmental-and-Social-Framework.pdf>
 - *Environmental, Health and Safety Guidelines - World Bank Group*
https://www.ifc.org/wps/wcm/connect/Topics_Ext_Content/IFC_External_Corporate_Site/Sustainability-At-IFC/Policies-Standards/EHS-Guidelines/
 - *Core/fundamental conventions of the ILO ratified by Rwanda*
3. The MoF through the implementing agency shall implement material measures and actions so that the Project is implemented in accordance with the World Bank Environmental and Social Standards (ESSs). Hence, this Environmental and Social Commitment Plan (ESCP) sets out material measures and actions, any specific document or plans, as well as the timing for each of these.
4. The MoF through the implementing agency shall also comply with the provisions of any other E&S documents required under the Environmental and Social Framework and referred to in this ESCP, such as the Environmental and Social Management Framework (ESMF), the Resettlement Policy Framework (RPF), and any other environmental and social diligences that will be developed as part of the project.
5. The MoF through the implementing agency is responsible for compliance with all requirements of the ESCP even when implementation of specific measures and actions is conducted by the or another entity.

6. Implementation of the material measures and actions set out in this ESCP shall be monitored and reported to AFD by the project owner, the City of Kigali, as required by the ESCP and the conditions of the legal agreement, and AFD will monitor and assess progress and completion of the material measures and actions throughout implementation of the Project.
7. As agreed by the MoF through the implementing agency and AFD, this ESCP may be revised from time to time during Project implementation, to reflect adaptive management of Project changes and unforeseen circumstances or in response to assessment of Project performance conducted under the ESCP itself. In such circumstances, MoF will agree to the changes with AFD and will update the ESCP to reflect such changes. Agreement on changes to the ESCP will be documented through the exchange of letters signed between the MoF and AFD through such authorized delegates as it may designate. The MoF, through such authorized delegates as it may designate, shall promptly disclose the updated ESCP.
8. Where Project changes, unforeseen circumstances, or Project performance result in changes to the risks and impacts during Project implementation, the MoF shall provide additional funds, if needed, to implement actions and measures to address such risks and impacts, which may include, for example, environmental, health, and safety impacts, labor influx, gender-based violence.

Acronyms used in the ESCP:

- | | |
|---|--------------------------------------|
| - AFD: Agence Française de Développement | - LBA: Labour-Based Approach |
| - AP : Affected People | - LMP: Labour Management Plan |
| - CB: Capacity Building | - LRP: Livelihoods Restoration Plan |
| - ESCP: Environmental and Social Commitment Plan | - MPW: Ministry of Public Works |
| - ESHS: Environment, Social, Health and Safety | - PIU: Project Implementation Unit |
| - ESIA-ESMP: Environmental and Social Impact Assessment –
Environmental and Social Management Plan | - RPF: Resettlement Policy Framework |
| - ESMF: Environmental and Social Management Framework | - RAP: Resettlement Action Plan |
| - E&S: Environmental & Social | - RDB: Rwanda Development Board |
| - GAP: Gender Action Plan | - SEP: Stakeholder Engagement Plan |
| - GBV: Gender Based Violence | - SMU: Social Management Unit |
| - ILO: International Labour Organization | - TA: Technical Assistant |

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
Preamble					
ESCP Monitoring	The E&S monitoring report template which will be used throughout the project lifetime with AFD, is validated	CoK / SPIU and AFD	/	One (1) month after the signature of the financial agreement	Project owner and AFD approve the E&S monitoring report template
	Based on the validated template, the E&S monitoring report is submitted to AFD every 6 months during the work construction phase and then every year	CoK / SPIU	Project Budget	Every 6 months during the work construction phase and then every year throughout the whole project process. It shall be part of the project reporting documents described in the CFA.	AFD receives and approves the bi-annual E&S monitoring report during the construction phase and then the annual E&S monitoring report
Notification of incidents and accidents	Any severe accident related to the Project which has, or is likely to have, a significant adverse effect on the environment and/or on the affected communities, the public or Project workers, should be notify to AFD within 48 hours by PIU. In parallel, PIU has 5 days to provide sufficient details regarding the accident, indicating immediate measures taken or that are planned to be taken to address it, and any information provided by any contractor and supervising entity, as appropriate. All the other incidents and accidents at project sites that may have significant negative effects on the environment, local populations and workers are notified internally and reported in the E&S monitoring report transmitted to AFD	CoK / SPIU	Project Budget	Throughout the whole project process	In the event of a severe accident, AFD is alerted by email / telephone within 48 hours and a specific report is sent within 5 days The other incidents / accidents are reported in the E&S monitoring report transmitted to AFD
Evaluation of gentrification risks in informal settlement upgrading	The CoK / MININFRA shall launch an evaluation report to evaluate the risk of gentrification in settlement upgrading projects for Kigali (KISUP, RUDP, etc...)	CoK/ SPIU MININFRA	Project Budget (Grant)	Last year of project implementation	The evaluation report is shared to MININFRA and Development Partners

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
1. Assessment and Management of Environmental and Social Risks and Impacts					
1.1 E&S Organizational capacity & Commitment	SPIU prepares job descriptions for E&S managers within the SPIU, then recruits and/or names: - An environmental specialist, - A social safeguards specialist (with a focus on involuntary resettlement). - A grievance redress committee for each neighbourhood - A HSE expert as part of the DCS consultants ➔ <i>Comment: These officers will be responsible for E&S management (E&S training, E&S diligences supervision, stakeholders engagement and community relationship, grievance management, follow up and reporting)</i>	CoK / SPIU	Project Budget	Before the signature of the first consultancy contracts	AFD approves the job description and the E&S CV of the SPIU
	Based on the different stakeholder's capacity analysis (including SPIU, grievance redress committees, operator, contractors, ,), the E&S managers of the SPIU design and implement a capacity building / training program on E&S to ensure the E&S diligences implementation and monitoring-evaluation at all the level	CoK/ SPIU	Project Budget	Before the construction works begin	E&S CB / training program is validated by the project owner / SPIU and AFD The actions taken for E&S CB / training are listed in E&S monitoring report transmitted to AFD (with sex-disaggregated data's)
1.2 E&S risks management	The report "ESMF" must be used as the E&S reference throughout the project for the preparation and implementation of subsequent detailed E&S diligences (ESIA-ESMP, and other) ➔ <i>Comment: All the principles of the ESMF will also apply to the pilot subprojects, including: (i) the urban fabric, (ii) the housing upgrading pilot project, (iii) the phyto-purification treatment solutions for drained water</i>	CoK/ SPIU And all project's stakeholders	Project Budget	Application of the ESMF throughout the whole project process	Conformity of the project with the ESMF is assessed and the result is noted in the E&S monitoring report transmitted to AFD

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
	Based on the ESMF, SPIU will: - Verify the E&S screening of the each subproject / lot (depending on the work construction tendering), - With the support of E&S experts, develop specific detailed E&S diligences (site-specific IA, ESIA-ESMP, etc.) for each subproject / lot, and - Obtain the necessary permits and authorizations from relevant national authorities and agencies → <i>Comment: The same approach will be applied for the pilot subprojects</i>	CoK/ SPIU E&S consultant	Project Budget	Elaboration: at the same time that the detailed design. Approbation : later two (2) months after its elaboration but before the work construction tendering Implementation: throughout the whole project process	SPIU and RDB (if required) approves all detailed E&S diligences AFD approves the detailed E&S diligences only for risky subprojects / lots
1.3 E&S requirements for work construction	Appropriate detailed E&S diligences (in particular ESMP) are incorporated in tendering documentation for enterprises and sub-contractors mobilized on the project	CoK / SPIU design & construction supervision (DCS) consultant, E&S consultant	Project Budget	During the work construction tendering elaboration of each sub-project/infrastructure drawdown	The detailed E&S diligences are incorporate in every work construction tendering documentation
	All tendering documents for work construction include ESHS Specifications, which have been selected by operator and TA consultant according to the AFD's standard model of the <i>Bidding Documents for Procurement of Work</i>. For risky subprojects / lots, the bid evaluation grid for contractors include criteria for compliance with the ESHS requirements → <i>Comment: For risky subprojects / lots, technical proposals from contractors shall comprise an ESHS methodology. If a technical proposal doesn't include an ESHS methodology, the bidding must be rejected</i>	CoK / SPIU DCS consultants, E&S consultants	Project Budget	During the work construction tendering elaboration of each sub-project/infrastructure drawdown	ESHS Specifications are included in every work construction tendering documentation SPIU and AFD deliver a Non objection Letter on the laureate enterprise

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
	For risky subprojects / lots, lead contractors and subcontractors in charge of work construction must: - Name a HSE responsible on site to guarantee the detailed E&S diligences implementation and safety conditions for employees - Based on the detailed E&S diligences, produce: (i) a Contractor-ESMP specific to the Work construction, (ii) monthly monitoring report concerning the Contractor-ESMP implementation	Lead contractors and subcontractors	Project Budget	HSE responsible: From the work construction tendering step to the achievement of the work construction Specific ESMP work construction: defined before the work construction begin and implemented throughout the work construction	SPIU and AFD deliver a Non objection Letter on the laureate enterprise An ESMP specific to the work construction is produced and approved by the DCS consultants (the "Engineer") Lead contractors and subcontractors transmit to the operator monthly monitoring reports of ESMP work construction implementation SPIU precises in the E&S monitoring report transmitted to AFD the compliance of the work construction with the Contractor-ESMP and ESMP (including the list of the no-conformity cases)
2. Labor and Working Conditions for labour intensive work (LIW) activities –					
2.1 Terms and Conditions of Employment	The TA develops a Labour Management Plan (LMP). The LMP will define the terms and conditions for employment. It will also include: - A strategy to promote equal opportunities for local population, especially women and vulnerable people - A guideline for developing a Labour-Based Approach within the project that covers the step of recruitment, contracting and work	CoK / SPIU TA participatory process And UFI Operator	Project Budget	Elaboration: before the work construction tendering Approbation : later one (1) months after its elaboration but still before the work construction tendering Implementation: throughout the whole project process	Project owner / SPIU and AFD approve the LMP

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
	All work contracts signed as part of the project (including Labour-Based Approach contract) should: - Be compliant and refer to national regulations, core ILO conventions and those ratified by Rwanda in all kind of contracts, - At least include information about: at least information about: (i) type of contract, main activities, hierarchy, (ii) worked hours by day, (iii) pay (by hours or day) and payment modalities, (iv) appropriate safety and sanitary equipment and training on the safety rules to be had on sites, (v) access to the grievance and Gender based violence mechanism	CoK / SPIU, And any other stakeholders involved in the project	Project Budget	Throughout the whole project process	All contracts signed as part of the project are compliant and registered
2.2 Occupational Health and Safety	Lead contractors and subcontractors provide: - Health prevention and response measures in particular in the context of COVID-19, - Safety equipment according to the type of work construction activities	Lead contractors and subcontractors	Project Budget	During the work construction phase	Health prevention and response measures and safety equipment are provided on each site of work construction
	For risky subprojects / lots, the HSE responsible organizes training of employees (whatever their working contract) before work construction begin and during the whole construction phase on E&S items	Lead contractors and subcontractors	Project Budget	During the work construction phase	The list of training organized, by precisising the number of participants (with sex-disaggregated data's) and the date, is indicated in the E&S reporting done to the operator
3. Resource Efficiency and Pollution Prevention and Management					
3.1 Soil pollution	All the measures relative to the resource efficiency and pollution prevention and management, which are defined in the ESMF, ESMP and Contractor-ESMP, are applied.	SPIU or PIU, Lead contractors and subcontractors E&S consultants And any other stakeholders involved in the project	Project Budget	Throughout the whole project process	Implementation of the Contractor-ESMP is regulatory monitor. Lead contractors and subcontractors transmit to the operator and PIU the internal E&S monitoring results SPIU precises in the E&S monitoring report transmitted to AFD the compliance of the work construction with the Contractor-ESMP and ESMP
3.2 Energy Saving					
3.3 Water Use					
3.4 Raw Material Use					
3.5 Air Pollution					

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
3.6 Management of Hazardous and Non-hazardous Wastes					(including the list of the no-conformity cases)
3.7 Management of Chemicals and Hazardous Materials					
4. Community Health and Safety					
4.1 Safety in and around Work sites	All the measures relative to the community health and safety, which are defined in the ESMF, ESMP and Contractor-ESMP, are applied.	SPIU, E&S consultants Lead contractors and subcontractors And any other stakeholders involved in the project	Project Budget	Throughout the whole project process	Implementation of the Contractor-ESMP is regulatory monitor. Lead contractors and subcontractors transmit to the operator and PIU the internal E&S monitoring results SPIU precises in the E&S monitoring report transmitted to AFD the compliance of the work construction with the Contractor-ESMP and ESMP (including the list of the no-conformity cases)
4.2 Traffic and Road Safety					
5. Land Acquisition, Restrictions on Land Use and Involuntary Resettlement					
5.1 Budget securization for Involuntary resettlement	The MINECOFIN takes all the administrative dispositions to secure and then mobilize the funds necessary for the involuntary resettlement as precised in the future RAP	SPIU / MINECOFIN	Government Budget	Securing funds: as soon the RAP are approved Mobilization of the funds: during the RAP implementation	The funds for involuntary resettlement are secured and the mobilized All Affected People falling within the needed zone (land) based on project phases or lots received their compensation before the beginning of the work construction

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
5.2 Involuntary Resettlement Process (physical and economic)	The report "RPF" must be used as the resettlement reference throughout the project for preparing and implementing the further RAP → <i>Comment: All the principles of the RPF will also apply to the pilot subprojects (if they induce involuntary resettlement), including: (i) the urban fabric, (ii) the housing upgrading pilot project, (iii) the phyto-purification treatment solutions for drained water</i>	CoK/ SPIU And all project's stakeholders	Project Budget	Application of the RPF throughout the whole project process	Conformity of the project with the RPF is assessed and the result is noted in the E&S monitoring report transmitted to AFD
	Once the detailed technical studies / final design of each subproject / lot are achieved, and based on the RPF, resettlement expert will develop RAP for each subproject / lot (depending on the work construction tendering) which induce resettlement and implement them	CoK / SPIU Local authorities UFI Operator	RAP / LRP elaboration: Project Budget RAP / LRP implementation: Government	Elaboration: as soon as the final design of each subproject / lot is achieved Approbation : later two (2) months after its elaboration Implementation and achievement: before the beginning of work construction work for each subproject / lot	Project owner / SPIU and AFD approve the RAP RAP are implemented and regularly monitored by Project owner / SPIU. A synthesis of the resettlement progress is provided in the E&S monitoring report transmitted to AFD
5.3 Reporting	Once the resettlement process is achieved for each subprojects / lots, a RAP achievement report is elaborated and transmitted to AFD → <i>In case the report on the RAP implementation is not deemed satisfactory, AFD reserves the right to request an audit on the project funds.</i>	CoK / SPIU E&S consultants	Project Budget	Elaboration: one (1) month after the end of resettlement process of each subproject / lot	AFD approves the RAP achievement report
6. Biodiversity Conservation and Sustainable Management of Living Natural Resources					

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
6.1 Biodiversity and living natural resources	All the measures relative to the biodiversity and living natural resources, which are defined in the ESMF, ESMP and Contractor-ESMP, are applied.	SPIU, Lead contractors and subcontractors E&S consultants And any other stakeholders involved in the project	Project Budget	Throughout the whole project process	Implementation of the Contractor-ESMP is regulatory monitor. Lead contractors and subcontractors transmit to the operator and SPIU the internal E&S monitoring results SPIU precises in the E&S monitoring report transmitted to AFD the compliance of the work construction with the Contractor-ESMP and ESMP (including the list of the no-conformity cases)
7. Cultural Heritage					
7.1 Chance discoveries	In case of archeological and/or cultural heritage discoveries, the work construction is stopped and the public authorities competent in the matter is alerted to know what are the appropriate measures to conduct	CoK / SPIU, Lead contractors and subcontractors	Lead contractors, subcontractors and Local Authorities	During the construction phase	Local Authorities and AFD are informed within 48 hours in case of chance discovery Heritage discoveries are listed in the E&S monitoring report transmitted to AFD
8. Stakeholder Engagement and Information Disclosure					
8.1 Stakeholder Engagement Plan	The stakeholder engagement measures described in the ESMF (including the information disclosure and GRM) is reinforced and supplemented by the PIU at each subsequent stage of the project to take into account the evolutions of the project, the newly identified actors as well as the feedback from the actors <i>→ Comment: The SEP is an evolving operational tool which should be updated according to the project life but by always integrating every stakeholders in an inclusive and participatory approach</i>	CoK / SPIU	Project Budget	Throughout the whole project process	Stakeholder engagement evolved according to the project evolution

Theme	Expected Action	Resources & Responsibilities	Funding sources	Calendar: Conception & Implementation	Indicators of achievement
8.2 Grievance monitoring and reporting	Grievance Redress Mechanism (GRM) is developed during ESIA study Grievance redress committees are established and trained on grievance resolution. All the complaints are registered, classified by category and emergency, monitored thanks to an informatics sheet	CoK / SPIU	Project Budget	Throughout the whole project process	AFD is informed within 6 days for any severe complaint An informatics sheet is created to register and monitor every E&S complaint on the project A synthesis of the different complaints is transmitted to AFD as part of the E&S monitoring report
8. Gender Promotion					
8.1 Gender representation	Citizen participation mechanisms strengthen the inclusion of women in decision-making (+30% of members are women in the different committees) and leadership (one of the three positions of responsibility is granted to a woman)	CoK / SPIU TA participatory process	Project Budget	Throughout the whole project process	Project owner / PIU approve the list of the committees
8.2 Gender Action Plan	The GAP must be used as the gender and vulnerable reference throughout the project → <i>Comment: The GAP is an evolving operational tool which should be updated according to the project life but by always integrating every stakeholders in an inclusive and participatory approach</i>	CoK/ SPIU TA participatory process/ Gender	Project Budget	Elaboration: at the same time that the detailed design. Approbation : one (1) month after its elaboration but before the work construction tendering Implementation: throughout the whole project process	Project owner / PIU and AFD approve the GAP A synthesis of the GAP implementation is included in the E&S monitoring report transmitted to AFD (but highlighting the strengths and weaknesses)

Schedule 6 - Error! Reference source not found. of the project' indicators

Objectives & outputs	Results chain	Indicator ³	Unit of measure	Baseline (value & year)	Target (value & year)	Comments and reference to methodology used, where necessary	Source of data
Impact (Overall objective) - to improve the quality of life of low-income households living in 2 unplanned settlements of Kigali (Kagugu and Rwezamenyo)	<i>Impact</i> Eradication of poverty	Proportion of population below the international poverty line by sex, age, employment status and geographic location (urban/rural)		NOT for impact	NOT for impact	SDG 1.1.1 GERF 1.23	National institute of statistics - Rwanda (NISR)
Outcome(s) (Specific objectives) - to improve access to urban services in the two unplanned settlements (water, stormwater, roads	<i>Outcome 1 (Urban mandatory)</i> Increased access to climate resilient urban infrastructures and services	Number of people benefitting from upgraded urban areas disaggregated by sex and age where relevant (People provided with improved urban living by gender and age)	Number	0 (2023)	40,000 (2029)		Annual progress reports and or final implementation report and or ex-post evaluations of the project

³ All indicators refer to a number of people will be segregated by gender

Objectives & outputs	Results chain	Indicator ³	Unit of measure	Baseline (value & year)	Target (value & year)	Comments and reference to methodology used, where necessary	Source of data
access, and socio-economic facilities)	<i>Outcome 2 (Cross-sector mandatory)</i> Employment indirectly supported	Number of indirect FTE jobs supported disaggregated by sex, age, disability and country/region whenever possible	Number	0 (2023)	150 (2029)		Annual progress reports and or final implementation report and or Mid-term and ex-post evaluations of the project
- To build neighbourhood resilience to climate change and natural disasters through the promotion of nature-based solutions and community disaster risk reduction plans. - to enhance the socio-economic inclusion of both neighbourhoods with the support of	<i>Outcome 3 (Urban mandatory)</i> Strengthened capacities at urban level for adaptation/disaster preparedness/resilience	Number of people benefitting from disaster risk reduction measures (disaggregated by sex, age, etc.)	Number	0 (2023)	40,000 (2029)		Annual progress reports and or final implementation report and or Mid-term and ex-post evaluations of the project
	<i>Outcome 4 (Transport mandatory)</i> Increased connectivity for people and goods	Average annual daily traffic on new or upgraded roads (users disaggregated by sex and age)	"AADT" - Average Annual Daily Traffic	0 (2023)	80,000 (2029)	Number of residents (40,000) x 2 trips/day	Mid-term and Ex-post project evaluations of the project
		Number of people with access to all season roads (disaggregated by sex, age, etc.)	Number	0 (2023)	40,000 (2029)	Access to public transport facility	Ex-post project evaluation HH survey

Objectives & outputs	Results chain	Indicator ³	Unit of measure	Baseline (value & year)	Target (value & year)	Comments and reference to methodology used, where necessary	Source of data
housing upgrading projects and the management of socio-economic facilities						(>500 m) and improved footpath (>50m)	
	<i>Outcome 5 (Housing mandatory)</i> Increased access to social and/or green housing services	Number of people benefitting from resilient housing conditions in urban areas, disaggregated by sex and age where relevant	Number	0 (2023)	450 (2029)	Nbr of housing unit rehabilitated x number of people per households	Annual progress reports and or final implementation report
Outputs - to build the capacity of national stakeholders for implementing the housing and urban development policies of the country.	<i>Output 1 (Cross-sector mandatory)</i> Leverage effect	Ratio between the amount of reimbursable finance (by IFIs or other financiers) against EU contribution (e.g. EU Guarantee coverage)	%	0 (2023)	EUR 35 m / EUR 10 m = 3.5x (2029)		Annual progress reports and or final implementation report
	<i>Output 2 (cross-sector mandatory)</i> Multiplier effect	Ratio between the total investment (from IFI, public and private	%	0 (2023)	EUR 56 m / EUR 10 m = 5.6x (2029)		Annual progress reports and or final implementation report

Objectives & outputs	Results chain	Indicator ³	Unit of measure	Baseline (value & year)	Target (value & year)	Comments and reference to methodology used, where necessary	Source of data
		investors) against the EU guarantee coverage					
	<i>Output 3 (Cross-sector mandatory)</i> Employment supported directly	Number of direct FTE jobs supported and/or sustained disaggregated by sex, age, disability and country/region where possible.	Number	0 (2023)	30 (2029)	Number of jobs created to operate new facilities	Annual progress reports and or final implementation report
	<i>Output 4 (Urban mandatory)</i> Improved resilient infrastructures climate urban	Number of urban areas rehabilitated	Ha	0 (2023)	195.55 (2029)	upgraded project area	Annual progress reports and or final implementation report and or ex-post evaluations of the project
		Number of green areas rehabilitated/created (Hectares of new or upgraded green space or playground)	Ha	0 (2023)	2.9 (2029)	Includes the buffer zone	Annual progress reports and or final implementation report mid-term and ex-post evaluations of the project

Objectives & outputs	Results chain	Indicator ³	Unit of measure	Baseline (value & year)	Target (value & year)	Comments and reference to methodology used, where necessary	Source of data
	Output 5 (<i>Transport mandatory</i>) Improved transport and logistics infrastructure/facilities	Lenght of new or upgraded roads	km	0 (2023)	44 (2029)	11km of roads and 33km of pathways	Annual progress reports and or final implementation report and or mid-term and ex-post evaluations of the project
	Output 6 (<i>Urban mandatory</i>) Strengthened urban facilities for adaptation/disaster preparedness/resilience	Length of drainage rehabilitated or created (Lenght of new or upgraded drainage networks)	km	3 (2023)	53 (2029)		Annual progress reports and or final implementation report
	Output 7 (<i>Housing mandatory</i>) Improved social and/or green housing facilities	Number of new and/or refurbished social and affordable and green housing units in urban areas	Number	0 (2023)	150 (2029)		Annual progress reports and or final implementation report and or UFI reporting and Mid-term evaluation
	Output 8 (<i>Cross -Urban mandatory</i>)	Number of people trained in the organisations to be	Number	0 (2025)	50 (2029)	At least 5 people in the 3 sector	Annual progress reports and or final

Objectives & outputs	Results chain	Indicator ³	Unit of measure	Baseline (value & year)	Target (value & year)	Comments and reference to methodology used, where necessary	Source of data
	Strengthened capacities of sector institutions and public/private operators to enable / undertake / manage investments or projects on: sustainable urban development or urban transport or water and sanitation or urban solid waste or climate resilient housing	supported, disaggregated by type of organisation, type of strengthening and by served area (Institutions and committees trained and sustained at the settlements)				administration, and 7 CSO/CBOs involved in the management of new facilities	implementation report
		Number of people trained in the institutions to be supported on NbS, disaster risk reduction, Gender equality and placemaking	Number	0 (2023)	50 (2029)	At least 5 people in the 5 public institutions and 5 private companies	Annual progress reports and or final implementation report

Schedule 7 - Information that the Agency is authorized expressly to disclose on the Agency's Website (notably on its open data platform)

1. Information relating the Project

- Number and name in the Agency's register;
- Description;
- Operating sector;
- Place of implementation;
- Expected Project starting date;
- Deadline for Implementation of the Project; and
- Status of implementation updated on a semi-annual basis.

2. Information relating to the Financing of the Project

- Kind of financing (loan, grant, co-financing, delegated funds);
- Principal amount of the Grant;
- Total amount drawn on annual basis;
- Drawdown amounts planning on a three (3) year-basis; and
- Amount of the Grant which has been drawdown (updated as the implementation of the Project is carried out).

3. Other information

- Transaction information notice attached to this Schedule; and
- The summary of the Project evaluation, as set out in Clause 6.19 "*Project Evaluation*"

Schedule 8 - List of Undertakings applicable to the Beneficiary Financing by the European Union

1. Conflict of Interests

- 1.1. The Beneficiary undertakes to refrain in accordance with its regulations and rules, from any action which may give rise to a conflict of interests.
- 1.2. There is a conflict of interests when the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

2. Data Protection

The Beneficiary undertakes to ensure appropriate protection of personal data. Personal data means any information relating to an identified or identifiable natural person. Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.

3. Communication and Visibility

- 3.1. The Beneficiary undertakes to ensure EU visibility in accordance with the EU guidelines “*Communicating and raising EU visibility: Guidance for external actions - 2022*” as amended by agreement where appropriate.
- 3.2. Unless the Agency or the Commission requests or agrees otherwise, the Beneficiary undertakes to take all appropriate measures to publish the fact that the Project has received funding from the European Union. Information given to the press and to the contractors, as well as related publicity material, official notices, reports and publications shall acknowledge that the Project was carried out “*with funding by the European Union*” and shall display the European Union logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Beneficiary pertaining to the Project, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: “*This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union.*” Such measures shall be carried out in accordance with the Communication and Visibility Manual published by the Commission or with any other guidelines agreed between the Commission and the Agency and shared with the Beneficiary.
- 3.3. If during the implementation of the Project, equipment, vehicles or major supplies are purchased using European Union funds, the Beneficiary shall display appropriate acknowledgment on such vehicles, equipment or major supplies, including the display of the European Union logo (twelve yellow stars on a blue background). Where such display could jeopardise the Beneficiary’s privileges and immunities or the safety of the Beneficiary’s staff, the Beneficiary shall propose appropriate alternative arrangements. The acknowledgment and the European Union logo shall be such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Project as an

activity of the Beneficiary, the ownership of the equipment, vehicles or major supplies by the Beneficiary.

- 3.4. In case the equipment, vehicles or remaining major supplies purchased using European Union funds have not been transferred to local authorities, local beneficiaries or final beneficiaries when submitting the General Implementation Report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the European Union logo) shall continue to apply between the submission of the final report and the end of the Project, if the latter is longer.
- 3.5. Unless otherwise provided for, if disclosure risks threatening the Beneficiary or harming its interests, the Beneficiary agrees that the Commission publishes in any form and medium, including on its internet sites, the name and address of the Beneficiary, the purpose and amount of the European Union contribution.
- 3.6. The Beneficiary shall ensure that reports, publications, press releases and updates relevant to the Project are communicated to the addresses set out in Clause 10.1 (*Written Notices*) when they are issued.
- 3.7. The Agency and the Beneficiary will consult immediately and strive to remedy any detected shortcoming in implementing the visibility requirements set out in this clause and without prejudice to measures the Agency or the European Union may take in case of substantial breach of an obligation.

4. Ownership, Rights to Use Results and Transfer of Equipment

Right to Use

- 4.1. Ownership of the results of the Project is not conferred on the Commission or the Agency. Notwithstanding the provisions subject to Clause 9.8 (*Confidentiality - Disclosure of Information*) of the Agreement, the Beneficiary undertakes to grant, and to ensure that the third party concerned (contractors, such as the Final Beneficiary) grant the Agency and/or the Commission the right to use free of charge those results, including reports and any related documents which are subject to industrial or intellectual property rights.
- 4.2. Where the results mentioned in section 4.1 include pre-existing rights and the Beneficiary cannot warrant the Agency and/or the Commission the right to use such results, the Beneficiary undertakes to inform the Agency and the Commission in writing.

Transfer

- 4.3. The equipment, vehicles and remaining major supplies purchased with the European Union contribution disbursed by the Agency in the the framework of the Project shall be transferred to local authorities, local beneficiaries or final beneficiaries, at the latest when submitting the General Implementation Report.
- 4.4. The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for the verification for the duration and along with the documents mentioned in section 5.2 below.
- 4.5. By way of derogation from section 4.3, the equipment, vehicles and remaining major supplies purchased with the European Union contribution disbursed by the Agency in the framework of the Project which continue after the end of the implementation period may be transferred at the end of the Project. The Beneficiary undertakes to inform the Agency on the use of the equipment, vehicles and remaining major supplies in the General Implementation Report.

5. Accounts and Archiving

Accounting

- 5.1. The Beneficiary shall keep accurate and regular records and accounts of the implementation of the Project. The accounting regulations and rules of the Beneficiary shall apply, provided that these regulations and rules conform to internationally accepted standards. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the regulations and rules of the Beneficiary.

Archiving

- 5.2. For a period of five (5) years from the termination date of this Agreement as set out in Clause 11.1 (*Entry into Force and Duration*) of this Agreement and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (the “**OLAF**”), if notified to the Participant, has been disposed of, the Beneficiary undertakes to keep and make available to the Agency and/or the European Union all relevant financial information in its original form or in the form of a copy relating to the Agreement, the Project and any public contract concluded under the Agreement.

6. Access and financial checks

- 6.1. The Beneficiary allows the Agency, the Commission and the European Court of auditors, or any authorised representatives to conduct desk reviews and on-the-spot checks on the use made of European Union contribution (including procedures for the award of procurement contracts and grants) on the basis of supporting accounting documents and any other documents related to the financing of the Project.
- 6.2. The Beneficiary agrees that OLAF may carry out investigations, including on-the-spot checks, in accordance with the provisions laid down by European Union law for the protection of the financial interests of the European Union against fraud, corruption and any other illegal activity and, where applicable, any administrative cooperation arrangements concluded between OLAF and the Beneficiary anti-fraud bodies.
- 6.3. The Beneficiary agrees that the execution of this Agreement may be subject to review by the European Court of Auditors when the latter carries out an audit of the implementation of the European Union's expenditure by the European Commission. In this case, the Beneficiary provides the European Court of Auditors with access to the information it needs to fulfill its mission.
- 6.4. To that end, the Beneficiary shall provide the Agency, officials of the Commission, OLAF and the European Courts of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Parties shall take all necessary measures to facilitate these checks in accordance with its regulations and rules. The documents and computerised data may include information which the Beneficiary considers confidential in accordance with its own established regulations and rules or as governed by contractual agreement. Such information once provided to the Agency, the Commission, OLAF, the European Courts of Auditors, or any other authorised representatives, shall be treated in accordance with European Union confidentiality rules. Documents must be accessible and filed in a manner permitting checks, the Beneficiary being bound to inform the Agency, the Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where applicable, the Parties may agree to send copies of such documents for a desk review.

6.5. The Agency and/or the Commission shall inform the Beneficiary of the planned on-the-spot missions by agents appointed by the Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.

7. Ex-Post Publication of Information on Providers

7.1. The Beneficiary shall publish, on an annual basis, on its website, the following information on procurement contracts exceeding fifteen thousand euros (EUR 15.000): title of the contract/project, nature and purpose of the contract/project, name and locality of the contractor and amount of the contract/project. The term "locality" shall mean the address for legal persons and the region on NUTS 2⁴ level, or equivalent, for natural persons. This information shall not be published for scholarships paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance of the requirements of confidentiality security and in particular the protection of personal data. Such publication is not mandatory if disclosure of the relevant information may endanger rights and freedoms, as protected by the European Union Fundamental Rights Charter, or to be prejudicial to the commercial interests of contractors or of beneficiaries of the Grant.

7.2. The Beneficiary undertakes to provide the Agency and the Commission with the address of the website where such information can be found and authorises the publication of such address on both the Agency and the Commission's websites.

8. Central Exclusion Database

The Beneficiary undertakes to inform the Agency if, in relation to the implementation of the Project, it has detected a situation of exclusion pursuant to Clause 6.13(c) (*Undertakings with respect to the Financing of the Project by the European Union*) of this Agreement, or it has detected a Fraud and/or an irregularity. The Agency shall inform the Commission of the detected situation. This information may be used by the Commission for the purpose of the Early Detection and Exclusion System. The Beneficiary shall inform the Agency when it becomes aware that transmitted needs to be rectified updated or removed. The Beneficiary shall ensure that the entity concerned is informed that its data was transmitted to the Agency and the Commission and may be included in the Early Detection and Exclusion System and published on the Commission's website. These requirements cease at the end of the implementation period of the Project.

9. Obligations regarding Information and Reporting

- 9.1. Pursuant to Clause 7.1 (*Progress Report*) of this Agreement, the Beneficiary undertakes to provide the Agency with full information on the implementation of the Project by submitting progress report(s) and a General Implementation Report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 9.2. Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Project for the period covered. The report shall describe the implementation of the Project according to the activities envisaged in Schedule 2 (*Description of the Project*) as well as the degree of achievement of its results as measured by corresponding indicators. The report shall be laid out in such a way as to allow monitoring of the objective(s), the means envisaged and employed. The level of detail in any report shall match that of Schedules 2 and 3 of this Agreement.

⁴ Nomenclature of Territorial Units for Statistics, available at: <http://ec.europa.eu/eurostat/ramon> - May 2015

9.3. The progress report(s) shall directly relate to this Agreement and shall at least include:

- a) summary and context of the Project;
- b) actual results: follow up of Project's indicators;
- c) activities carried out during the reporting period;
- d) information on the implementation of the visibility and communication plan and any additional measures taken to identify the European Union as source of financing;
- e) as the case may be, an update of this leverage effect for the entire financings, with respect to the applicable methodology
- f) information on the implementation of the visibility and communication plan and any additional measures taken to identify the European Union as source of financing
- g) information on the implementation costs incurred as well as legal commitments entered into by the Beneficiary during the reporting period;
- h) a summary of controls carried out, and available final audit reports. Where errors and weaknesses in systems were identified, analysis of their nature and extent as well as information on corrective measures taken or planned shall also be provided;
- i) work plan and provisional budget for the following period.

9.4. The General Implementation Report shall include the following points covering the entire period of implementation:

- a) all the information requested in the progress reports except the work plan and provisional budget;
- b) a summary of the Project's receipts, payments received and of the eligible costs incurred. If relevant, details of transfers of equipment, vehicles, and remaining major supplies mentioned in section 3 (*Communication and visibility*) above;
- c) as the case may be, an update of this leverage effect for the entire financings, with respect to the applicable methodology ;
- d) the exact link to the webpage where, according to section 7.1 of this Schedule, information on grant beneficiaries and contractors is available;
- e) If relevant, details of transfers of equipment, vehicles, and remaining major supplies mentioned in section 3 (*Communication and visibility*) of this Schedule.

9.5. Should the Beneficiary be unable to present an implementation report, whether a progress report or the final report, at the latest by the deadline set in Clause 7.1 of this Agreement, he undertakes to inform the Agency in writing of the delay as well as its justification. He undertakes to provide the Agency with a summary of the state of the Project's progress together with, as the case may be, a provisional work plan for the next period. Should the Beneficiary not comply with such information undertaking within two (2) months after the deadline set out in Clause 7.1, the Agency may terminate this Agreement pursuant to its Clause 11, refuse to transfer any outstanding amount and recover any unduly transferred amount.

Schedule 9 - Non-Exhaustive List of Environmental and Social Documents for which the Beneficiary Allows Disclosure in connection with ES Grievance Management Procedures

- E&S Scoping Report
- Environmental and Social Impact Assessment (ESIA)
- Environmental and Social Management Plan (ESMP)
- Environmental and Social Management Framework (ESMF)
- Resettlement Action Plan (RAP)
- Resettlement Policy Framework (RPF)
- Environmental and Social Engagement Plan (ESEP)
- Limited environmental and social assessment
- Limited environmental and social action plan
- Chapter from the environmental and social feasibility study
- Chapters from the environmental and social monitoring reports
- ESEP implementation monitoring reports

Schedule 10 - Biodiversity data sharing

Nature of the data

The biodiversity data covered by the Biodiversity Data Sharing clause of this Agreement are the flora and fauna observation data collected as part of naturalist field inventories dedicated to the Project. These data may result from visual sightings, auditory observations, recordings or even specimen collections.

Each published item of data shall, at the least, include information pertaining to: the type of observation, the taxon's scientific name, the date and location of observation.

Unless the data may be deemed sensitive, observations shall be published using the same location accuracy as that collected in the field.

Data that may be deemed sensitive are, in particular, observations of native fauna and flora whose survival within the local population is threatened due to the intentional removal or destruction of specimens. The data provider shall deliberately downgrade the accuracy of location details for so-called sensitive species. The extent of the downgrading of location details shall be adapted to the species' sensitivity so as to prevent any risk of further pressure on the populations of those species concerned.

Procedures for data sharing

The Project's biodiversity data shall be published using the GBIF's framework www.gbif.org.

Information about the Project in relation with which the data was collected shall be provided in addition to the mandatory metadata required by the GBIF. A short description of the Project followed by the names of the contractors and funders, including the Agency, shall be included.

As to the conditions regarding data use, the data provider must opt for one of the two least restrictive rights levels, that is: the Public Domain (CC0) Licence or the Creative Commons Attribution (CC-BY) Licence.

In addition to this appendix, the Provider and its co-contractors may rely on the Practical Recommendations Guide for the Publication of Biodiversity Data published by the Agency, which can be downloaded at: <https://www.afd.fr/en/ressources/data4nature-practical-recommendations-guide-publishing-primary-biodiversity-data>

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 047/01 ryo ku wa 19/03/2024 ryemeza burundu Amasezerano y'impano hagati ya <i>Agence Française de Développement</i> na Repubulika y'u Rwanda, yerekeranye n'impano ya miliyoni umunani n'ibihumbi magana abiri by'Amayero (EUR 8.200.000) igenewe umushinga wo gutunganya imiturire y'akajagari mu Mujyi wa Kigali, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Gashyantare 2024	Seen to be annexed to Presidential Order n° 047/01 of 19/03/2024 ratifying the Financing Agreement between the <i>Agence Française de Développement</i> and the Republic of Rwanda, relating to the grant of eight million two hundred thousand Euros (EUR 8,200,000) for the upgrading of informal settlements in the City of Kigali Project, signed in Kigali, Rwanda, on 26 February 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 047/01 du 19/03/2024 ratifiant l'Accord de financement entre l'Agence Française de Développement et la République du Rwanda, relatif au don de huit millions deux cent mille Euros (8.200.000 EUR) pour le projet d'amélioration des habitats informels dans la Ville de Kigali, signé à Kigali, au Rwanda, le 26 février 2024
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Kigali, 19/03/2024

(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)

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