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A. Amategeko/Laws/Lois

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INTEKO ISHINGA AMATEGEKO: Umutwe w'Abadepite, mu nama yawo yo ku wa 11 Mutarama 2024 ; Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda cyane cyane mu ngingo zaryo, iya 64 n'iya 168; Imaze gusuzuma Amasezerano y'impano hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'urwego ruyobora Ikigega cyo Gutera Inkunga Gahunda y'Isi yo Guteza Imbere Ubuhinzi n'Ubwihaze mu Biribwa, yerekeranye n'impano ya miliyoni makumyabiri z'Amadorari y'Abanyamerika (20.000.000 USD) igenewe umishinga wa kabiri wo kwagura ubuhinzi burambye n'ubwihaze mu biribwa, yashyiriweho umukono i Kigali mu Rwanda, ku wa 07 Ukuboza 2023; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y'impano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura	THE PARLIAMENT: The Chamber of Deputies, in its sitting of 11 January 2024 ; Pursuant to the Constitution of the Republic of Rwanda especially in Articles 64 and 168; After consideration of the Grant Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as trustee and as a supervising entity of the Global Agriculture and Food Security Program, relating to the grant of twenty million American Dollars (USD 20,000,000) for the second sustainable agricultural intensification and food security project, signed in Kigali, Rwanda, on 07 December 2023; ADOPTS: <u>Article one:</u> Approval for ratification The Grant Agreement between the Republic of Rwanda and the International Bank for	LE PARLEMENT : La Chambre des Députés, en sa séance du 11 janvier 2024 ; Vu la Constitution de la République du Rwanda spécialement en ses articles 64 et 168; Après examen de l'Accord de don entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'administrateur et entité de supervision du Programme mondial pour l'agriculture et la sécurité alimentaire, relatif au don de vingt millions de Dollars Américains (20.000.000 USD) pour le deuxième projet de d'intensification agricole durable et de sécurité alimentaire, signé à Kigali, Rwanda, le 07 décembre 2023 ; ADOpte : <u>Article premier:</u> Approbation pour ratification L'Accord de don entre la République du Rwanda et la Banque Internationale pour la
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Amajyambere nk’urwego ruyobora Ikigega cyo Gutera Inkunga Gahunda y’Isi yo Guteza Imbere Ubuhanzi n’Ubwihaze mu Biribwa, yerekeranye n’impano ya miliyoni makumyabiri z’Amadorari y’Abanyamerika (20.000.000 USD) igenewe umushinga wa kabiri wo kwagura ubuhinzi burambye n’ubwihaze mu biribwa, yashyiriweho umukono i Kigali mu Rwanda, ku wa 07 Ukuboza 2023, 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.	Reconstruction and Development acting as trustee and as a supervising entity of the Global Agriculture and Food Security Program, relating to the grant of twenty million American Dollars (USD 20,000,000) for the second sustainable agricultural intensification and food security project, signed in Kigali, Rwanda, on 07 December 2023, in annex, is approved for ratification. <u>Article 2: Language povision</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.	Reconstruction et le Développement agissant en tant qu'administrateur et entité de supervision du Programme mondial pour l'agriculture et la sécurité alimentaire, relatif au don de vingt millions de Dollars Américains (20.000.000 USD) pour le deuxième projet de d'intensification agricole durable et de sécurité alimentaire, signé à Kigali, Rwanda, le 07 décembre 2023 , 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, 16/02/2024

(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° 026/2024 RYO KU WA 16/02/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUYOBORA IKIGEGA CYO GUTERA INKUNGA GAHUNDA Y'ISI YO GUTEZA IMBERE UBUHINZI N'UBWHAZE MU BIRIBWA, YEREKERANYE N'IMPANO YA MILIYONI MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (20.000.000 USD) IGENEWE UMUSHINGA WA KABIRI WO KWAGURA UBUHINZI BURAMBYE N'UBWHAZE MU BIRIBWA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 UKUBOZA 2023	ANNEX TO LAW N° 026/2024 OF 16/02/2024 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS TRUSTEE AND AS A SUPERVISING ENTITY OF THE GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM, RELATING TO THE GRANT OF TWENTY MILLION AMERICAN DOLLARS (USD 20,000,000) FOR THE SECOND SUSTAINABLE AGRICULTURAL INTENSIFICATION AND FOOD SECURITY PROJECT, SIGNED IN KIGALI, RWANDA, ON 07 DECEMBER 2023	ANNEXE A LA LOI N° 026/2024 DU 16/02/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT EN TANT QU'ADMINISTRATEUR ET ENTITÉ DE SUPERVISION DU PROGRAMME MONDIAL POUR L'AGRICULTURE ET LA SÉCURITÉ ALIMENTAIRE, RELATIF AU DON DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE DEUXIÈME PROJET D'INTENSIFICATION AGRICOLE DURABLE ET DE SÉCURITÉ ALIMENTAIRE, SIGNÉ À KIGALI, RWANDA, LE 07 DÉCEMBRE 2023
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AMASEZERANO Y'IMPANO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUYOBORA IKIGEGA CYO GUTERA INKUNGA GAHUNDA Y'ISI YO GUTEZA IMBERE UBUHINZI N'UBWIIHAZE MU BIRIBWA, YEREKERANYE N'IMPANO YA MILIYONI MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (USD 20.000.000) IGENEWE UMUSHINGA WA KABIRI WO KWAGURA UBUHINZI BURAMBYE N'UBWIIHAZE MU BIRIBWA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 UKUBOZA 2023	GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS TRUSTEE AND AS A SUPERVISING ENTITY OF THE GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM, RELATING TO THE GRANT OF TWENTY MILLION UNITED STATES DOLLARS (USD 20,000,000) FOR THE SECOND SUSTAINABLE AGRICULTURAL INTENSIFICATION AND FOOD SECURITY PROJECT, SIGNED IN KIGALI, RWANDA, ON 07 DECEMBER 2023	ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT EN TANT QU'ADMINISTRATEUR ET ENTITÉ DE SUPERVISION DU PROGRAMME MONDIAL POUR L'AGRICULTURE ET LA SÉCURITÉ ALIMENTAIRE, RELATIF AU DON DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE DEUXIÈME PROJET D'INTENSIFICATION AGRICOLE DURABLE ET DE SÉCURITÉ ALIMENTAIRE, SIGNÉ À KIGALI, AU RWANDA, LE 07 DÉCEMBRE 2023
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GAFSP GRANT NUMBER TF-C3231

***Global Agriculture and Food
Security Program
Grant Agreement***

(Second Sustainable Agricultural Intensification and Food Security Project)

between

REPUBLIC OF RWANDA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

**(acting as Trustee and as a Supervising Entity of the Global Agriculture and Food
Security Program)**

GAFSP GRANT NUMBER TF-C3231

GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM

GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF RWANDA (“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”), acting as Trustee and as a Supervising Entity of the Global Agriculture and Food Security Program. The Recipient and the Bank hereby agree as follows:

Article I — Standard Conditions; Definitions

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix this Agreement.

Article II — The Project

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project and cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article II of the Standard Conditions, Schedule 2 to this Agreement and the Project Agreement.

Article III — The Grant

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed twenty million United States Dollars (\$20,000,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV — Additional Remedies

- 4.01. The Additional Events of Suspension consist of the following, namely that the RAB Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under its Project Agreement.
- 4.02. The Additional Events of Acceleration consist of the following, namely, that any of the events specified in section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Bank to the Recipient.

Article V — Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:
 - (a) the execution and delivery of this Agreement on behalf of the Recipient and the Project Agreement on behalf of the Project Implementing Entity have been duly authorized or ratified by all necessary governmental and corporate action;
 - (b) the Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity;
 - (c) the Recipient has prepared and adopted the Project Implementation Manual (except the Matching Grant's Manual Annex) in form and substance acceptable to the Association;
 - (d) the Recipient has adopted the disclosed Environmental and Social Management Framework, including EHS and SEA/SH, the Labour Management Procedures, the Resettlement Policy Framework and the Stakeholder Engagement Plan in form and substance acceptable to the Association; and
 - (e) the Recipient through the Project Implementing Entity has recruited or appointed to the RAB-SPIU an environmental safeguards specialist and a social safeguards specialist, with experience, qualifications, and under terms of reference acceptable to the Association, and in accordance with the Procurement Regulations.

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

Article VI — Recipient’s Representative; Addresses

- 6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.

6.02. For purposes of Section 7.01 of the Standard Conditions:

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

info@minecofin.gov.rw

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

(a) the Bank's address is:

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

(b) the Bank's Electronic address is:

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

AGREED as of the Signature Date.

REPULIC OF RWANDA

By

Honorable Dr. Uzziel Ndagijimana

Authorized Representative

Name: Honorable Dr. Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 07-Dec-2023

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
acting as Trustee and as a Supervising Entity of the Global
Agriculture and Food Security Program**

By

Sahr Kpundeh

Authorized Representative

Name: Sahr Kpundeh

Title: Country Manager, World Bank, Rwanda

Date: 07-Dec-2023

SCHEDULE 1

Project Description

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

The Project consists of the following parts:

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

- 1.1. Strengthen institutional and entrepreneurial capacity of selected farmer organizations for improved agricultural productivity.
- 1.2. Supporting agricultural productivity enhancement including through: (i) development of model farms to promote the use of agricultural inputs; (ii) providing Matching Grants and technical assistance to agribusiness SMEs and individual commercial farmers and producer organizations for seeds production; (iii) provision of Matching Grants for investments in on-farm mechanization across value chains; (iv) promoting awareness and capacity building for farmers and producer organizations to access available agriculture finance and agriculture insurance products in Rwanda; and (v) provision of Matching Grants to finance protected agriculture.
- 1.3. Carry out activities and campaigns aimed at improving nutrition outcomes at household level including by (i) facilitating access to planting materials of diverse plant-based food, including bio-fortified crops, mushrooms and fruits; and (ii) ensuring availability of animal protein for household consumption through backyard poultry farming.

Part 2: Irrigation and Water Use Efficiency

- 2.1. Supporting climate smart and efficient irrigation interventions including through (i) facilitating access to affordable and sustainable irrigation technologies; (ii) provision of Matching Grants for small-scale irrigation equipment; and (iii) financing the improvement of the Small-Scale Irrigation Technologies (SSITs) Development Program.
- 2.2. Strengthening irrigation management capacity including through (i) financing on-farm training in the handling, assembling, and proper use of different irrigation equipment, and (ii) facilitating the establishment of new WUAs for farmers applying for Small-Scale Irrigation Technologies in groups

Part 3: Market Linkages and Value Addition Investment Support

- 3.1 Carry out activities aimed at supporting capacity building of farmer organizations to foster market linkages.
- 3.2 Financing investment support to market linkages including through provision of Matching Grants for eligible investments outlined in the PIM.

Part 4: Project Management and Technical Assistance

- 4.1 Supporting Project management including by financing (i) project staffing, their coordination and training, (ii) Project monitoring and evaluation activities, (iii) communication, and (iv) environmental and social risk management of Project activities including the grievance redress system.
- 4.2 Support knowledge management and dissemination including through (i) development and dissemination of knowledge products, and (ii) organizing and facilitating the exchange of knowledge and experiences between relevant stakeholders.
- 4.3 Provision of technical assistance to improve project performance, incorporate best agriculture and household level nutrition improvement practices, integrate farming as a business practice in extension services, and document lessons learned.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Project Steering Committee (PSC)

- (a) The Recipient shall maintain throughout the period of implementation of the Project, a Project steering committee (the “Project Steering Committee” or “PSC”) with adequate resources, composition and hierarchic level of membership, in the views of the Bank, for the purpose of, among other things, providing strategic guidance for the implementation of the Project, and approving Annual Work Plans and Budgets and Project Reports.
- (b) Without limitation to the provisions of Section I.A.1(a) of this Schedule, the PSC shall be chaired by the permanent secretary of MINAGRI and include representatives of the ministries and agencies involved in the implementation of the Project, as well as private sector and other stakeholders’ representatives. The PSC shall be supported by the RAB-SPIU acting as the secretariat of the PSC.

2. Rwanda Agriculture and Animal Resources Development Board (RAB)

RAB-Single Project Implementing Unit

The Recipient shall ensure that the Project Implementing Entity shall maintain, throughout Project implementation, the Single Project Implementation Unit (“RAB-SPIU”), led by a Project coordinator and composed of key staff, with qualifications and under terms of reference acceptable to the Bank, including staff responsible for procurement, financial management, social and environmental matters, and any other staff as may be agreed with the Bank, and as further detailed in the PIM. The RAB-SPIU shall be responsible for overall day-to-day Project implementation, including, *inter alia*, ensuring coordination with key stakeholders, managing the Project’s fiduciary and environmental and social aspects (including gender, labor and health and safety aspects), and monitoring and evaluation of Project implementation, as further detailed in the PIM.

B. Implementation Arrangements

1. Project Implementation Manual

- (a) The Recipient shall carry out the Project in accordance with the Project Implementation Manual, satisfactory to the Bank. Said Project Implementation Manual, consisting of: (i) a manual providing details of arrangements and procedures for the implementation of the Project, including: (A) capacity building activities for sustained achievement of the Project's objective; (B) procurement, financial management (including audit) and disbursement arrangements; (C) institutional administration, coordination and day-to-day execution of Project activities; (D) monitoring, evaluation, reporting, information, education and communication arrangements of Project activities; and (E) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; (ii) detailed policies and procedures for Matching Grants(the Matching Grants Manual annex); and (iii) the modalities for handling personal data (*i.e.*, updating personal data collection and processing) in accordance with good international practice.
- (b) The Recipient shall afford the Bank a reasonable opportunity to exchange views with the Recipient on said Project implementation manual, and thereafter, shall adopt such Project implementation manual, as shall have been approved by the Bank ("Project Implementation Manual").
- (c) The Recipient shall ensure that the Project is carried out in accordance with the Project Implementation Manual; provided, however, that in case of any conflict between the provisions of the Project Implementation Manual, on the one hand, and those of this Agreement, on the other, the provisions of this Agreement shall prevail.
- (d) The Recipient shall not amend or waive any provisions of the Project Implementation Manual without the prior written agreement of the Bank.

2. Annual Work Plan and Budget

- (a) The Recipient shall prepare and furnish to the Bank not later than May 31 of each Fiscal Year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed sources of financing.
- (b) Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (i) the type of

Training; (ii) the purpose of the Training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the Training; (v) the location and duration of the Training; and (vi) the cost of the Training.

- (c) The Recipient shall afford the Bank a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Bank (“Annual Work Plan and Budget”).
- (d) The Recipient shall not make or allow to be made any changes to the approved Annual Work Plan without prior approval in writing by the Association.

C. Subsidiary Agreement

- 1. To facilitate the carrying out of the Project, the Recipient shall make part of the proceeds of the Grant allocated from time to time to Categories 1, 2 and 3 of the Disbursement Table available to the RAB under a subsidiary agreement between the Recipient and RAB (the “Subsidiary Agreement”), under terms and conditions approved by the Bank.
- 2. The Subsidiary Agreement shall be entered into under terms and conditions approved by the Bank which shall include:
 - (a) the amount of the Grant made available under the Subsidiary Agreement as a subsidiary grant (as applicable).
 - (b) the subsidiary grant shall be denominated in Dollars.
 - (c) the obligation of the Project Implementing Entity to: (i) carry out the respective parts of Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient; (ii) provide, promptly as needed, the resources required for the purpose of carrying out the respective parts of Project; (iii) procure the goods, works, non-consulting services and consultants’ services to be financed out of the Subsidiary Grant in accordance with the provisions of this Agreement; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the respective parts of the Project and the achievement of its objectives; (v) (A) maintain a financial management

system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related the respective parts of the Project; and (B) have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Recipient and the Bank; (vi) enable the Recipient and the Bank to inspect the respective parts Project, its operation and any relevant records and documents; and (vii) prepare and furnish to the Recipient and the Bank all such information as the Recipient or the Bank shall reasonably request relating to the foregoing; and

(d) the right of the Recipient to take remedial actions against the Project Implementing Entity, in case the Project Implementing Entity shall have failed to comply with any of its obligations under the Subsidiary Agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all of any part of the proceeds of the financing transferred to the Project Implementing Entity pursuant to the Subsidiary Agreement.

3. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any of the Subsidiary Agreement or any of their provisions.
4. In the event of any conflict between the provisions of any of the Subsidiary Agreements and those of this Agreement, the latter shall prevail.

D. Matching Grants

1. For purposes of the implementation of Parts 1.2(ii) (iii)(v), 2.1(ii) and 3.2 of the Project, the Recipient shall cause the Project Implementing Entity to make matching grants (“Matching Grants”) for Sub-projects to beneficiaries (“Matching Grants Beneficiaries”) in accordance with eligibility criteria and procedures set forth in the manual for Matching Grants (“Matching Grants Manual”) annexed to the PIM and acceptable to the Bank which shall include the following:
 - (a) (i) prior to the implementation of any activity under Parts 1.2(ii) (iii)(v), 2.1(ii) and 3.2 prepare and adopt the Matching Grants Manual in a manner acceptable to the Bank; (ii) immediately thereafter, carry out Parts 1.2(ii), (iii) (v), 2.1(ii) and 3.2 of the Project in accordance with the requirements set forth in the Matching Grants Manual, including eligibility criteria, selection procedures and implementation condition; and (iii) not assign,

amend, abrogate or waive any provision of the Matching Grants Manual without prior written approval of the Bank. In case of any conflict between the terms of the Matching Grants Manual and those of this Agreement, the terms of this Agreement shall prevail; and

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

of the failure of the Matching Grants Beneficiary to perform any of its obligations under the Matching Grants Agreement.

2. The Recipient shall cause the Project Implementing Entity to exercise its rights and carry out its obligations under each Matching Grants Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Matching Grants Agreement or any of its provisions.

E. Environmental and Social Standards.

1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the

environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
- 6. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than one month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Grant Proceeds**A. General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (Inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs under the Project except for Parts 1.2(ii) (iii)(v), 2.1(ii) and 3.2 and 4.3	9,958,000	100%
(2) Matching Grants under Parts 1.2(ii) (iii) (v), 2.1(ii) and 3.2 of the Project	9,542,000	100%
(3) Training under Part 4.3 of the Project	500,000	100%
TOTAL AMOUNT	20,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date;
 - (b) under Category 2, unless and until the Recipient has prepared and adopted the Matching Grant's Manual (annexed to the PIM) in form and substance acceptable to the Bank; and
 - (c) under Category 3 unless and until the Service Agreement has been executed and delivered to the Bank in a manner satisfactory to the Bank.
2. The Closing Date is December 31, 2026.

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011, and as of July 1, 2016.
2. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
3. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 8, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
4. “Environmental and Social Management Framework” means the Recipients environmental and social management framework referred to in the ESCP.
5. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
6. “FAO” means Food and Agriculture Organization of the United Nations.

7. “Gender Action Plan” means the Recipient’s gender action plan referred to in part 1.2(3) of the ESCP.
8. “Labor Management Procedures” means the Recipient’s procedures on labor management referred to in part 2.1 of the ESCP.
9. “Matching Grant” means a grant to be provided to each Matching Grant Beneficiary from the proceeds of the Grant for the purposes of carrying out activities under Parts 1.2(ii), (iii) (v), 2.1(ii) and 3.2 of the Project; and Matching Grants means many such grants.
10. “Matching Grants Agreement” means the agreement to be entered into between the Project Implementing Entity and each Matching Grant Beneficiary for the provision of a Matching Grant, and referred to in Section I.D of Schedule 2 to this Agreement.
11. “Matching Grants Beneficiary” means each men, women and youth in rural households in the Recipient’s territory selected in accordance with the criteria and procedures established in the Matching Grants Manual, which will benefit from the provision of Matching Grants under Parts 1.2(ii), (iii) (v), 2.1(ii) and 3.2 of the Project.
12. “Matching Grants Manual” means the manual setting forth the eligibility criteria, selection process of Matching Grant Beneficiaries and activities to be financed under Parts 1.2(ii), (iii) (v), 2.1(ii) and 3.2 of the Project (including a negative list of activities) annexed to the PIM.
13. “MINAGRI” means the Recipient’s ministry in charge of agriculture or any successor thereto.
14. “MINECOFIN” the Recipient’s ministry in charge of finance or any successor thereto.
15. “Operating Costs” means the incremental expenses incurred on account of Project implementation, including office rental fees, equipment maintenance, office maintenance and administration costs, utilities, communication and insurance costs, vehicle operation and maintenance, travel, *per diem*, salaries of locally contracted employees but excluding salaries of officials of the Recipient's civil service.
16. “Pest Management Plan” means the Recipient’s pest management plan referred to in section 1.2(3) of the ESCP.
17. “Project Steering Committee” or “PSC” means the committee to be established by the Recipient in accordance with the provisions of Section I.A.1 of Schedule 2 to this Agreement.

18. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
19. “Project Agreement” means the agreement between the Bank and the Project Implementing Entity relating to the implementation of all or part of the Project, as such agreement may be amended from time to time. “Project Agreement” includes the Standard Conditions as applied to the Project Agreement, and all appendices, schedules and agreements supplemental to the Project Agreement.
20. “Project Areas” means the Districts of Rwamagana, Kayonza, Gatsibo, Ngoma, Nyanza, Rulindo, Karongi, Rutsiro, Nyabihu, Kamonyi, Huye, Ruhango, Muhanga, Gisagara, Nyamagabe, Bugesera, Rusizi, Nyagatare, Kirehe and Ngororero
21. “Project Implementing Entity” means RAB.
22. “Project Implementation Manual” or “PIM” means the manual referred to in Section I.B(1) of this Agreement.
23. “Project Steering Committee” or “PSC” means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
24. “RAB- SPIU” means the Single Project Implementation Unit, located under the RAB’s Office of the Director General and composed of key staff for the coordination of various projects, including staff responsible for procurement, financial management, social safeguards, environmental matters, which is responsible for the coordination of the implementation of activities financed by donors including the Bank.
25. “Rwanda Agriculture and Animal Resources Development Board” or “RAB” means the autonomous body established by LAW N°38/2010 OF 25/11/2010 and currently governed by Presidential Order N° 074/01 of 09/12/2022 governing Rwanda Agriculture and Animal Resources Development Board (RAB).
26. “RAB Legislation” means Presidential Order N° 074/01 of 09/12/2022 governing Rwanda Agriculture and Animal Resources Development Board (RAB) and its implementation regulations.
27. “Resettlement Policy Framework” means the Recipient’s policy on resettlement referred to in part 5.1 of the ESCP.
28. “Service Agreement” means the service agreement to be executed between the PIE and a Service Provider in accordance with the provisions in the Project Agreement.
29. “Service Provider” means FAO.

30. “Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH) plan” means the Recipient’s sexual exploitation and abuse and sexual harassment prevention and response plan referred to in part 1.2 (1) of the ESCP.
31. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Grant Agreement” in the Standard Conditions.
32. “Small-Scale Irrigation Technologies (SSITs) Development Program” means irrigation system which dot require complex designs, with water pumping requirement not exceeding 5 bars, and implemented on land areas between 0.5 and 10 hectares which are owned by individual farmers, groups of farmers or cooperatives.
33. “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
34. “Sub-project” means a specific agricultural-related project to be carried out by a Matching Grants Beneficiary under Parts 1.2(ii), (iii) (v), 2.1(ii) and 3.2 of the Project pursuant to criteria set forth in the Matching Grants Manual.
35. “Subsidiary Agreement” means the agreement referred to in Section I.C of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity.
36. “Training” means expenditures (other than those for consultants’ services) incurred by the Project Implementing Entity to finance the reasonable local and international travel costs (i.e. accommodation, transportation, travel insurance and per diem, inter alia) of trainees and trainers (if applicable), training registration fees, catering, rental of training facilities and equipment, logistics and printing services, as well as training materials, all for the purposes of, and directly related to, the training activities described in the Project.
37. “Water User Associations” means a water user association established pursuant to Ministerial Order N°001/11.30 Of 23/11/2011 establishing irrigation water users’ associations in irrigation schemes.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko N° 026/2024 ryo ku wa 16/02/2024 ryemera kwemeza burundu Amasezerano y'impano hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'urwego ruyobora Ikigega cyo gutera inkunga gahunda y'isi yo guteza imbere ubuhinzi n'ubwihaze mu biribwa, yerekeranye n'impano ya miliyoni makumyabiri z'Amadorari y'Abanyamerika (20.000.000 USD) igenewe umushinga wa kabiri wo kwagura ubuhinzi burambye n'ubwihaze mu biribwa, yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Ukuboza 2023	Seen to be annexed to Law n° 026/2024 of 16/02/2024 approving the ratification of the grant agreement between the Republic of Rwanda and the International Bank for reconstruction and development acting as trustee and as a supervising entity of the global agriculture and food security program, relating to the grant of twenty million American Dollars (USD 20,000,000) for the second sustainable agricultural intensification and food security project, signed in Kigali, Rwanda, on 07 December 2023	Vu pour être annexé à Loi n° 026/2024 du 16/02/2024 approuvant la ratification de l'accord de don entre la République du Rwanda et la Banque Internationale pour la reconstruction et le développement agissant en tant qu'administrateur et entité de supervision du programme mondial pour l'agriculture et la sécurité alimentaire, relatif au don de vingt millions de Dollars Américains (20.000.000 USD) pour le deuxième projet d'intensification agricole durable et de sécurité alimentaire, signé à Kigali, Rwanda, le 07 décembre 2023
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Kigali, 16/02/2024

(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° 027/2024 RYO KU WA 16/02/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (200.000.000 USD/Credit A) NA MILIYONI IJANA Z'AMADOLARI Y'ABANYAMERIKA (100.000.000 USD/Credit B) IGENEWE UMUSHINGA W'U RWANDA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE MURI AFURIKA Y'IBURASIRAZUBA N'IY'AMAJYEPFO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KUWA 14 UKUBOZA 2023	LAW N° 027/2024 OF 16/02/2024 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDITS AMOUNTING TO TWO HUNDRED MILLION UNITED STATES DOLLARS (USD 200,000,000/CREDIT A) AND ONE HUNDRED MILLION UNITED STATES DOLLARS (USD 100,000,000/CREDIT B) FOR RWANDA- ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION IN EASTERN AND SOUTHERN AFRICA PROJECT, SIGNED IN KIGALI, RWANDA, ON 14 DECEMBER 2023	LOI N° 027/2024 DU 16/02/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AUX CRÉDITS D'UN MONTANT DE DEUX CENT MILLIONS DE DOLLARS AMÉRICAINS (200.000.000 USD/CRÉDIT A) ET DE CENT MILLIONS DE DOLLARS AMÉRICAINS (100.000.000 USD/CRÉDIT B) POUR LE PROJET DU RWANDA D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE EN AFRIQUE ORIENTALE ET AUSTRALE, SIGNÉ À KIGALI, RWANDA, LE 14 DÉCEMBRE 2023
<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	<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	<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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INTEKO ISHINGA AMATEGEKO: Umutwe w'Abadepite, mu nama yawo yo ku wa 11 Mutarama 2024; Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'iya 168; Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni magana abiri z'Amadolari y'Abanyamerika (200.000.000 USD/credit A) na miliyoni ijana z'Amadolari y'Abanyamerika (100.000.000 USD/credit B) igenewe umushinga w'u Rwanda wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije muri Afurika y'Iburasirazuba n'iy'Amajyepfo, yashyiriweho umukono i Kigali mu Rwanda kuwa 14 Ukuboza 2023; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega	THE PARLIAMENT: The Chamber of Deputies, in its sitting of 11 January 2024; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Financing Agreement between the Republic of Rwanda and International Development Association, relating to the credits amounting to two hundred million United States Dollars (USD 200,000,000/Credit A) and one hundred million United States Dollars (USD 100,000,000/Credit B) for Rwanda - Accelerating Sustainable and Clean Energy Access Transformation in Eastern and Southern Africa Project, signed in Kigali, Rwanda, on 14 December 2023; ADOPTS: <u>Article One:</u> Approval for ratification The Financing Agreement between the Republic of Rwanda and International	LE PARLEMENT : La Chambre des Députés, en sa séance du 11 janvier 2024 ; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord de financement entre la République du Rwanda et l'Association internationale de Développement, relatif aux crédits d'un montant de deux cent millions de Dollars Américains (200.000.000 USD/Crédit A) et de cent millions de Dollars Américains (100.000.000 USD/Crédit B) pour le Projet du Rwanda d'accélération de la transformation de l'accès à l'énergie durable et propre en Afrique orientale et australe, signé à Kigali, Rwanda, le 14 décembre 2023 ; ADOpte : <u>Article premier:</u> Approbation pour ratification L'Accord de financement entre la République du Rwanda et l'Association internationale de
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Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni magana abiri z'Amadorali y'Abanyamerika (200.000.000 USD/credit A) na miliyoni ijana z'Amadolari y'Abanyamerika (100.000.000 USD/credit B) igenewe umushinga w'u Rwanda wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije muri Afurika y'Iburasirazuba n'iy'Amajyepfo, 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.	Development Association, relating to the credits amounting to two hundred million United States Dollars (USD 200,000,000/Credit A) and one hundred million United States Dollars (USD 100,000,000/Credit B) for Rwanda - Accelerating Sustainable and Clean Energy Access Transformation in Eastern and Southern Africa Project, signed in Kigali, Rwanda on 14 December 2023, 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.	Développement, relatif aux crédits d'un montant de deux cent millions de Dollars Américains (200.000.000 USD/Crédit A) et de cent millions de Dollars Américains (100.000.000 USD) /Crédit B) pour le Projet du Rwanda d'accélération de la transformation de l'accès à l'énergie durable et propre en Afrique orientale et australe, signé à Kigali, Rwanda le 14 décembre 2023, 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, 16/02/2024

(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° 027/2024 RYO KU WA 16/02/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (200.000.000 USD/Credit A) NA MILIYONI IJANA Z'AMADOLARI Y'ABANYAMERIKA (100.000.000 USD/Credit B) IGENEWE UMUSHINGA W'U RWANDA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE MURI AFURIKA Y'IBURASIRAZUBA N'IY'AMAJYEPFO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KUWA 14 UKUBOZA 2023	ANNEX TO LAW N° 027/2024 OF 16/02/2024 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDITS AMOUNTING TO TWO HUNDRED MILLION UNITED STATES DOLLARS (USD 200,000,000/CREDIT A) AND ONE HUNDRED MILLION UNITED STATES DOLLARS (USD 100,000,000/CREDIT B) FOR RWANDA-ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION IN EASTERN AND SOUTHERN AFRICA PROJECT, SIGNED IN KIGALI, RWANDA, ON 14 DECEMBER 2023	ANNEXE A LA LOI N° 027/2024 DU 16/02/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AUX CRÉDITS D'UN MONTANT DE DEUX CENT MILLIONS DE DOLLARS AMÉRICAINS (200.000.000 USD/CRÉDIT A) ET DE CENT MILLIONS DE DOLLARS AMÉRICAINS (100.000.000 USD/CRÉDIT B) POUR LE PROJET DU RWANDA D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE EN AFRIQUE ORIENTALE ET AUSTRALE, SIGNÉ À KIGALI, RWANDA, LE 14 DÉCEMBRE 2023
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AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (USD 200.000.000/CREDIT A) NA MILIYONI IJANA Z'AMADOLARI Y'ABANYAMERIKA (USD 100.000.000/CREDIT B) IGENEWE UMUSHINGA W'U RWANDA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE MURI AFURIKA Y'IBURASIRAZUBA N'IY'AMAJYEPFO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 14 UKUBOZA 2023	FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDITS AMOUNTING TO TWO HUNDRED MILLION UNITED STATES DOLLARS (USD 200,000,000/CREDIT A) AND ONE HUNDRED MILLION UNITED STATES DOLLARS (USD 100,000,000/CREDIT B) FOR RWANDA- ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION IN EASTERN AND SOUTHERN AFRICA PROJECT, SIGNED IN KIGALI, RWANDA ON 14 DECEMBER 2023	ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AUX CRÉDITS D'UN MONTANT DE DEUX CENT MILLIONS DE DOLLARS AMÉRICAINS (200.000.000 USD/CRÉDIT A) ET DE CENT MILLIONS DE DOLLARS AMÉRICAINS (100.000.000 USD/CRÉDIT B) POUR LE PROJET DU RWANDA D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE EN AFRIQUE DE L'EST ET DU SUD, SIGNÉ À KIGALI, AU RWANDA, LE 14 DÉCEMBRE 2023
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CREDIT NUMBER 7461-RW (CREDIT A)
CREDIT NUMBER 7460-RW (CREDIT B)

Financing Agreement

**(Rwanda - Accelerating Sustainable and Clean Energy Access Transformation in
Eastern and Southern Africa Project using Multi-Phase Programmatic Approach)**

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 7461-RW (CREDIT A)
CREDIT NUMBER 7460-RW (CREDIT B)

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF RWANDA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS:

- A. The Participating Countries, including the Recipient and the Regional Bodies have agreed to participate in the MPA Program, and intend to coordinate among each other for the carrying out of activities under projects and programs to be implemented by the Participating Countries and the Regional Bodies to accelerate access to sustainable, reliable and clean energy in Eastern and Southern Africa;
- B. To facilitate the implementation of the MPA Program:
1. by a financing agreement to be entered into on or about the date hereof between the Republic of Sao Tome and Principe (“STP”) and the Association (“STP Financing Agreement”), the Association will extend to STP financing to assist STP in financing activities related to the MPA Program on the terms and conditions set forth in the STP Financing Agreement;
 2. by a financing agreement to be entered into on or about the date hereof between the United Republic of Tanzania (“Tanzania”) and the Association (“Tanzania Financing Agreement”), the Association will extend to Tanzania financing to assist Tanzania in financing activities related to the MPA Program on the terms and conditions set forth in the Tanzania Financing Agreement;
 3. by a financing agreement to be entered into on or about the date hereof between the Federal Republic of Somalia (“Somalia”) and the Association (“Somalia Financing Agreement”), the Association will extend to Somalia financing to assist Somalia in financing activities related to the MPA Program on the terms and conditions set forth in the Somalia Financing Agreement;
 4. by a financing agreement to be entered into on or about the date hereof between the Association and the Common Market for Eastern Africa (“COMESA”) (“COMESA Financing Agreement”), the Association will extend to COMESA financing to assist COMESA in financing activities related to the MPA Program, on the terms and conditions set forth in the COMESA Financing Agreement;

5. by a financing agreement to be entered into on or about the date hereof between the Association and the Eastern and Southern African Trade Development Bank (“TDB”) (“TDB Financing Agreement”), the Association will extend to TDB financing to assist TDB in financing activities related to the MPA Program, on the terms and conditions set forth in the TDB Financing Agreement; and
- C. The Recipient, having satisfied itself as to the feasibility and priority of its activities, has requested the Association to assist in financing activities related to the MPA Program.

NOW, THEREFORE, the Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient credits, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Credit” and “Financing”), in the following amounts to assist in financing the project described in Schedule 1 to this Agreement (“Project”):
 - (a) the amount of two hundred million United States Dollars (US\$ 200,000,000) (“Credit A”); and
 - (b) the amount of one hundred million United States Dollars (US\$100,000,000) (Credit B”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are March 1 and September 1 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

- 2.06. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall cause: (a) Parts 1, 2, 3.5, and 4.1 of the Project to be carried out by the Energy Development Corporation Limited (EDCL) (EDCL Respective Parts), and (b) Parts 3.1, 3.2, 3.3, 3.4, and 4.2 of the Project to be carried out by Development Bank of Rwanda (BRD) (BRD Respective Parts), all in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the respective Subsidiary Agreements.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
- (a) the EDCL Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of the EDCL to perform any of its obligations under the Project; and
 - (b) the BRD Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of BRD to perform any of its obligations under the Project.
- 4.02. The Co-financing Deadline for the effectiveness of the Co-financing Agreement is June 30, 2025.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Recipient has caused the EDCL to prepare and adopt the EDCL Project Operations Manual, in form and substance satisfactory to the Association.
 - (b) the Subsidiary Agreements, acceptable to the Association, shall have been executed and delivered on behalf of the Recipient and each Project Implementing Entity, and such Subsidiary Agreements shall have become effective and binding upon such parties in accordance with its terms.
 - (c) the Recipient has caused the Project Implementing Entities to prepare, consult upon, disclose, and adopt: (i) the Environmental and Social Management Framework (ESMF) consistent with the national legislation and ESS1, including GBV/SEA/H Action Plan consistent with the national legislation and ESS4, (ii) the Labor Management Procedures (LMP) consistent with the national legislation and ESS2, (iii) the Resettlement Policy Framework (RPF) consistent with the national legislation and

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ESS5, all as set forth in the ESCP, and in form and substance satisfactory to the Association.

- 5.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 5.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

- (a) the Recipient's address is:

Ministry of Finance and Economic Planning
12 KN 3 Ave
P.O BOX 158
Kigali, Rwanda; and

- (b) the Recipient's Electronic Address is:

E-mail: info@minecofin.gov.rw

- 6.03. For purposes of Section 11.01 of the General Conditions:

- (a) the Association's address is:

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

- (b) the Association's Electronic Address is:

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

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Dr. Uzziel Ndagijimana

Authorized Representative

Name: Dr. Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 14-Dec-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Sahr Kpundeh

Authorized Representative

Name: Sahr Kpundeh

Title: Country Manager, World Bank, Rwanda

Date: 14-Dec-2023

SCHEDULE 1**Project Description**

The objective of the Project is to increase access to sustainable and clean energy in the Republic of Rwanda.

The Project constitutes a phase of the MPA Program, and consists of the following parts:

Part 1. Increasing Access to Grid Electricity

1. Expanding grid electricity to targeted Districts, including, *Gisagara, Huye, Muhanga, Nyamagabe, Nyanza, Nyaruguru, Ruhango, Bugesera, Gatsibo, Kayonza, Kirehe, Ngoma, Nyagatare, Rwamagana*, and any qualifying District that may be added, *and* installation of related electricity connections, through the provision of technical advisory services, works and acquisition of goods.

Part 2. Enhancing the Reliability of Electricity Service

1. Carrying out a program of electrification activities (“Subprojects”) to increase efficiency and reliability of electricity supply in targeted areas, and to improve reliability in the distribution network responses to fluctuations and load loss.

Part 3. Increasing Access to Off-Grid Electricity, Clean Cooking Solutions, and Productive Uses of Energy

1. Increasing access to off-grid electricity through Results-based Financing Facility to Off-grid Solar Companies (“RBF-OSC Facility”), and the provision of results-based partial grants (“OSC Grants”) to eligible OSCs to facilitate the sale of solar systems and related after sale services to qualifying households and micro-enterprises, including associated incremental Operating Costs for management of the RBF-OSC Facility.
2. Increasing access to clean cooking solutions, through Results-based Financing Facility for Clean Cooking Solutions (“RBF-CCS Facility”), and the provision of results-based partial grants (“CCS Grants”) to eligible enterprises to facilitate the sale of eligible cooking technologies and products to qualifying households, including associated incremental Operating Costs for management of the RBF-CCS Facility.
3. Increasing access to technologies for productive uses of energy, through Results Based Financing Facility for Productive Uses of Energy (“RBF-PUE Facility”), and the provision of *results*-based partial grants (“PUE Grants”) to eligible enterprises to increase affordability of PUE technologies, including associated incremental operating costs for management of the RBF-PUE Facility.

4. Provision of a revolving line of credit (“Line of Credit” or “LOC”) to BRD for retail lending to MSMEs, and eligible financial institutions (“Participating Financial Institutions” or “PFIs”) (“Sub-financing”) for further on-lending to eligible MSMEs (“Sub-loans”) engaged in off-grid electrification, clean cooking technology and productive uses of energy.
5. Increasing access to clean cooking, and promoting efficient and clean cooking solutions, and modern cooking technologies to public schools and other public institutions, through the provision of works, technical advisory services, and acquisition of goods.

Part 4. Technical Assistance, Institutional Capacity Building, and Implementation Support for Energy Access Acceleration

1. Strengthening the capacity of EDCL for Project management, implementation, and coordination, including: (a) provision of technical assistance to conduct studies on energy efficiency and productive uses of energy, and additional related studies as may be required; (b) building the capacity for designing and implementing energy sector programs; and (c) enhancing the capacity of the Program Coordination Unit (PCU) for Project implementation, including provision of training to the staff of PCU, facilitating the participation of Sector Working Group secretariat in Project implementation, hire of required PCU staff, hire of RBF Facility verification agents, all through the provision of technical advisory services, Training, Operating Costs, and acquisition of goods.
2. Strengthening the capacity of BRD’s Single Project Implementation Unit (“BRD Single PIU”) for Project management, implementation and coordination, including (a) provision of technical assistance to conduct awareness raising campaigns on raising and market facilitation for off-grid solar, clean cooking, and productive use of energy technologies adoption, and conducting additional studies that may be required; (b) provision of Training to the staff of the BRD Single PIU, and strengthening the capacity of BRD Single PIU for Project implementation, and support to grievance redress committees, through the provision of technical advisory services and Operating Costs.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

Energy Development Corporation Limited (EDCL)

1. EDCL Subsidiary Agreement.

- (a) To facilitate the carrying out of the EDCL's Respective Parts of the Project, the Recipient shall make part of the proceeds of the Financing allocated from time to time to Categories 1, 2 and 3 of the table set forth in Section III.A of this Schedule available to EDCL under a subsidiary agreement between the Recipient and the EDCL, under terms and conditions approved by the Association, ("EDCL Subsidiary Agreement").
- (b) The Recipient shall exercise its rights under the EDCL Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the EDCL Subsidiary Agreement or any of its provisions.

2. EDCL Program Coordination Unit

The Recipient shall cause EDCL:

- (a) to maintain a program coordination unit ("EDCL Program Coordination Unit" or "EDCL PCU"), with the responsibility for day-day management and implementation of EDCL Respective Parts of the Project, with adequate resources, and staff including Program manager, a project coordinator, a procurement specialist, a financial management specialist, an environmental and social specialist, a monitoring and evaluation specialist, occupational health and safety specialist, contract management specialist, and a corporate services specialist, all with experience, qualifications, and terms of reference satisfactory to the Association; and
- (b) Without limitation to the provisions of sub-paragraph 2(a) immediately above, the EDCL PCU shall be responsible for: (A) coordinating EDCL Respective Parts of the Project, providing technical advice and guidance, developing the Annual Work Plans and Budgets (including annual operational plans) for the project, preparing budgets, periodic progress

reports and procurement plans, procurement, financial management, and internal audit under the Project; (B) maintaining a financial management system and preparing financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to EDCL Respective Parts of the Project; (C) having such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and (D) preparing and submitting withdrawal application to the Association and operating the designated account for the Project, all in accordance with the provisions of this Agreement and EDCL Project Operations Manual.

Development Bank of Rwanda (BRD)

3. BRD Subsidiary Agreement.

- (a) To facilitate the carrying out of the BRD's Respective Parts of the Project, the Recipient shall make part of the proceeds of the Financing allocated from time to time to Categories 4, 5, and 6 of the table set forth in Section III.A of this Schedule available to BRD under a subsidiary agreement between the Recipient and the BRD, under terms and conditions approved by the Association, ("BRD Subsidiary Agreement").
- (b) The Recipient shall exercise its rights under the BRD Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Subsidiary Agreement or any of its provisions.

4. BRD Single Project Implementation Unit

The Recipient shall cause BRD:

- (a) to maintain a project implementation unit ("BRD Single Project Implementation Unit" or "BRD Single PIU"), with the responsibility for day-day management and implementation of BRD Respective Parts of the Project, with adequate resources, and staff including a manager for Parts 3.1, 3.2, 3.3, and 3.4 respectively, a procurement specialist, a financial management specialist, an environmental, and a social specialist, and such technical staff as may be agreed upon with the Association, all with experience, qualifications, and terms of reference satisfactory to the Association; and

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- (b) Without limitation to the provisions of sub-paragraph 4(a) immediately above, the BRD Single PIU shall be: (A) coordinating BRD Respective Parts of the Project, providing technical advice and guidance, developing the Annual Work Plans and Budgets (including annual operational plans) for the Project, preparing budgets, periodic progress reports and procurement plans, procurement, financial management, and internal audit under the Project; (B) maintaining a financial management system and preparing financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; (C) having such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and (D) preparing and submitting withdrawal application to the Association and operating the designated account for the Project, all in accordance with the provisions of this Agreement and BRD Project Operations Manual.

5. **Project Steering Committees**

- (a) The Recipient shall maintain during Project implementation: (i) the Grid Electricity Project Steering Committee (GE-PSC), with the responsibility for providing oversight and strategic guidance of the EDCL Respective Parts of the Project, and (ii) the Off-Grid and Clean Cooking Project Steering Committee (OG/CC-PSC), with the responsibility for providing oversight and strategic guidance of the BRD Respective Parts of the Project - all with terms of reference, functions, resources, and mandate, satisfactory to the Association.
- (b) (i) The GE-PSC shall be responsible for providing oversight and strategic guidance for the EDCL Respective Parts of the Project, including in each case reviewing progress in Project implementation, and other critical aspects of project performance; and (ii) The OC/GC-PSC shall be responsible for providing oversight and strategic guidance for the BRD Respective Parts of the Project, including in each case reviewing progress in Project implementation, and other critical aspects of project performance.

B. **Project Operations Manuals (POM)**

- 1. The Recipient shall cause EDCL and BRD to carry out their respective parts of the Project in accordance with the manuals (the EDCL Project Operations Manual, BRD Project Operations Manual (together, POMs) prepared in form and substance satisfactory to the Association.

2. The EDCL POM, and the BRD POM, shall each include, *inter alia*, the following provisions: (a) disbursement arrangements, reporting requirements, financial management procedures and audits; (b) procurement arrangements; (c) institutional administration, coordination and day-to-day execution of activities of the Project; (d) monitoring, evaluation, reporting and communication; (e) Project impact and implementation indicators, including the procedures for monitoring and evaluation of the Project; (f) corruption and fraud prevention measures; (g) roles and responsibilities of various agencies and stakeholders in the implementation of the Project; (h) mechanisms for ensuring close coordination and collaboration between various Project stakeholders, in particular and as applicable, the steering committees, the EDCL PCU, the BRD Single PIU, the technical and management teams within EDCL and the BRD, respectively; (i) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the RBF Facilities and associated grants Under Parts 3.1, 3.2, 3.3 and 3.4 of the Project; (j) personal data collection and processing requirements in accordance with good international practice; (k) environmental and social framework aspects, including a detailed description of the grievance redress mechanism process as well as any process for recording and reporting project-related accidents and incidents; and (l) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
3. Except as the Association shall otherwise agree in writing, the Recipient shall not amend, waive, suspend, or abrogate any provision of any POMs, and in case of any inconsistency between the provisions of any POMs and those of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plans and Budget

1. The Recipient shall cause the EDCL and BRD each, to prepare and furnish to the Association: (a) not later than May 31 of each calendar year (EDCL), and (b) not later than November 30 of each calendar year (BRD), during the implementation of the Project, a work plan and budget containing all activities proposed to be included in their respective parts of the Project during the following calendar year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor.
2. Each such proposed work plan and budget shall specify any training activities that may be required under the Project, including: (a) the type of training; (b) the purpose of the training; (c) the personnel to be trained; (d) the institution or individual who will conduct the training; (e) the location and duration of the training; and (f) the cost of the training.
3. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient and EDCL or BRD, on each such proposed work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and

budget as shall have been approved by the Association (“Annual Work Plan and Budget”).

4. The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

D. RBF Facilities and Associated Grants

1. The Recipient shall cause BRD, to ensure that each Proposal for a grant under the RBF facilities is vetted, appraised, and approved in accordance the guidelines, standards and procedures set forth in the BRD Project Operations Manual.
2. The Recipient shall cause BRD to make each grant under a Sub-financing Agreement between the BRD and the pertinent Beneficiary on terms and conditions approved by the Association, which shall include the following:
 - (a) BRD shall obtain rights adequate to protect its interests and those of the Association and the Recipient, including the right to: (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-financing, or obtain a refund of all or any part of the amount of the Sub-financing then withdrawn, upon such Beneficiary’s failure to perform any of its obligations under the Sub-financing Agreement;
 - (b) require each Beneficiary to: (i) carry out its activities (Subproject) with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines; (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods, works and services to be financed out of the Sub-financing in accordance with the provisions of the Procurement Regulations; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-project and the achievement of its objectives; and
 - (c) require each Beneficiary to; (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and at the Association’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (ii) enable the Recipient and the Association to inspect the Sub-project, its operation and any relevant records and documents; and (iii) prepare and furnish to

the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

3. The Recipient shall cause the BRD to exercise their rights under each Sub-financing Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall ensure that BRD shall not assign, amend, abrogate, or waive any Sub-financing Agreement or any of its provisions.

E. Line of Credit under Part 3.4 of the Project

1. BRD Line of Credit Manual (BRD LOC Manual)

The Recipient shall cause the BRD to prepare, and submit to the Recipient and the Association, an LOC manual (“BRD LOC Manual”), satisfactory to the Association, and thereafter administer the Sub-financing to MSMEs, and the eligible PFIs in accordance with BRD LOC Manual. Said manual, consisting of: (a) corruption and fraud prevention measures; (b) detailed PFI assessment, and selection/eligibility criteria for such PFI; (c) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the Line of Credit Facility and associated grants Under Part 3.4 of the Project; (d) detailed MSME assessment, and selection/eligibility criteria for such MSME; (e) personal data collection and processing requirements in accordance with good international practice; (e) environmental and social framework aspects; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for management of the Line of Credit.

2. LOC Manager and PFIs and MSME Sub-financing

The Recipient shall ensure that the BRD:

- (a) maintains a fund manager (LOC Manager) for the purpose of efficient delivery of the required assessments, activities, and management of the Line of Credit under Part 3.4 of the Project;
- (b) (acting directly or through the LOC Manager), shall enter into agreements with each PFI, under terms and conditions which shall have been approved by the Association including, *inter alia*, the terms and conditions set forth in Section I.F of this Schedule (PFI Funding Agreement);
- (c) (acting directly or through the LOC Manager), shall enter into agreements with each MSME, under terms and conditions which shall have been approved by the Association (MSME Sub-financing Agreement);
- (d) (acting through the LOC Manager) shall exercise its rights and carry out its obligations under each PFI Funding Agreement, or MSME Sub-

financing Agreement in such manner as to protect its interests, those of the Recipient, and the Association, and to accomplish the purposes of the Financing; and

- (e) Except as the Association shall otherwise agree, the Recipient, and BRD shall not assign, amend, abrogate, terminate, waive, or fail to enforce any MSME Sub-financing Agreement, or PFI Funding Agreement or any of provision thereof.

F. Terms and Conditions of each PFI Funding Agreement

The Recipient shall cause BRD (acting through the LOC Manager):

1. (a) To make the Sub-financing to competitively selected eligible PFIs for on-lending to eligible MSMEs in accordance with detailed criteria set forth in the BRD LOC Manual, satisfactory to the Association, including the PFIs': (i) experience in financing MSMEs; (ii) an appropriate license and at least two years of operation, (iii) good standing with BRD; (iv) a track record of lending to MSMEs; (v) capital adequacy; (vi) possession of risk management systems, (vii) a recent clean external audit report and a robust internal audit system; (viii) an indicative pipeline of potential loans to MSMEs that fulfills project goal; (ix) compliance with environmental and social requirements and satisfactory internal environmental and social management systems; (x) acceptable sub-loan conditions; (xi) acceptable eligibility criteria for MSMEs; and (xii) adequate information management systems to manage the loan portfolio; and (b) to enter into an agreement (PFI Funding Agreement) with eligible PFIs on terms and conditions approved by the Association, which shall include obtaining rights adequate to protect its interests and those of the Association, including the right for the PFIs to use the Financing to make Sub-loans to eligible MSMEs to implement Subprojects and in accordance with eligibility criteria and procedures, acceptable to the Association, which shall be detailed in the LOC Manual.
2. To comply with the following obligations: (a) to maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; and (b) at the request of the Association, the Recipient, and/or BRD (acting through the LOC Manager), have such financial statements audited by independent auditors acceptable to the Association, the Recipient, and/or the BRD, and promptly furnish the statements so audited to the BRD (either acting directly or through an agent in that behalf);
3. To comply with the provisions of the Anti-Corruption Guidelines in connection with the Project.
4. Not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the PFI Funding Agreement or any provision of the Sub-loan Agreement, unless

previously agreed by the BRD (acting through the LOC Manager), and the Association.

5. To take or permit to be taken all actions to enable the BRD and the Recipient to comply with their respective obligations referred to in this Agreement.

G. Eligibility Criteria, Terms and Conditions of the PFI Sub-financing

1. The Recipient shall cause BRD, (acting through the LOC Manager), to ensure that each eligible PFI shall appraise, approve, monitor, and evaluate respective MSME proposals under Part 3.4 of the Project, and administer Sub-financing to the respective MSMEs, in accordance with the terms and conditions of the PFI Funding Agreement, the guidelines and procedures set forth in the LOC Manual, and the Anti-Corruption Guidelines.
2. The Recipient undertakes to ensure that BRD shall follow the eligibility criteria for eligible PFIs, of the following On-lending Terms and Conditions:
 - (a) BRD shall solicit expressions of interest from financial institutions operating in the Recipient's territory to participate in the LOC established under Part 3.4 of the Project, in accordance with criteria and approval procedures set forth in the LOC Manual.
 - (b) No PFI shall be eligible for a Sub-financing unless the BRD shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the Association and elaborated in the LOC Manual, that the proposed PFI: (i) is a financial institution established and operating pursuant to the laws of the Recipient; (ii) has the legal, organizational, management, and technical capacity and financial resources necessary to appraise, approve, monitor and evaluate Sub-projects and to make and monitor Sub-loans made to MSMEs; and (iii) is credit-worthy and operating in accordance with sound prudential and other fiduciary standards and practices.
3. BRD shall make each Sub-financing available to an eligible PFI under a Sub-financing Agreement with the pertinent PFI, on terms and conditions satisfactory to the Association, including interest at a rate reflecting, as the base rate, the terms under the Sub-financing Agreement, together with an appropriate on-lending margin to be established in the LOC Manual, and in accordance with the terms and conditions detailed in the LOC Manual.
4. BRD shall obtain rights adequate to protect its interests and those of the Recipient, and the Association, including the right to:
 - (a) require a PFI to undertake a time-bound institutional development program acceptable to the Association, designed to enhance its institutional capacity and in particular, its capacity to manage Sub-loans;

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- (b) suspend or terminate the right of the PFI to use the proceeds, Sub-financing, or obtain a refund of all or any part of the amount of the same then withdrawn, upon such PFI's failure to perform any of its obligations, under the pertinent PFI Funding Agreement;
 - (c) require the PFI to make Sub-loans available to MSME, and to monitor and evaluate the Sub-projects financed under said Sub-loans with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to borrowers of loan proceeds other than the Recipient, and the Environmental and Social Standards; and to provide, promptly as needed, the resources required for the purposes;
 - (d) require the PFI to maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-projects financed, and other activities undertaken, under their PFI Funding Agreement in a manner which contributes to the achievement of the objective of the Project;
 - (e) require the pertinent PFI to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect its operations and resources and expenditures related to the Project; (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association;
 - (f) require the pertinent PFI to enable the Recipient and the Association to inspect any Subproject or other activity financed, PFI Funding Agreement, its operation and any relevant records and documents;
 - (g) require the pertinent PFI to comply with prudential standards set by the National Bank of Rwanda and such additional standards as may be set forth or referred to in the LOC Manual; and
 - (h) require the pertinent PFI to permit the Association to make all financial statements audited pursuant to sub-paragraph (e) of this Section I.G.4 available to the public in accordance with policies as defined in the LOC Manual.
3. Except, as the Recipient, the BRD, and the Association shall otherwise agree, the pertinent PFI shall not assign, amend, abrogate, or waive any Sub-loan Agreement or any of its provisions.

H. Environmental and Social Standards

1. The Recipient shall, and shall cause EDCL and BRD, respectively to, ensure that the Respective Part of the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause EDCL and BRD to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause EDCL and BRD to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall, and shall cause the BRD and EDCL to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the ESCP, the

environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Recipient shall, and shall cause the BRD and EDCL to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
6. The Recipient shall, and shall cause the BRD and EDCL to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

I. Regional Level Coordination Arrangements

The Recipient shall during implementation of the Project, collaborate and coordinate with COMESA to outline arrangements that will facilitate the Recipient's participation in the regional energy access acceleration platform established under the MPA Program, and to draw on the technical assistance and other benefits available to the Recipient and other Participating Countries through said platform.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than 30 days after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the Financing

A. General

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

Category	Amount of Credit A Allocated (expressed in USD)	Amount of Credit B Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services for Part 1 and Part 2 of the Project	175,000,000	87,500,000	up to 100% of the amount disbursed based on the approved Annual Work Plans and Budgets
(2) Goods, works, non-consulting services, and consulting services, Operating Costs, and Training for Part 3.5 of the Project	2,500,000	1,250,000	up to 100% of the amount disbursed based on the approved Annual Work Plans and Budgets
(3) Goods, non-consulting services, and consulting services, Operating Costs, and Training for Part 4.1 of the Project	8,750,000	4,375,000	up to 100% of the amount disbursed based on the approved Annual Work Plans and Budgets
(4) Goods, non-consulting services, and consulting services, Operating Costs, and Training for Part 4.2 of the Project	1,250,000	625,000	up to 100% of the amount disbursed based on the approved Annual Work Plans and Budgets

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(5) Grants and Operating Costs under BRD's Respective Parts			up to 100% of the amount disbursed based on the approved Annual Work Plans and Budgets
(a) OSC Grants under Part 3.1 of the Project	5,000,000	2,500,000	
(b) CCS Grants under Part 3.2 of the Project	2,500,000	1,250,000	
(c) Grants under Part 3.3 of the Project	2,500,000	1,250,000	
(6) Line of Credit under Part 3.4 of the Project	2,500,000	1,250,000	up to 100% of the amount disbursed based on the approved Annual Work Plans and Budgets
TOTAL AMOUNT	200,000,000	100,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (b) under Category (1) unless and until the Recipient has caused EDCL to appoint to the EDCL Project Coordination Unit, an environmental risk management specialist, a social risk management specialist, and a Project health and safety specialist, all with experience, qualifications and under terms of reference satisfactory to the Association; or
 - (c) under Category (5) unless the Recipient has caused the BRD to:
 - (i) prepare and adopt the BRD Project Operations Manual, in form and substance satisfactory to the Association, and
 - (ii) appoint or recruit to the BRD Single PIU, an environment risk management specialist, and a social risk management specialist,

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all with experience, qualifications and under terms of reference satisfactory to the Association; or

- (d) under Category (6) unless the Recipient has caused the BRD to:
 - (i) prepare and adopt the BRD LOC Manual, in form and substance satisfactory to the Association, and
 - (ii) designate a senior management representative with the responsibility for overall accountability for environmental and social performance of BRD consistent with ESS9, in accordance with the ESCP.

2. The Closing Date is December 31, 2029.

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SCHEDULE 3**Repayment Schedule****CREDIT A**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 1 and September 1, commencing March 1, 2034 to and including September 1, 2073	1.25%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

CREDIT B

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 1 and September 1:	
Commencing March 1, 2030, to and including March 1, 2035	8.33334%
on September 1, 2035	8.33326%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “Annual Work Plan and Budget” means annual work plans and budget prepared annually by the Project Implementing Entities in accordance with the provisions of Section I.C of Schedule 2 to this Agreement.
3. “Beneficiary” means Off-grid Solar companies, a private enterprise in the energy sector, or an eligible household, that are eligible to receive an OSC Grant, a CCS Grant or a PUE Grant to finance a Subproject under Parts 3.1, 3.2, or 3.3 of the Project.
4. “BRD” means the Development Bank of Rwanda, established and operating pursuant to Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012, as amended on March 29, 2018.
5. “BRD Legislation” means Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012, as amended on March 29, 2018.
6. “BRD LOC Manual” means the manual for the line of credit under Part 3.4 of the Project, to be prepared in accordance with Section I.E(1) of Schedule 2 to this Agreement.
7. “BRD Project Operations Manual” or “BRD POM” means the manual to be prepared in accordance with Section I.B. of Schedule 2 to this Agreement, for BRD Respective Parts of the Project, as may be amended from time to time.
8. “BRD Respective Parts” means Parts 3.1, 3.2, 3.3, 3.4, and 4.2 of the Project, to be implemented by BRD.
9. “BRD Single Project Implementation Unit” or “BRD SPIU” means the unit referred to under Section I.A.4(a) of Schedule 2 to this Agreement.
10. “BRD Subsidiary Agreement” means the agreement to be entered into between the Recipient and BRD and referred to in Section I.A.3(a) of Schedule 2 to this Agreement.

11. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
12. “CCS Grants” mean the grants to be made available to eligible enterprises under Part 3 of the Project.
13. “Co-financier” means Asian Infrastructure Investment Bank (AIIB).
14. “Co-financing” means, for purposes of paragraph 14 of the Appendix to the General Conditions, approximately the amount of \$100,000,000, to be provided by the Co-financier to assist in financing the Project.
15. “Co-financing Agreement” means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.
16. “COMESA” means the regional organization established and operating pursuant to the Treaty Establishing the Common Market for Eastern and Southern Africa, signed on November 5, 1993.
17. “Credit A” means the credit to be extended to the Recipient on 50-year Credit Terms.
18. “Credit B” means the credit to be extended to the Recipient on Shorter Maturity Loan terms.
19. “EDCL” or “Energy Development Corporation Limited” means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient’s Law No. 17/2018 of April 13, 2018, governing companies, or any successor thereto.
20. “EDCL Legislation” means the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient’s Law No. 17/2018 of April 13, 2018, governing companies, or any legal successor thereto.
21. “EDCL Program Coordination Unit” or “EDCL PCU” means the unit referred to under Section I.A.2(a) of Schedule 2 to this Agreement.
22. “EDCL Project Operations Manual” or “EDCL POM” means the manual to be prepared in accordance with Section I.B. of Schedule 2 to this Agreement, for EDCL Respective Parts of the Project, as may be amended from time to time.
23. “EDCL Respective Parts” means Parts 1, 2, 3.5, and 4.1 of the Project, to be implemented by EDCL.
24. “EDCL Subsidiary Agreement” means the agreement to be entered into between the Recipient and EDCL and referred to in Section I.A.1(a) of Schedule 2 to this Agreement.

25. “Eastern and Southern Africa” means the region of Sub-Saharan Africa consisting of the member states of the Recipient, and Participating Countries, and members of Regional Bodies, including those that will participate in future operations under the MPA Program.
26. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 1, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
27. “Environmental and Social Management Framework” means the framework to be adopted by the Recipient and disclosed, in form and substance satisfactory to the Association, pursuant to the ESCP, and disclosed, in form and substance satisfactory to the Association, said framework setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of the Project, including the risks of gender-based violence and sexual exploitation and abuse, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects’ risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.
28. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

29. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
30. “Labor Management Procedures” means the labor management procedures to be adopted by the Recipient, in form and substance satisfactory to the Association, pursuant to the ESCP, setting out the Project’s approach and requirements to labor in meeting national requirements as well as the objectives of ESS #2 (on labor and working conditions and ESS #4 (on community health and safety), including procedures on incident investigation and reporting, recording and reporting of non-compliance, emergency preparedness and response procedures, protection of project workers from discrimination, forced labor and child labor, occupational health and safety, codes of conducts and continuous training and awareness for workers, as said instrument may be updated from time to time with the prior written agreement of the Association.
31. “LOC” means line of credit.
32. “MPA Program” means the multiphase programmatic approach program designed to increase access to sustainable and clean energy in Eastern and Southern Africa.
33. “OSC Grants” mean the grants to be made available to Off-grid Solar Companies under Part 3 of the Project.
34. “Operating Costs” means the reasonable incremental operating expenses, approved by the Association, incurred by the Project Implementing Entities on account of the Project implementation, management and monitoring, including salaries of the EDCL PCU and the BRD Single PIU staff, but excluding the salaries of officials and public servants of the Recipient’s civil service.
35. “MSMEs’ means micro, small and medium enterprises.
36. “MSME Sub-financing Agreement” means any agreement to be executed between the BRD (acting through the LOC Manager) and an eligible MSME, pursuant to which such MSME shall obtain a Sub-financing on terms a revolving line of credit, as such MSME Sub-financing Agreement may be amended from time to time, with the agreement of the Association, and such terms include all appendices, schedules and agreements supplemental to the MSME Sub-financing Agreement.
37. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online

identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.

38. “PFI Funding Agreement” means any of the agreement to be executed between the BRD (acting through the LOC Manager) and an eligible PFI, pursuant to which such PFI shall obtain a Sub-financing in terms of a revolving line of credit, as such PFI funding agreement may be amended from time to time, with the agreement of the Association, and such term include all appendices, schedules and agreements supplemental to the PFI Funding Agreement.
39. “Participating Countries” means the Recipient and all the countries referred to in the preamble to this Agreement, and those that will participate in the future operations under the MPA Program.
40. “Participating Financial Institutions” or “PFIs” means eligible commercial banks, or microfinance banks, or savings and credit cooperatives, to be selected by the BRD to receive a Sub-financing under Part 3.4 of the Project, on the basis of the criteria and approval procedures set forth in the LOC Manual, and under Section I.G of Schedule 2 to this Agreement.
41. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
42. “Project Implementing Entity” means either the EDCL or BRD (together, “Project Implementing Entities”).
43. “Project Operations Manuals” or “POMs” mean the EDCL POM and the BRD POM.
44. “RBF Facilities” means the Results Based Financing Facility to eligible Off-grid Solar Companies, the Results Based Financing Facility for Clean Cooking Solutions, all described under Part 3 of the Project.
45. “Regional Bodies” means the regional organizations participating in the MPA Program, namely, COMESA, and TDB, and other regional organizations that may participate in future projects under the MPA Program.
46. “Resettlement Policy Framework” means the resettlement policy framework to be adopted by the Recipient and disclosed, in form and substance satisfactory to the Association, pursuant to the ESCP, said framework consistent with ESS #4 (on land acquisition, restrictions, on land use and involuntary Resettlement), and setting the requirements for preparation of resettlement action plans, and modalities for resettlement and compensation of Project affected persons, as such framework may be amended with the prior written agreement of the Association.

47. “Sector Working Group” means the Recipient’s energy sector working group referred in under Part 4.1 of the Project.
48. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
49. "Subsidiary Agreements" means the EDCL Subsidiary Agreement and the BRD Subsidiary Agreement.
50. “Sub-financing” means a sub-loan to be made under Part 3.4 of the Project by the BRD (acting through the LOC Manager) to an MSME, or to a PFI pursuant to the MSME Sub-financing Agreement, or to the PFI Funding Agreement.
51. “Sub-loan” means a sub-financing to be made by a pertinent PFI to an MSME pursuant to a Sub-loan Agreement.
52. “Sub-project” means (i) for the purpose of Grants under Parts 3.1, 3.2, and 3.3 of the Project means a sub-project that is vetted and appraised by BRD in accordance with the guidelines and procedures established in the BRD Operations Manual Operations Manual; and (ii) for the purpose of Part 3.4 of the Project, a qualifying off-grid electrification, clean cooking technology and productive uses of energy activity to be financed under a Sub-loan from an eligible PFI to a qualifying MSME.
53. “Training” means the reasonable cost of training under approved Annual Work Plans and Budgets, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

In respect of Credit A.

1. Section 3.04 (Interest Charge) is deleted in its entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.

2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:

“66. “Interest Charge” means the interest charge for the purpose of Section 3.08

In respect of Credit B.

3. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly,

and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.

4. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:

“66. “Interest Charge” means the interest charge for the purpose of Section 3.07.

In respect of both Credit A and Credit B.

3. Paragraph 100 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to “Service Charge” or “Service Charges” in any provision of the General Conditions is deleted.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 027/2024 ryo ku wa 16/02/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni magana abiri z'Amadolari y'Abanyamerika (200.000.000 USD/credit A) na miliyoni ijana z'Amadolari y'Abanyamerika (100.000.000 USD/credit B) igenewe umushinga w'u Rwanda wo kwihutisha iterambere rishingiye ku kwegereza abaturatione ingufu zirambye kandi zitangiza ibidukikije muri Afurika y'Iburasirazuba n'iy'Amajyepfo, yashyiriweho umukono i Kigali mu Rwanda kuwa 14 Ukuboza 2023	Seen to be annexed to Law n° 027/2024 of 16/02/2024 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credits amounting to two hundred million United States Dollars (USD 200,000,000/credit A) and one hundred million United States Dollars (USD 100,000,000/credit B) for Rwanda-accelerating sustainable and clean energy access transformation in Eastern and Southern Africa project, signed in Kigali, Rwanda, on 14 December 2023	Vu pour être annexé à Loi n° 027/2024 du 16/02/2024 approuvant la ratification de l'Accord de Financement entre la République du Rwanda et l'Association Internationale de Développement, relatif aux crédits d'un montant de deux cent millions de Dollars Américains (200.000.000 USD/crédit a) et de cent millions de Dollars Américains (100.000.000 USD/crédit b) pour le projet du Rwanda d'accélération de la transformation de l'accès à l'énergie durable et propre en Afrique Orientale et Australe, signé à Kigali, Rwanda, le 14 décembre 2023
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Kigali, 16/02/2024

(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° 021/01 RYO KU WA 16/02/2024 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUYOBORA IKIGEGA CYO GUTERA INKUNGA GAHUNDA Y'ISI YO GUTEZA IMBERE UBUHINZI N'UBWHAZE MU BIRIBWA, YEREKERANYE N'IMPANO YA MILIYONI MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (USD 20.000.000) IGENEWE UMUSHINGA WA KABIRI WO KWAGURA UBUHINZI BURAMBYE N'UBWHAZE MU BIRIBWA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 UKUBOZA 2023 <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° 021/01 OF 16/02/2024 RATIFYING THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS TRUSTEE AND AS A SUPERVISING ENTITY OF THE GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM, RELATING TO THE GRANT OF TWENTY MILLION UNITED STATES DOLLARS (USD 20,000,000) FOR THE SECOND SUSTAINABLE AGRICULTURAL INTENSIFICATION AND FOOD SECURITY PROJECT, SIGNED IN KIGALI, RWANDA, ON 07 DECEMBER 2023 <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° 021/01 DU 16/02/2024 RATIFIANT L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT EN TANT QU'ADMINISTRATEUR ET ENTITÉ DE SUPERVISION DU PROGRAMME MONDIAL POUR L'AGRICULTURE ET LA SÉCURITÉ ALIMENTAIRE, RELATIF AU DON DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE DEUXIÈME PROJET D'INTENSIFICATION AGRICOLE DURABLE ET DE SÉCURITÉ ALIMENTAIRE, SIGNÉ À KIGALI, AU RWANDA, LE 07 DÉCEMBRE 2023 <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° 021/01 RYO KU WA 16/02/2024 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUYOBORA IKIGEGA CYO GUTERA INKUNGA GAHUNDA Y'ISI YO GUTEZA IMBERE UBUHINZI N'UBWHAZE MU BIRIBWA, YEREKERANYE N'IMPANO YA MILIYONI MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (USD 20.000.000) IGENEWE UMUSHINGA WA KABIRI WO KWAGURA UBUHINZI BURAMBYE N'UBWHAZE MU BIRIBWA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 UKUBOZA 2023	PRESIDENTIAL ORDER N° 021/01 OF 16/02/2024 RATIFYING THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS TRUSTEE AND AS A SUPERVISING ENTITY OF THE GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM, RELATING TO THE GRANT OF TWENTY MILLION UNITED STATES DOLLARS (USD 20,000,000) FOR THE SECOND SUSTAINABLE AGRICULTURAL INTENSIFICATION AND FOOD SECURITY PROJECT, SIGNED IN KIGALI, RWANDA, ON 07 DECEMBER 2023	ARRÊTÉ PRÉSIDENTIEL N° 021/01 DU 16/02/2024 RATIFIANT L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT EN TANT QU'ADMINISTRATEUR ET ENTITÉ DE SUPERVISION DU PROGRAMME MONDIAL POUR L'AGRICULTURE ET LA SÉCURITÉ ALIMENTAIRE, RELATIF AU DON DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE DEUXIÈME PROJET D'INTENSIFICATION AGRICOLE DURABLE ET DE SÉCURITÉ ALIMENTAIRE, SIGNÉ À KIGALI, AU RWANDA, LE 07 DÉCEMBRE 2023
Twebwe, KAGAME Paul, Perezida wa Repubulika;	We, KAGAME Paul, President of the Republic;	Nous, KAGAME Paul, Président de la République ;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ;
Dushingiye ku Itegeko n° 026/2024 ryo ku wa 16/02/2024 ryemera kwemeza burundu Amasezerano y'impano hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga	Pursuant to Law n° 026/2024 of 16/02/2024 approving the ratification of the Grant Agreement between the Republic of Rwanda and the International Bank for	Vu la Loi n° 026/2024 du 16/02/2024 approuvant la ratification de l'Accord de don entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le

y’Iterambere nk’urwego ruyobora Ikigega cyo Gutera Inkunga Gahunda y’Isi yo Guteza Imbere Ubuhinzi n’Ubwihaze mu Biribwa, yerekeranye n’impano ya miliyoni makumyabiri z’Amadorari y’Abanyamerika (20.000.000 USD) igenewe umushinga wa kabiri wo kwagura ubuhinzi burambye n’ubwihaze mu biribwa, yashyiriweho umukono i Kigali mu Rwanda, ku wa 07 Ukuboza 2023; Tumaze kubona Amasezerano y’impano hagati ya Repubulika y’u Rwanda na Banki Mpuzamahanga y’Iterambere nk’urwego ruyobora Ikigega cyo Gutera Inkunga Gahunda y’Isi yo Guteza Imbere Ubuhinzi n’Ubwihaze mu Biribwa, yerekeranye n’impano ya miliyoni makumyabiri z’Amadorari y’Abanyamerika (USD 20.000.000) igenewe umushinga wa kabiri wo kwagura ubuhinzi burambye n’ubwihaze mu biribwa, yashyiriweho umukono i Kigali mu Rwanda, ku wa 07 Ukuboza 2023; Bisabwe na Minisitiri w’Imari n’Igenamigambi; Inama y’Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE:	Reconstruction and Development acting as trustee and as a supervising entity of the Global Agriculture and Food Security Program, relating to the grant of twenty million American Dollars (USD 20,000,000) for the second sustainable agricultural intensification and food security project, signed in Kigali, Rwanda, on 07 December 2023; Considering the Grant Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as trustee and as a supervising entity of the Global Agriculture and Food Security Program, relating to the grant of twenty million United States Dollars (USD 20,000,000) for the second sustainable agricultural intensification and food security project, signed in Kigali, Rwanda, on 07 December 2023; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet; DO ORDER:	Développement agissant en tant qu’administrateur et entité de supervision du Programme Mondial pour l’Agriculture et la Sécurité Alimentaire, relatif au don de vingt millions de Dollars Américains (20.000.000 USD) pour le deuxième projet de d’intensification agricole durable et de sécurité alimentaire, signé à Kigali, Rwanda, le 07 décembre 2023 ; Considérant l’Accord de don entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu’administrateur et entité de supervision du Programme Mondial pour l’Agriculture et la Sécurité Alimentaire, relatif au don de vingt millions de Dollars Américains (20.000.000 USD) pour le deuxième projet d’intensification agricole durable et de sécurité alimentaire, signé à Kigali, au Rwanda, le 07 décembre 2023 ; Sur proposition du Ministre des Finances et de la Planification Économique ; Après examen et adoption par le Conseil des Ministres ; AVONS ARRÊTÉ :
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<u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano y'impano hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'urwego ruyobora Ikigega cyo Gutera Inkunga Gahunda y'Isi yo Guteza Imbere Ubuhinzi n'Ubwihaze mu Biribwa, yerekeranye n'impano ya miliyoni makumyabiri z'Amadorari y'Abanyamerika (USD 20.000.000) igenewe umushinga wa kabiri wo kwagura ubuhinzi burambye n'ubwihaze mu biribwa, yashyiriweho umukono i Kigali mu Rwanda, ku wa 07 Ukuboza 2023, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <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'Ubuhinzi n'Ubworozi bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 3: Ingingo y'ururimi</u> Iri teka ryateguwe mu rurimi rw'Icyongereza.	<u>Article One: Ratification</u> The Grant Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as trustee and as a supervising entity of the Global Agriculture and Food Security Program, relating to the grant of twenty million United States Dollars (USD 20,000,000) for the second sustainable agricultural intensification and food security project, signed in Kigali, Rwanda, on 07 December 2023, annexed to this Order, is ratified and becomes fully effective. <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 Agriculture and Animal Resources are entrusted with the implementation of this Order. <u>Article 3: Language provision</u> This Order was drafted in English.	<u>Article premier : Ratification</u> L'Accord de don entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'administrateur et entité de supervision du Programme Mondial pour l'Agriculture et la Sécurité Alimentaire, relatif au don de vingt millions de Dollars Américains (20.000.000 USD) pour le deuxième projet d'intensification agricole durable et de sécurité alimentaire, signé à Kigali, au Rwanda, le 07 décembre 2023, annexé au présent arrêté, est ratifié et sort son plein et entier effet. <u>Article 2 : Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Finances et de la Planification Économique, et le Ministre des Affaires Étrangères et de la Coopération Internationale, et le Ministre de l'Agriculture et des Ressources Animales sont chargés de l'exécution du présent arrêté. <u>Article 3 : Disposition linguistique</u> Le présent arrêté a été rédigé en anglais.
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<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 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 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, 16/02/2024

(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° 021/01 RYO KU WA 16/02/2024 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUYOBORA IKIGEGA CYO GUTERA INKUNGA GAHUNDA Y'ISI YO GUTEZA IMBERE UBUHINZI N'UBWHAZE MU BIRIBWA, YEREKERANYE N'IMPANO YA MILIYONI MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (USD 20.000.000) IGENEWE UMUSHINGA WA KABIRI WO KWAGURA UBUHINZI BURAMBYE N'UBWHAZE MU BIRIBWA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 UKUBOZA 2023	ANNEX TO PRESIDENTIAL ORDER N° 021/01 OF 16/02/2024 RATIFYING THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS TRUSTEE AND AS A SUPERVISING ENTITY OF THE GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM, RELATING TO THE GRANT OF TWENTY MILLION UNITED STATES DOLLARS (USD 20,000,000) FOR THE SECOND SUSTAINABLE AGRICULTURAL INTENSIFICATION AND FOOD SECURITY PROJECT, SIGNED IN KIGALI, RWANDA, ON 07 DECEMBER 2023	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 021/01 DU 16/02/2024 RATIFIANT L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT EN TANT QU'ADMINISTRATEUR ET ENTITÉ DE SUPERVISION DU PROGRAMME MONDIAL POUR L'AGRICULTURE ET LA SÉCURITÉ ALIMENTAIRE, RELATIF AU DON DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE DEUXIÈME PROJET D'INTENSIFICATION AGRICOLE DURABLE ET DE SÉCURITÉ ALIMENTAIRE, SIGNÉ À KIGALI, AU RWANDA, LE 07 DÉCEMBRE 2023
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AMASEZERANO Y'IMPANO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUYOBORA IKIGEGA CYO GUTERA INKUNGA GAHUNDA Y'ISI YO GUTEZA IMBERE UBUHINZI N'UBWHAZE MU BIRIBWA, YEREKERANYE N'IMPANO YA MILIYONI MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (USD 20.000.000) IGENEWE UMUSHINGA WA KABIRI WO KWAGURA UBUHINZI BURAMBYE N'UBWHAZE MU BIRIBWA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 UKUBOZA 2023	GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS TRUSTEE AND AS A SUPERVISING ENTITY OF THE GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM, RELATING TO THE GRANT OF TWENTY MILLION UNITED STATES DOLLARS (USD 20,000,000) FOR THE SECOND SUSTAINABLE AGRICULTURAL INTENSIFICATION AND FOOD SECURITY PROJECT, SIGNED IN KIGALI, RWANDA, ON 07 DECEMBER 2023	ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT EN TANT QU'ADMINISTRATEUR ET ENTITÉ DE SUPERVISION DU PROGRAMME MONDIAL POUR L'AGRICULTURE ET LA SÉCURITÉ ALIMENTAIRE, RELATIF AU DON DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE DEUXIÈME PROJET D'INTENSIFICATION AGRICOLE DURABLE ET DE SÉCURITÉ ALIMENTAIRE, SIGNÉ À KIGALI, AU RWANDA, LE 07 DÉCEMBRE 2023
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GAFSP GRANT NUMBER TF-C3231

Global Agriculture and Food Security Program Grant Agreement

(Second Sustainable Agricultural Intensification and Food Security Project)

between

REPUBLIC OF RWANDA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

**(acting as Trustee and as a Supervising Entity of the Global Agriculture and Food
Security Program)**

GAFSP GRANT NUMBER TF-C3231

GLOBAL AGRICULTURE AND FOOD SECURITY PROGRAM

GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF RWANDA (“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”), acting as Trustee and as a Supervising Entity of the Global Agriculture and Food Security Program. The Recipient and the Bank hereby agree as follows:

Article I — Standard Conditions; Definitions

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix this Agreement.

Article II — The Project

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project and cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article II of the Standard Conditions, Schedule 2 to this Agreement and the Project Agreement.

Article III — The Grant

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed twenty million United States Dollars (\$20,000,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV — Additional Remedies

- 4.01. The Additional Events of Suspension consist of the following, namely that the RAB Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under its Project Agreement.
- 4.02. The Additional Events of Acceleration consist of the following, namely, that any of the events specified in section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Bank to the Recipient.

Article V — Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:
 - (a) the execution and delivery of this Agreement on behalf of the Recipient and the Project Agreement on behalf of the Project Implementing Entity have been duly authorized or ratified by all necessary governmental and corporate action;
 - (b) the Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity;
 - (c) the Recipient has prepared and adopted the Project Implementation Manual (except the Matching Grant's Manual Annex) in form and substance acceptable to the Association;
 - (d) the Recipient has adopted the disclosed Environmental and Social Management Framework, including EHS and SEA/SH, the Labour Management Procedures, the Resettlement Policy Framework and the Stakeholder Engagement Plan in form and substance acceptable to the Association; and
 - (e) the Recipient through the Project Implementing Entity has recruited or appointed to the RAB-SPIU an environmental safeguards specialist and a social safeguards specialist, with experience, qualifications, and under terms of reference acceptable to the Association, and in accordance with the Procurement Regulations.

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

Article VI — Recipient’s Representative; Addresses

- 6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.

6.02. For purposes of Section 7.01 of the Standard Conditions:

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

info@minecofin.gov.rw

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

(a) the Bank's address is:

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

(b) the Bank's Electronic address is:

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

AGREED as of the Signature Date.

REPULIC OF RWANDA

By

Honorable Dr. Uzziel Ndagijimana

Authorized Representative

Name: Honorable Dr. Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 07-Dec-2023

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
acting as Trustee and as a Supervising Entity of the Global
Agriculture and Food Security Program**

By

Sahr Kpundeh

Authorized Representative

Name: Sahr Kpundeh

Title: Country Manager, World Bank, Rwanda

Date: 07-Dec-2023

SCHEDULE 1

Project Description

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

The Project consists of the following parts:

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

- 1.1. Strengthen institutional and entrepreneurial capacity of selected farmer organizations for improved agricultural productivity.
- 1.2. Supporting agricultural productivity enhancement including through: (i) development of model farms to promote the use of agricultural inputs; (ii) providing Matching Grants and technical assistance to agribusiness SMEs and individual commercial farmers and producer organizations for seeds production; (iii) provision of Matching Grants for investments in on-farm mechanization across value chains; (iv) promoting awareness and capacity building for farmers and producer organizations to access available agriculture finance and agriculture insurance products in Rwanda; and (v) provision of Matching Grants to finance protected agriculture.
- 1.3. Carry out activities and campaigns aimed at improving nutrition outcomes at household level including by (i) facilitating access to planting materials of diverse plant-based food, including bio-fortified crops, mushrooms and fruits; and (ii) ensuring availability of animal protein for household consumption through backyard poultry farming.

Part 2: Irrigation and Water Use Efficiency

- 2.1. Supporting climate smart and efficient irrigation interventions including through (i) facilitating access to affordable and sustainable irrigation technologies; (ii) provision of Matching Grants for small-scale irrigation equipment; and (iii) financing the improvement of the Small-Scale Irrigation Technologies (SSITs) Development Program.
- 2.2. Strengthening irrigation management capacity including through (i) financing on-farm training in the handling, assembling, and proper use of different irrigation equipment, and (ii) facilitating the establishment of new WUAs for farmers applying for Small-Scale Irrigation Technologies in groups

Part 3: Market Linkages and Value Addition Investment Support

- 3.1 Carry out activities aimed at supporting capacity building of farmer organizations to foster market linkages.
- 3.2 Financing investment support to market linkages including through provision of Matching Grants for eligible investments outlined in the PIM.

Part 4: Project Management and Technical Assistance

- 4.1 Supporting Project management including by financing (i) project staffing, their coordination and training, (ii) Project monitoring and evaluation activities, (iii) communication, and (iv) environmental and social risk management of Project activities including the grievance redress system.
- 4.2 Support knowledge management and dissemination including through (i) development and dissemination of knowledge products, and (ii) organizing and facilitating the exchange of knowledge and experiences between relevant stakeholders.
- 4.3 Provision of technical assistance to improve project performance, incorporate best agriculture and household level nutrition improvement practices, integrate farming as a business practice in extension services, and document lessons learned.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Project Steering Committee (PSC)

- (a) The Recipient shall maintain throughout the period of implementation of the Project, a Project steering committee (the “Project Steering Committee” or “PSC”) with adequate resources, composition and hierarchic level of membership, in the views of the Bank, for the purpose of, among other things, providing strategic guidance for the implementation of the Project, and approving Annual Work Plans and Budgets and Project Reports.
- (b) Without limitation to the provisions of Section I.A.1(a) of this Schedule, the PSC shall be chaired by the permanent secretary of MINAGRI and include representatives of the ministries and agencies involved in the implementation of the Project, as well as private sector and other stakeholders’ representatives. The PSC shall be supported by the RAB-SPIU acting as the secretariat of the PSC.

2. Rwanda Agriculture and Animal Resources Development Board (RAB)

RAB-Single Project Implementing Unit

The Recipient shall ensure that the Project Implementing Entity shall maintain, throughout Project implementation, the Single Project Implementation Unit (“RAB-SPIU”), led by a Project coordinator and composed of key staff, with qualifications and under terms of reference acceptable to the Bank, including staff responsible for procurement, financial management, social and environmental matters, and any other staff as may be agreed with the Bank, and as further detailed in the PIM. The RAB-SPIU shall be responsible for overall day-to-day Project implementation, including, *inter alia*, ensuring coordination with key stakeholders, managing the Project’s fiduciary and environmental and social aspects (including gender, labor and health and safety aspects), and monitoring and evaluation of Project implementation, as further detailed in the PIM.

B. Implementation Arrangements

1. Project Implementation Manual

- (a) The Recipient shall carry out the Project in accordance with the Project Implementation Manual, satisfactory to the Bank. Said Project Implementation Manual, consisting of: (i) a manual providing details of arrangements and procedures for the implementation of the Project, including: (A) capacity building activities for sustained achievement of the Project's objective; (B) procurement, financial management (including audit) and disbursement arrangements; (C) institutional administration, coordination and day-to-day execution of Project activities; (D) monitoring, evaluation, reporting, information, education and communication arrangements of Project activities; and (E) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; (ii) detailed policies and procedures for Matching Grants(the Matching Grants Manual annex); and (iii) the modalities for handling personal data (*i.e.*, updating personal data collection and processing) in accordance with good international practice.
- (b) The Recipient shall afford the Bank a reasonable opportunity to exchange views with the Recipient on said Project implementation manual, and thereafter, shall adopt such Project implementation manual, as shall have been approved by the Bank ("Project Implementation Manual").
- (c) The Recipient shall ensure that the Project is carried out in accordance with the Project Implementation Manual; provided, however, that in case of any conflict between the provisions of the Project Implementation Manual, on the one hand, and those of this Agreement, on the other, the provisions of this Agreement shall prevail.
- (d) The Recipient shall not amend or waive any provisions of the Project Implementation Manual without the prior written agreement of the Bank.

2. Annual Work Plan and Budget

- (a) The Recipient shall prepare and furnish to the Bank not later than May 31 of each Fiscal Year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed sources of financing.
- (b) Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (i) the type of

Training; (ii) the purpose of the Training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the Training; (v) the location and duration of the Training; and (vi) the cost of the Training.

- (c) The Recipient shall afford the Bank a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Bank (“Annual Work Plan and Budget”).
- (d) The Recipient shall not make or allow to be made any changes to the approved Annual Work Plan without prior approval in writing by the Association.

C. Subsidiary Agreement

- 1. To facilitate the carrying out of the Project, the Recipient shall make part of the proceeds of the Grant allocated from time to time to Categories 1, 2 and 3 of the Disbursement Table available to the RAB under a subsidiary agreement between the Recipient and RAB (the “Subsidiary Agreement”), under terms and conditions approved by the Bank.
- 2. The Subsidiary Agreement shall be entered into under terms and conditions approved by the Bank which shall include:
 - (a) the amount of the Grant made available under the Subsidiary Agreement as a subsidiary grant (as applicable).
 - (b) the subsidiary grant shall be denominated in Dollars.
 - (c) the obligation of the Project Implementing Entity to: (i) carry out the respective parts of Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient; (ii) provide, promptly as needed, the resources required for the purpose of carrying out the respective parts of Project; (iii) procure the goods, works, non-consulting services and consultants’ services to be financed out of the Subsidiary Grant in accordance with the provisions of this Agreement; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the respective parts of the Project and the achievement of its objectives; (v) (A) maintain a financial management

system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related the respective parts of the Project; and (B) have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Recipient and the Bank; (vi) enable the Recipient and the Bank to inspect the respective parts Project, its operation and any relevant records and documents; and (vii) prepare and furnish to the Recipient and the Bank all such information as the Recipient or the Bank shall reasonably request relating to the foregoing; and

(d) the right of the Recipient to take remedial actions against the Project Implementing Entity, in case the Project Implementing Entity shall have failed to comply with any of its obligations under the Subsidiary Agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all of any part of the proceeds of the financing transferred to the Project Implementing Entity pursuant to the Subsidiary Agreement.

3. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any of the Subsidiary Agreement or any of their provisions.
4. In the event of any conflict between the provisions of any of the Subsidiary Agreements and those of this Agreement, the latter shall prevail.

D. Matching Grants

1. For purposes of the implementation of Parts 1.2(ii) (iii)(v), 2.1(ii) and 3.2 of the Project, the Recipient shall cause the Project Implementing Entity to make matching grants (“Matching Grants”) for Sub-projects to beneficiaries (“Matching Grants Beneficiaries”) in accordance with eligibility criteria and procedures set forth in the manual for Matching Grants (“Matching Grants Manual”) annexed to the PIM and acceptable to the Bank which shall include the following:
 - (a) (i) prior to the implementation of any activity under Parts 1.2(ii) (iii)(v), 2.1(ii) and 3.2 prepare and adopt the Matching Grants Manual in a manner acceptable to the Bank; (ii) immediately thereafter, carry out Parts 1.2(ii), (iii) (v), 2.1(ii) and 3.2 of the Project in accordance with the requirements set forth in the Matching Grants Manual, including eligibility criteria, selection procedures and implementation condition; and (iii) not assign,

amend, abrogate or waive any provision of the Matching Grants Manual without prior written approval of the Bank. In case of any conflict between the terms of the Matching Grants Manual and those of this Agreement, the terms of this Agreement shall prevail; and

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

of the failure of the Matching Grants Beneficiary to perform any of its obligations under the Matching Grants Agreement.

2. The Recipient shall cause the Project Implementing Entity to exercise its rights and carry out its obligations under each Matching Grants Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Matching Grants Agreement or any of its provisions.

E. Environmental and Social Standards.

1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the

environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
- 6. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than one month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Grant Proceeds**A. General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (Inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs under the Project except for Parts 1.2(ii) (iii)(v), 2.1(ii) and 3.2 and 4.3	9,958,000	100%
(2) Matching Grants under Parts 1.2(ii) (iii) (v), 2.1(ii) and 3.2 of the Project	9,542,000	100%
(3) Training under Part 4.3 of the Project	500,000	100%
TOTAL AMOUNT	20,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date;
 - (b) under Category 2, unless and until the Recipient has prepared and adopted the Matching Grant's Manual (annexed to the PIM) in form and substance acceptable to the Bank; and
 - (c) under Category 3 unless and until the Service Agreement has been executed and delivered to the Bank in a manner satisfactory to the Bank.
2. The Closing Date is December 31, 2026.

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011, and as of July 1, 2016.
2. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
3. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 8, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
4. “Environmental and Social Management Framework” means the Recipients environmental and social management framework referred to in the ESCP.
5. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
6. “FAO” means Food and Agriculture Organization of the United Nations.

7. “Gender Action Plan” means the Recipient’s gender action plan referred to in part 1.2(3) of the ESCP.
8. “Labor Management Procedures” means the Recipient’s procedures on labor management referred to in part 2.1 of the ESCP.
9. “Matching Grant” means a grant to be provided to each Matching Grant Beneficiary from the proceeds of the Grant for the purposes of carrying out activities under Parts 1.2(ii), (iii) (v), 2.1(ii) and 3.2 of the Project; and Matching Grants means many such grants.
10. “Matching Grants Agreement” means the agreement to be entered into between the Project Implementing Entity and each Matching Grant Beneficiary for the provision of a Matching Grant, and referred to in Section I.D of Schedule 2 to this Agreement.
11. “Matching Grants Beneficiary” means each men, women and youth in rural households in the Recipient’s territory selected in accordance with the criteria and procedures established in the Matching Grants Manual, which will benefit from the provision of Matching Grants under Parts 1.2(ii), (iii) (v), 2.1(ii) and 3.2 of the Project.
12. “Matching Grants Manual” means the manual setting forth the eligibility criteria, selection process of Matching Grant Beneficiaries and activities to be financed under Parts 1.2(ii), (iii) (v), 2.1(ii) and 3.2 of the Project (including a negative list of activities) annexed to the PIM.
13. “MINAGRI” means the Recipient’s ministry in charge of agriculture or any successor thereto.
14. “MINECOFIN” the Recipient’s ministry in charge of finance or any successor thereto.
15. “Operating Costs” means the incremental expenses incurred on account of Project implementation, including office rental fees, equipment maintenance, office maintenance and administration costs, utilities, communication and insurance costs, vehicle operation and maintenance, travel, *per diem*, salaries of locally contracted employees but excluding salaries of officials of the Recipient's civil service.
16. “Pest Management Plan” means the Recipient’s pest management plan referred to in section 1.2(3) of the ESCP.
17. “Project Steering Committee” or “PSC” means the committee to be established by the Recipient in accordance with the provisions of Section I.A.1 of Schedule 2 to this Agreement.

18. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
19. “Project Agreement” means the agreement between the Bank and the Project Implementing Entity relating to the implementation of all or part of the Project, as such agreement may be amended from time to time. “Project Agreement” includes the Standard Conditions as applied to the Project Agreement, and all appendices, schedules and agreements supplemental to the Project Agreement.
20. “Project Areas” means the Districts of Rwamagana, Kayonza, Gatsibo, Ngoma, Nyanza, Rulindo, Karongi, Rutsiro, Nyabihu, Kamonyi, Huye, Ruhango, Muhanga, Gisagara, Nyamagabe, Bugesera, Rusizi, Nyagatare, Kirehe and Ngororero
21. “Project Implementing Entity” means RAB.
22. “Project Implementation Manual” or “PIM” means the manual referred to in Section I.B(1) of this Agreement.
23. “Project Steering Committee” or “PSC” means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
24. “RAB- SPIU” means the Single Project Implementation Unit, located under the RAB’s Office of the Director General and composed of key staff for the coordination of various projects, including staff responsible for procurement, financial management, social safeguards, environmental matters, which is responsible for the coordination of the implementation of activities financed by donors including the Bank.
25. “Rwanda Agriculture and Animal Resources Development Board” or “RAB” means the autonomous body established by LAW N°38/2010 OF 25/11/2010 and currently governed by Presidential Order N° 074/01 of 09/12/2022 governing Rwanda Agriculture and Animal Resources Development Board (RAB).
26. “RAB Legislation” means Presidential Order N° 074/01 of 09/12/2022 governing Rwanda Agriculture and Animal Resources Development Board (RAB) and its implementation regulations.
27. “Resettlement Policy Framework” means the Recipient’s policy on resettlement referred to in part 5.1 of the ESCP.
28. “Service Agreement” means the service agreement to be executed between the PIE and a Service Provider in accordance with the provisions in the Project Agreement.
29. “Service Provider” means FAO.

30. “Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH) plan” means the Recipient’s sexual exploitation and abuse and sexual harassment prevention and response plan referred to in part 1.2 (1) of the ESCP.
31. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Grant Agreement” in the Standard Conditions.
32. “Small-Scale Irrigation Technologies (SSITs) Development Program” means irrigation system which dot require complex designs, with water pumping requirement not exceeding 5 bars, and implemented on land areas between 0.5 and 10 hectares which are owned by individual farmers, groups of farmers or cooperatives.
33. “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
34. “Sub-project” means a specific agricultural-related project to be carried out by a Matching Grants Beneficiary under Parts 1.2(ii), (iii) (v), 2.1(ii) and 3.2 of the Project pursuant to criteria set forth in the Matching Grants Manual.
35. “Subsidiary Agreement” means the agreement referred to in Section I.C of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity.
36. “Training” means expenditures (other than those for consultants’ services) incurred by the Project Implementing Entity to finance the reasonable local and international travel costs (i.e. accommodation, transportation, travel insurance and per diem, inter alia) of trainees and trainers (if applicable), training registration fees, catering, rental of training facilities and equipment, logistics and printing services, as well as training materials, all for the purposes of, and directly related to, the training activities described in the Project.
37. “Water User Associations” means a water user association established pursuant to Ministerial Order N°001/11.30 Of 23/11/2011 establishing irrigation water users’ associations in irrigation schemes.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 021/01 ryo ku wa 16/02/2024 ryemeza burundu Amasezerano y'impano hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'urwego ruyobora Ikigega cyo Gutera Inkunga Gahunda y'Isi yo Guteza Imbere Ubuhinzi n'Ubwihaze mu Biribwa, yerekeranye n'impano ya miliyoni makumyabiri z'Amadorari y'Abanyamerika (USD 20.000.000) igenewe umushinga wa kabiri wo kwagura ubuhinzi burambye n'ubwihaze mu biribwa, yashyiriweho umukono i Kigali mu Rwanda, ku wa 07 Ukuboza 2023	Seen to be annexed to Presidential Order n° 021/01 of 16/02/2024 ratifying the Grant Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as trustee and as a supervising entity of the Global Agriculture and Food Security Program, relating to the grant of twenty million United States Dollars (USD 20,000,000) for the second sustainable agricultural intensification and food security project, signed in Kigali, Rwanda, on 07 December 2023	Vu pour être annexé à l'Arrêté Présidentiel n° 021/01 du 16/02/2024 ratifiant l'Accord de don entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'administrateur et entité de supervision du Programme Mondial pour l'Agriculture et la Sécurité Alimentaire, relatif au don de vingt millions de Dollars Américains (20.000.000 USD) pour le deuxième projet d'intensification agricole durable et de sécurité alimentaire, signé à Kigali, au Rwanda, le 07 décembre 2023
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Kigali, 16/02/2024

(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° 022/01 RYO KU WA 16/02/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (USD 200.000.000/CREDIT A) NA MILIYONI IJANA Z'AMADOLARI Y'ABANYAMERIKA (USD 100.000.000/CREDIT B) IGENEWE UMUSHINGA W'U RWANDA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE MURI AFURIKA Y'IBURASIRAZUBA N'IY'AMAJYEPFO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 14 UKUBOZA 2023	PRESIDENTIAL ORDER N° 022/01 OF 16/02/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDITS AMOUNTING TO TWO HUNDRED MILLION UNITED STATES DOLLARS (USD 200,000,000/CREDIT A) AND ONE HUNDRED MILLION UNITED STATES DOLLARS (USD 100,000,000/CREDIT B) FOR RWANDA-ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION IN EASTERN AND SOUTHERN AFRICA PROJECT, SIGNED IN KIGALI, RWANDA ON 14 DECEMBER 2023	ARRÊTÉ PRÉSIDENTIEL N° 022/01 DU 16/02/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AUX CRÉDITS D'UN MONTANT DE DEUX CENT MILLIONS DE DOLLARS AMÉRICAINS (200.000.000 USD/CRÉDIT A) ET DE CENT MILLIONS DE DOLLARS AMÉRICAINS (100.000.000 USD/CRÉDIT B) POUR LE PROJET DU RWANDA D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE EN AFRIQUE DE L'EST ET DU SUD, SIGNÉ À KIGALI, AU RWANDA, LE 14 DÉCEMBRE 2023
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ITEKA RYA PEREZIDA N° 022/01 RYO KU WA 16/02/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (USD 200.000.000/CREDIT A) NA MILIYONI IJANA Z'AMADOLARI Y'ABANYAMERIKA (USD 100.000.000/CREDIT B) IGENEWE UMUSHINGA W'U RWANDA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE MURI AFURIKA Y'IBURASIRAZUBA N'IY'AMAJYEPFO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 14 UKUBOZA 2023 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;	PRESIDENTIAL ORDER N° 022/01 OF 16/02/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDITS AMOUNTING TO TWO HUNDRED MILLION UNITED STATES DOLLARS (USD 200,000,000/CREDIT A) AND ONE HUNDRED MILLION UNITED STATES DOLLARS (USD 100,000,000/CREDIT B) FOR RWANDA-ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION IN EASTERN AND SOUTHERN AFRICA PROJECT, SIGNED IN KIGALI, RWANDA ON 14 DECEMBER 2023 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168;	ARRÊTÉ PRÉSIDENTIEL N° 022/01 DU 16/02/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AUX CRÉDITS D'UN MONTANT DE DEUX CENT MILLIONS DE DOLLARS AMÉRICAINS (200.000.000 USD/CRÉDIT A) ET DE CENT MILLIONS DE DOLLARS AMÉRICAINS (100.000.000 USD/CRÉDIT B) POUR LE PROJET DU RWANDA D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE EN AFRIQUE DE L'EST ET DU SUD, SIGNÉ À KIGALI, AU RWANDA, LE 14 DÉCEMBRE 2023 Nous, KAGAME Paul, Président de la République ; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ;
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Dushingiye ku Itegeko n° 027/2024 ryo ku wa 16/02/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni magana abiri z'Amadolari y'Abanyamerika (200.000.000 USD/Credit A) na miliyoni ijana z'Amadolari y'Abanyamerika (100.000.000 USD/Credit B) igenewe umushinga w'u Rwanda wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije muri Afurika y'Iburasirazuba n'Iy'Amajyepfo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 14 Ukuboza 2023;	Pursuant to Law n° 027/2024 of 16/02/2024 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credits amounting to two hundred million United States Dollars (USD 200,000,000/Credit A) and one hundred million United States Dollars (USD 100,000,000/Credit B) for Rwanda-accelerating sustainable and clean energy access transformation in Eastern and Southern Africa project, signed in Kigali, Rwanda, on 14 December 2023;	Vu la Loi n° 027/2024 du 16/02/2024 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif aux crédits d'un montant de deux cent millions de Dollars Américains (200.000.000 USD/Crédit A) et de cent millions de Dollars Américains (100.000.000 USD/Crédit B) pour le projet du Rwanda d'accélération de la transformation d'accès à l'énergie durable et propre en Afrique Orientale et Australe, signé à Kigali, Rwanda, le 14 décembre 2023 ;
Tumaze kubona Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni magana abiri z'Amadolari y'Abanyamerika (USD 200.000.000/<i>Credit A</i>) na miliyoni ijana z'Amadolari y'Abanyamerika (USD 100.000.000/<i>Credit B</i>) igenewe umushinga w'u Rwanda wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije muri Afurika y'Iburasirazuba n'Iy'Amajyepfo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 14 Ukuboza 2023;	Considering the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credits amounting to two hundred million United States Dollars (USD 200,000,000/Credit A) and one hundred million United States Dollars (USD 100,000,000/Credit B) for Rwanda-accelerating sustainable and clean energy access transformation in Eastern and Southern Africa project, signed in Kigali, Rwanda, on 14 December 2023;	Considérant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif aux crédits d'un montant de deux cent millions de Dollars Américains (200.000.000 USD/Crédit A) et de cent millions de Dollars Américains (100.000.000 USD/Crédit B) pour le projet du Rwanda d'accélération de la transformation d'accès à l'énergie durable et propre en Afrique de l'Est et du Sud, signé à Kigali, au Rwanda, le 14 décembre 2023 ;

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 ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni magana abiri z'Amadolari y'Abanyamerika (USD 200.000.000/<i>Credit A</i>) na miliyoni ijana z'Amadolari y'Abanyamerika (USD 100.000.000/<i>Credit B</i>) igenewe umushinga w'u Rwanda wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije muri Afurika y'Iburasirazuba n'Iy'Amajyepfo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 14 Ukuboza 2023, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi	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 Republic of Rwanda and the International Development Association, relating to the credits amounting to two hundred million United States Dollars (USD 200,000,000/<i>Credit A</i>) and one hundred million United States Dollars (USD 100,000,000/<i>Credit B</i>) for Rwanda-accelerating sustainable and clean energy access transformation in Eastern and Southern Africa project, signed in Kigali, Rwanda, on 14 December 2023, annexed to this Order, is ratified and becomes fully effective. <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	Sur proposition du Ministre des Finances et de la Planification Économique ; Après examen et adoption par le Conseil des Ministres ; AVONS ARRÊTÉ : <u>Article premier : Ratification</u> L'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif aux crédits d'un montant de deux cent millions de Dollars Américains (200.000.000 USD/<i>Crédit A</i>) et de cent millions de Dollars Américains (100.000.000 USD/<i>Crédit B</i>) pour le projet du Rwanda d'accélération de la transformation d'accès à l'énergie durable et propre en Afrique de l'Est et du Sud, signé à Kigali, au Rwanda, le 14 décembre 2023, annexé au présent arrêté, est ratifié et sort son plein et entier effet. <u>Article 2 : Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Finances et de la Planification Économique, et le
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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.	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.	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, 16/02/2024

(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° 022/01 RYO KU WA 16/02/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (USD 200.000.000/CREDIT A) NA MILIYONI IJANA Z'AMADOLARI Y'ABANYAMERIKA (USD 100.000.000/CREDIT B) IGENEWE UMUSHINGA W'U RWANDA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE MURI AFURIKA Y'IBURASIRAZUBA N'IY'AMAJYEPFO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 14 UKUBOZA 2023	ANNEX TO PRESIDENTIAL ORDER N° 022/01 OF 16/02/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDITS AMOUNTING TO TWO HUNDRED MILLION UNITED STATES DOLLARS (USD 200,000,000/CREDIT A) AND ONE HUNDRED MILLION UNITED STATES DOLLARS (USD 100,000,000/CREDIT B) FOR RWANDA- ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION IN EASTERN AND SOUTHERN AFRICA PROJECT, SIGNED IN KIGALI, RWANDA ON 14 DECEMBER 2023	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 022/01 DU 16/02/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AUX CRÉDITS D'UN MONTANT DE DEUX CENT MILLIONS DE DOLLARS AMÉRICAINS (200.000.000 USD/CRÉDIT A) ET DE CENT MILLIONS DE DOLLARS AMÉRICAINS (100.000.000 USD/CRÉDIT B) POUR LE PROJET DU RWANDA D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE EN AFRIQUE DE L'EST ET DU SUD, SIGNÉ À KIGALI, AU RWANDA, LE 14 DÉCEMBRE 2023
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AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (USD 200.000.000/CREDIT A) NA MILIYONI IJANA Z'AMADOLARI Y'ABANYAMERIKA (USD 100.000.000/CREDIT B) IGENEWE UMUSHINGA W'U RWANDA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE MURI AFURIKA Y'IBURASIRAZUBA N'IY'AMAJYEPFO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 14 UKUBOZA 2023	FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDITS AMOUNTING TO TWO HUNDRED MILLION UNITED STATES DOLLARS (USD 200,000,000/CREDIT A) AND ONE HUNDRED MILLION UNITED STATES DOLLARS (USD 100,000,000/CREDIT B) FOR RWANDA- ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION IN EASTERN AND SOUTHERN AFRICA PROJECT, SIGNED IN KIGALI, RWANDA ON 14 DECEMBER 2023	ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AUX CRÉDITS D'UN MONTANT DE DEUX CENT MILLIONS DE DOLLARS AMÉRICAINS (200.000.000 USD/CRÉDIT A) ET DE CENT MILLIONS DE DOLLARS AMÉRICAINS (100.000.000 USD/CRÉDIT B) POUR LE PROJET DU RWANDA D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE EN AFRIQUE DE L'EST ET DU SUD, SIGNÉ À KIGALI, AU RWANDA, LE 14 DÉCEMBRE 2023
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CREDIT NUMBER 7461-RW (CREDIT A)
CREDIT NUMBER 7460-RW (CREDIT B)

Financing Agreement

**(Rwanda - Accelerating Sustainable and Clean Energy Access Transformation in
Eastern and Southern Africa Project using Multi-Phase Programmatic Approach)**

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 7461-RW (CREDIT A)
CREDIT NUMBER 7460-RW (CREDIT B)

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF RWANDA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS:

- A. The Participating Countries, including the Recipient and the Regional Bodies have agreed to participate in the MPA Program, and intend to coordinate among each other for the carrying out of activities under projects and programs to be implemented by the Participating Countries and the Regional Bodies to accelerate access to sustainable, reliable and clean energy in Eastern and Southern Africa;
- B. To facilitate the implementation of the MPA Program:
1. by a financing agreement to be entered into on or about the date hereof between the Republic of Sao Tome and Principe (“STP”) and the Association (“STP Financing Agreement”), the Association will extend to STP financing to assist STP in financing activities related to the MPA Program on the terms and conditions set forth in the STP Financing Agreement;
 2. by a financing agreement to be entered into on or about the date hereof between the United Republic of Tanzania (“Tanzania”) and the Association (“Tanzania Financing Agreement”), the Association will extend to Tanzania financing to assist Tanzania in financing activities related to the MPA Program on the terms and conditions set forth in the Tanzania Financing Agreement;
 3. by a financing agreement to be entered into on or about the date hereof between the Federal Republic of Somalia (“Somalia”) and the Association (“Somalia Financing Agreement”), the Association will extend to Somalia financing to assist Somalia in financing activities related to the MPA Program on the terms and conditions set forth in the Somalia Financing Agreement;
 4. by a financing agreement to be entered into on or about the date hereof between the Association and the Common Market for Eastern Africa (“COMESA”) (“COMESA Financing Agreement”), the Association will extend to COMESA financing to assist COMESA in financing activities related to the MPA Program, on the terms and conditions set forth in the COMESA Financing Agreement;

5. by a financing agreement to be entered into on or about the date hereof between the Association and the Eastern and Southern African Trade Development Bank (“TDB”) (“TDB Financing Agreement”), the Association will extend to TDB financing to assist TDB in financing activities related to the MPA Program, on the terms and conditions set forth in the TDB Financing Agreement; and
- C. The Recipient, having satisfied itself as to the feasibility and priority of its activities, has requested the Association to assist in financing activities related to the MPA Program.

NOW, THEREFORE, the Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient credits, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Credit” and “Financing”), in the following amounts to assist in financing the project described in Schedule 1 to this Agreement (“Project”):
 - (a) the amount of two hundred million United States Dollars (US\$ 200,000,000) (“Credit A”); and
 - (b) the amount of one hundred million United States Dollars (US\$100,000,000) (Credit B”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are March 1 and September 1 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

- 2.06. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall cause: (a) Parts 1, 2, 3.5, and 4.1 of the Project to be carried out by the Energy Development Corporation Limited (EDCL) (EDCL Respective Parts), and (b) Parts 3.1, 3.2, 3.3, 3.4, and 4.2 of the Project to be carried out by Development Bank of Rwanda (BRD) (BRD Respective Parts), all in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the respective Subsidiary Agreements.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
- (a) the EDCL Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of the EDCL to perform any of its obligations under the Project; and
 - (b) the BRD Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of BRD to perform any of its obligations under the Project.
- 4.02. The Co-financing Deadline for the effectiveness of the Co-financing Agreement is June 30, 2025.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Recipient has caused the EDCL to prepare and adopt the EDCL Project Operations Manual, in form and substance satisfactory to the Association.
 - (b) the Subsidiary Agreements, acceptable to the Association, shall have been executed and delivered on behalf of the Recipient and each Project Implementing Entity, and such Subsidiary Agreements shall have become effective and binding upon such parties in accordance with its terms.
 - (c) the Recipient has caused the Project Implementing Entities to prepare, consult upon, disclose, and adopt: (i) the Environmental and Social Management Framework (ESMF) consistent with the national legislation and ESS1, including GBV/SEA/H Action Plan consistent with the national legislation and ESS4, (ii) the Labor Management Procedures (LMP) consistent with the national legislation and ESS2, (iii) the Resettlement Policy Framework (RPF) consistent with the national legislation and

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ESS5, all as set forth in the ESCP, and in form and substance satisfactory to the Association.

- 5.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 5.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

- (a) the Recipient's address is:

Ministry of Finance and Economic Planning
12 KN 3 Ave
P.O BOX 158
Kigali, Rwanda; and

- (b) the Recipient's Electronic Address is:

E-mail: info@minecofin.gov.rw

- 6.03. For purposes of Section 11.01 of the General Conditions:

- (a) the Association's address is:

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

- (b) the Association's Electronic Address is:

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

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Dr. Uzziel Ndagijimana

Authorized Representative

Name: Dr. Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 14-Dec-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Sahr Kpundeh

Authorized Representative

Name: Sahr Kpundeh

Title: Country Manager, World Bank, Rwanda

Date: 14-Dec-2023

SCHEDULE 1**Project Description**

The objective of the Project is to increase access to sustainable and clean energy in the Republic of Rwanda.

The Project constitutes a phase of the MPA Program, and consists of the following parts:

Part 1. Increasing Access to Grid Electricity

1. Expanding grid electricity to targeted Districts, including, *Gisagara, Huye, Muhanga, Nyamagabe, Nyanza, Nyaruguru, Ruhango, Bugesera, Gatsibo, Kayonza, Kirehe, Ngoma, Nyagatare, Rwamagana*, and any qualifying District that may be added, *and* installation of related electricity connections, through the provision of technical advisory services, works and acquisition of goods.

Part 2. Enhancing the Reliability of Electricity Service

1. Carrying out a program of electrification activities (“Subprojects”) to increase efficiency and reliability of electricity supply in targeted areas, and to improve reliability in the distribution network responses to fluctuations and load loss.

Part 3. Increasing Access to Off-Grid Electricity, Clean Cooking Solutions, and Productive Uses of Energy

1. Increasing access to off-grid electricity through Results-based Financing Facility to Off-grid Solar Companies (“RBF-OSC Facility”), and the provision of results-based partial grants (“OSC Grants”) to eligible OSCs to facilitate the sale of solar systems and related after sale services to qualifying households and micro-enterprises, including associated incremental Operating Costs for management of the RBF-OSC Facility.
2. Increasing access to clean cooking solutions, through Results-based Financing Facility for Clean Cooking Solutions (“RBF-CCS Facility”), and the provision of results-based partial grants (“CCS Grants”) to eligible enterprises to facilitate the sale of eligible cooking technologies and products to qualifying households, including associated incremental Operating Costs for management of the RBF-CCS Facility.
3. Increasing access to technologies for productive uses of energy, through Results Based Financing Facility for Productive Uses of Energy (“RBF-PUE Facility”), and the provision of *results*-based partial grants (“PUE Grants”) to eligible enterprises to increase affordability of PUE technologies, including associated incremental operating costs for management of the RBF-PUE Facility.

4. Provision of a revolving line of credit (“Line of Credit” or “LOC”) to BRD for retail lending to MSMEs, and eligible financial institutions (“Participating Financial Institutions” or “PFIs”) (“Sub-financing”) for further on-lending to eligible MSMEs (“Sub-loans”) engaged in off-grid electrification, clean cooking technology and productive uses of energy.
5. Increasing access to clean cooking, and promoting efficient and clean cooking solutions, and modern cooking technologies to public schools and other public institutions, through the provision of works, technical advisory services, and acquisition of goods.

Part 4. Technical Assistance, Institutional Capacity Building, and Implementation Support for Energy Access Acceleration

1. Strengthening the capacity of EDCL for Project management, implementation, and coordination, including: (a) provision of technical assistance to conduct studies on energy efficiency and productive uses of energy, and additional related studies as may be required; (b) building the capacity for designing and implementing energy sector programs; and (c) enhancing the capacity of the Program Coordination Unit (PCU) for Project implementation, including provision of training to the staff of PCU, facilitating the participation of Sector Working Group secretariat in Project implementation, hire of required PCU staff, hire of RBF Facility verification agents, all through the provision of technical advisory services, Training, Operating Costs, and acquisition of goods.
2. Strengthening the capacity of BRD’s Single Project Implementation Unit (“BRD Single PIU”) for Project management, implementation and coordination, including (a) provision of technical assistance to conduct awareness raising campaigns on raising and market facilitation for off-grid solar, clean cooking, and productive use of energy technologies adoption, and conducting additional studies that may be required; (b) provision of Training to the staff of the BRD Single PIU, and strengthening the capacity of BRD Single PIU for Project implementation, and support to grievance redress committees, through the provision of technical advisory services and Operating Costs.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

Energy Development Corporation Limited (EDCL)

1. EDCL Subsidiary Agreement.

- (a) To facilitate the carrying out of the EDCL's Respective Parts of the Project, the Recipient shall make part of the proceeds of the Financing allocated from time to time to Categories 1, 2 and 3 of the table set forth in Section III.A of this Schedule available to EDCL under a subsidiary agreement between the Recipient and the EDCL, under terms and conditions approved by the Association, ("EDCL Subsidiary Agreement").
- (b) The Recipient shall exercise its rights under the EDCL Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the EDCL Subsidiary Agreement or any of its provisions.

2. EDCL Program Coordination Unit

The Recipient shall cause EDCL:

- (a) to maintain a program coordination unit ("EDCL Program Coordination Unit" or "EDCL PCU"), with the responsibility for day-day management and implementation of EDCL Respective Parts of the Project, with adequate resources, and staff including Program manager, a project coordinator, a procurement specialist, a financial management specialist, an environmental and social specialist, a monitoring and evaluation specialist, occupational health and safety specialist, contract management specialist, and a corporate services specialist, all with experience, qualifications, and terms of reference satisfactory to the Association; and
- (b) Without limitation to the provisions of sub-paragraph 2(a) immediately above, the EDCL PCU shall be responsible for: (A) coordinating EDCL Respective Parts of the Project, providing technical advice and guidance, developing the Annual Work Plans and Budgets (including annual operational plans) for the project, preparing budgets, periodic progress

reports and procurement plans, procurement, financial management, and internal audit under the Project; (B) maintaining a financial management system and preparing financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to EDCL Respective Parts of the Project; (C) having such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and (D) preparing and submitting withdrawal application to the Association and operating the designated account for the Project, all in accordance with the provisions of this Agreement and EDCL Project Operations Manual.

Development Bank of Rwanda (BRD)

3. BRD Subsidiary Agreement.

- (a) To facilitate the carrying out of the BRD's Respective Parts of the Project, the Recipient shall make part of the proceeds of the Financing allocated from time to time to Categories 4, 5, and 6 of the table set forth in Section III.A of this Schedule available to BRD under a subsidiary agreement between the Recipient and the BRD, under terms and conditions approved by the Association, ("BRD Subsidiary Agreement").
- (b) The Recipient shall exercise its rights under the BRD Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Subsidiary Agreement or any of its provisions.

4. BRD Single Project Implementation Unit

The Recipient shall cause BRD:

- (a) to maintain a project implementation unit ("BRD Single Project Implementation Unit" or "BRD Single PIU"), with the responsibility for day-day management and implementation of BRD Respective Parts of the Project, with adequate resources, and staff including a manager for Parts 3.1, 3.2, 3.3, and 3.4 respectively, a procurement specialist, a financial management specialist, an environmental, and a social specialist, and such technical staff as may be agreed upon with the Association, all with experience, qualifications, and terms of reference satisfactory to the Association; and

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- (b) Without limitation to the provisions of sub-paragraph 4(a) immediately above, the BRD Single PIU shall be: (A) coordinating BRD Respective Parts of the Project, providing technical advice and guidance, developing the Annual Work Plans and Budgets (including annual operational plans) for the Project, preparing budgets, periodic progress reports and procurement plans, procurement, financial management, and internal audit under the Project; (B) maintaining a financial management system and preparing financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; (C) having such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and (D) preparing and submitting withdrawal application to the Association and operating the designated account for the Project, all in accordance with the provisions of this Agreement and BRD Project Operations Manual.

5. **Project Steering Committees**

- (a) The Recipient shall maintain during Project implementation: (i) the Grid Electricity Project Steering Committee (GE-PSC), with the responsibility for providing oversight and strategic guidance of the EDCL Respective Parts of the Project, and (ii) the Off-Grid and Clean Cooking Project Steering Committee (OG/CC-PSC), with the responsibility for providing oversight and strategic guidance of the BRD Respective Parts of the Project - all with terms of reference, functions, resources, and mandate, satisfactory to the Association.
- (b) (i) The GE-PSC shall be responsible for providing oversight and strategic guidance for the EDCL Respective Parts of the Project, including in each case reviewing progress in Project implementation, and other critical aspects of project performance; and (ii) The OC/GC-PSC shall be responsible for providing oversight and strategic guidance for the BRD Respective Parts of the Project, including in each case reviewing progress in Project implementation, and other critical aspects of project performance.

B. **Project Operations Manuals (POM)**

- 1. The Recipient shall cause EDCL and BRD to carry out their respective parts of the Project in accordance with the manuals (the EDCL Project Operations Manual, BRD Project Operations Manual (together, POMs) prepared in form and substance satisfactory to the Association.

2. The EDCL POM, and the BRD POM, shall each include, *inter alia*, the following provisions: (a) disbursement arrangements, reporting requirements, financial management procedures and audits; (b) procurement arrangements; (c) institutional administration, coordination and day-to-day execution of activities of the Project; (d) monitoring, evaluation, reporting and communication; (e) Project impact and implementation indicators, including the procedures for monitoring and evaluation of the Project; (f) corruption and fraud prevention measures; (g) roles and responsibilities of various agencies and stakeholders in the implementation of the Project; (h) mechanisms for ensuring close coordination and collaboration between various Project stakeholders, in particular and as applicable, the steering committees, the EDCL PCU, the BRD Single PIU, the technical and management teams within EDCL and the BRD, respectively; (i) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the RBF Facilities and associated grants Under Parts 3.1, 3.2, 3.3 and 3.4 of the Project; (j) personal data collection and processing requirements in accordance with good international practice; (k) environmental and social framework aspects, including a detailed description of the grievance redress mechanism process as well as any process for recording and reporting project-related accidents and incidents; and (l) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
3. Except as the Association shall otherwise agree in writing, the Recipient shall not amend, waive, suspend, or abrogate any provision of any POMs, and in case of any inconsistency between the provisions of any POMs and those of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plans and Budget

1. The Recipient shall cause the EDCL and BRD each, to prepare and furnish to the Association: (a) not later than May 31 of each calendar year (EDCL), and (b) not later than November 30 of each calendar year (BRD), during the implementation of the Project, a work plan and budget containing all activities proposed to be included in their respective parts of the Project during the following calendar year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor.
2. Each such proposed work plan and budget shall specify any training activities that may be required under the Project, including: (a) the type of training; (b) the purpose of the training; (c) the personnel to be trained; (d) the institution or individual who will conduct the training; (e) the location and duration of the training; and (f) the cost of the training.
3. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient and EDCL or BRD, on each such proposed work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and

budget as shall have been approved by the Association (“Annual Work Plan and Budget”).

4. The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

D. RBF Facilities and Associated Grants

1. The Recipient shall cause BRD, to ensure that each Proposal for a grant under the RBF facilities is vetted, appraised, and approved in accordance the guidelines, standards and procedures set forth in the BRD Project Operations Manual.
2. The Recipient shall cause BRD to make each grant under a Sub-financing Agreement between the BRD and the pertinent Beneficiary on terms and conditions approved by the Association, which shall include the following:
 - (a) BRD shall obtain rights adequate to protect its interests and those of the Association and the Recipient, including the right to: (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-financing, or obtain a refund of all or any part of the amount of the Sub-financing then withdrawn, upon such Beneficiary’s failure to perform any of its obligations under the Sub-financing Agreement;
 - (b) require each Beneficiary to: (i) carry out its activities (Subproject) with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines; (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods, works and services to be financed out of the Sub-financing in accordance with the provisions of the Procurement Regulations; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-project and the achievement of its objectives; and
 - (c) require each Beneficiary to; (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and at the Association’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (ii) enable the Recipient and the Association to inspect the Sub-project, its operation and any relevant records and documents; and (iii) prepare and furnish to

the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

3. The Recipient shall cause the BRD to exercise their rights under each Sub-financing Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall ensure that BRD shall not assign, amend, abrogate, or waive any Sub-financing Agreement or any of its provisions.

E. Line of Credit under Part 3.4 of the Project

1. BRD Line of Credit Manual (BRD LOC Manual)

The Recipient shall cause the BRD to prepare, and submit to the Recipient and the Association, an LOC manual (“BRD LOC Manual”), satisfactory to the Association, and thereafter administer the Sub-financing to MSMEs, and the eligible PFIs in accordance with BRD LOC Manual. Said manual, consisting of: (a) corruption and fraud prevention measures; (b) detailed PFI assessment, and selection/eligibility criteria for such PFI; (c) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the Line of Credit Facility and associated grants Under Part 3.4 of the Project; (d) detailed MSME assessment, and selection/eligibility criteria for such MSME; (e) personal data collection and processing requirements in accordance with good international practice; (e) environmental and social framework aspects; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for management of the Line of Credit.

2. LOC Manager and PFIs and MSME Sub-financing

The Recipient shall ensure that the BRD:

- (a) maintains a fund manager (LOC Manager) for the purpose of efficient delivery of the required assessments, activities, and management of the Line of Credit under Part 3.4 of the Project;
- (b) (acting directly or through the LOC Manager), shall enter into agreements with each PFI, under terms and conditions which shall have been approved by the Association including, *inter alia*, the terms and conditions set forth in Section I.F of this Schedule (PFI Funding Agreement);
- (c) (acting directly or through the LOC Manager), shall enter into agreements with each MSME, under terms and conditions which shall have been approved by the Association (MSME Sub-financing Agreement);
- (d) (acting through the LOC Manager) shall exercise its rights and carry out its obligations under each PFI Funding Agreement, or MSME Sub-

financing Agreement in such manner as to protect its interests, those of the Recipient, and the Association, and to accomplish the purposes of the Financing; and

- (e) Except as the Association shall otherwise agree, the Recipient, and BRD shall not assign, amend, abrogate, terminate, waive, or fail to enforce any MSME Sub-financing Agreement, or PFI Funding Agreement or any of provision thereof.

F. Terms and Conditions of each PFI Funding Agreement

The Recipient shall cause BRD (acting through the LOC Manager):

1. (a) To make the Sub-financing to competitively selected eligible PFIs for on-lending to eligible MSMEs in accordance with detailed criteria set forth in the BRD LOC Manual, satisfactory to the Association, including the PFIs': (i) experience in financing MSMEs; (ii) an appropriate license and at least two years of operation, (iii) good standing with BRD; (iv) a track record of lending to MSMEs; (v) capital adequacy; (vi) possession of risk management systems, (vii) a recent clean external audit report and a robust internal audit system; (viii) an indicative pipeline of potential loans to MSMEs that fulfills project goal; (ix) compliance with environmental and social requirements and satisfactory internal environmental and social management systems; (x) acceptable sub-loan conditions; (xi) acceptable eligibility criteria for MSMEs; and (xii) adequate information management systems to manage the loan portfolio; and (b) to enter into an agreement (PFI Funding Agreement) with eligible PFIs on terms and conditions approved by the Association, which shall include obtaining rights adequate to protect its interests and those of the Association, including the right for the PFIs to use the Financing to make Sub-loans to eligible MSMEs to implement Subprojects and in accordance with eligibility criteria and procedures, acceptable to the Association, which shall be detailed in the LOC Manual.
2. To comply with the following obligations: (a) to maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; and (b) at the request of the Association, the Recipient, and/or BRD (acting through the LOC Manager), have such financial statements audited by independent auditors acceptable to the Association, the Recipient, and/or the BRD, and promptly furnish the statements so audited to the BRD (either acting directly or through an agent in that behalf);
3. To comply with the provisions of the Anti-Corruption Guidelines in connection with the Project.
4. Not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the PFI Funding Agreement or any provision of the Sub-loan Agreement, unless

previously agreed by the BRD (acting through the LOC Manager), and the Association.

5. To take or permit to be taken all actions to enable the BRD and the Recipient to comply with their respective obligations referred to in this Agreement.

G. Eligibility Criteria, Terms and Conditions of the PFI Sub-financing

1. The Recipient shall cause BRD, (acting through the LOC Manager), to ensure that each eligible PFI shall appraise, approve, monitor, and evaluate respective MSME proposals under Part 3.4 of the Project, and administer Sub-financing to the respective MSMEs, in accordance with the terms and conditions of the PFI Funding Agreement, the guidelines and procedures set forth in the LOC Manual, and the Anti-Corruption Guidelines.
2. The Recipient undertakes to ensure that BRD shall follow the eligibility criteria for eligible PFIs, of the following On-lending Terms and Conditions:
 - (a) BRD shall solicit expressions of interest from financial institutions operating in the Recipient's territory to participate in the LOC established under Part 3.4 of the Project, in accordance with criteria and approval procedures set forth in the LOC Manual.
 - (b) No PFI shall be eligible for a Sub-financing unless the BRD shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the Association and elaborated in the LOC Manual, that the proposed PFI: (i) is a financial institution established and operating pursuant to the laws of the Recipient; (ii) has the legal, organizational, management, and technical capacity and financial resources necessary to appraise, approve, monitor and evaluate Sub-projects and to make and monitor Sub-loans made to MSMEs; and (iii) is credit-worthy and operating in accordance with sound prudential and other fiduciary standards and practices.
3. BRD shall make each Sub-financing available to an eligible PFI under a Sub-financing Agreement with the pertinent PFI, on terms and conditions satisfactory to the Association, including interest at a rate reflecting, as the base rate, the terms under the Sub-financing Agreement, together with an appropriate on-lending margin to be established in the LOC Manual, and in accordance with the terms and conditions detailed in the LOC Manual.
4. BRD shall obtain rights adequate to protect its interests and those of the Recipient, and the Association, including the right to:
 - (a) require a PFI to undertake a time-bound institutional development program acceptable to the Association, designed to enhance its institutional capacity and in particular, its capacity to manage Sub-loans;

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- (b) suspend or terminate the right of the PFI to use the proceeds, Sub-financing, or obtain a refund of all or any part of the amount of the same then withdrawn, upon such PFI's failure to perform any of its obligations, under the pertinent PFI Funding Agreement;
 - (c) require the PFI to make Sub-loans available to MSME, and to monitor and evaluate the Sub-projects financed under said Sub-loans with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to borrowers of loan proceeds other than the Recipient, and the Environmental and Social Standards; and to provide, promptly as needed, the resources required for the purposes;
 - (d) require the PFI to maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-projects financed, and other activities undertaken, under their PFI Funding Agreement in a manner which contributes to the achievement of the objective of the Project;
 - (e) require the pertinent PFI to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect its operations and resources and expenditures related to the Project; (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association;
 - (f) require the pertinent PFI to enable the Recipient and the Association to inspect any Subproject or other activity financed, PFI Funding Agreement, its operation and any relevant records and documents;
 - (g) require the pertinent PFI to comply with prudential standards set by the National Bank of Rwanda and such additional standards as may be set forth or referred to in the LOC Manual; and
 - (h) require the pertinent PFI to permit the Association to make all financial statements audited pursuant to sub-paragraph (e) of this Section I.G.4 available to the public in accordance with policies as defined in the LOC Manual.
3. Except, as the Recipient, the BRD, and the Association shall otherwise agree, the pertinent PFI shall not assign, amend, abrogate, or waive any Sub-loan Agreement or any of its provisions.

H. Environmental and Social Standards

1. The Recipient shall, and shall cause EDCL and BRD, respectively to, ensure that the Respective Part of the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause EDCL and BRD to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause EDCL and BRD to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall, and shall cause the BRD and EDCL to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the ESCP, the

environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Recipient shall, and shall cause the BRD and EDCL to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
6. The Recipient shall, and shall cause the BRD and EDCL to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

I. Regional Level Coordination Arrangements

The Recipient shall during implementation of the Project, collaborate and coordinate with COMESA to outline arrangements that will facilitate the Recipient's participation in the regional energy access acceleration platform established under the MPA Program, and to draw on the technical assistance and other benefits available to the Recipient and other Participating Countries through said platform.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than 30 days after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the Financing

A. General

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

Category	Amount of Credit A Allocated (expressed in USD)	Amount of Credit B Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services for Part 1 and Part 2 of the Project	175,000,000	87,500,000	up to 100% of the amount disbursed based on the approved Annual Work Plans and Budgets
(2) Goods, works, non-consulting services, and consulting services, Operating Costs, and Training for Part 3.5 of the Project	2,500,000	1,250,000	up to 100% of the amount disbursed based on the approved Annual Work Plans and Budgets
(3) Goods, non-consulting services, and consulting services, Operating Costs, and Training for Part 4.1 of the Project	8,750,000	4,375,000	up to 100% of the amount disbursed based on the approved Annual Work Plans and Budgets
(4) Goods, non-consulting services, and consulting services, Operating Costs, and Training for Part 4.2 of the Project	1,250,000	625,000	up to 100% of the amount disbursed based on the approved Annual Work Plans and Budgets

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(5) Grants and Operating Costs under BRD's Respective Parts			up to 100% of the amount disbursed based on the approved Annual Work Plans and Budgets
(a) OSC Grants under Part 3.1 of the Project	5,000,000	2,500,000	
(b) CCS Grants under Part 3.2 of the Project	2,500,000	1,250,000	
(c) Grants under Part 3.3 of the Project	2,500,000	1,250,000	
(6) Line of Credit under Part 3.4 of the Project	2,500,000	1,250,000	up to 100% of the amount disbursed based on the approved Annual Work Plans and Budgets
TOTAL AMOUNT	200,000,000	100,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (b) under Category (1) unless and until the Recipient has caused EDCL to appoint to the EDCL Project Coordination Unit, an environmental risk management specialist, a social risk management specialist, and a Project health and safety specialist, all with experience, qualifications and under terms of reference satisfactory to the Association; or
 - (c) under Category (5) unless the Recipient has caused the BRD to:
 - (i) prepare and adopt the BRD Project Operations Manual, in form and substance satisfactory to the Association, and
 - (ii) appoint or recruit to the BRD Single PIU, an environment risk management specialist, and a social risk management specialist,

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all with experience, qualifications and under terms of reference satisfactory to the Association; or

- (d) under Category (6) unless the Recipient has caused the BRD to:
 - (i) prepare and adopt the BRD LOC Manual, in form and substance satisfactory to the Association, and
 - (ii) designate a senior management representative with the responsibility for overall accountability for environmental and social performance of BRD consistent with ESS9, in accordance with the ESCP.

2. The Closing Date is December 31, 2029.

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SCHEDULE 3**Repayment Schedule****CREDIT A**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 1 and September 1, commencing March 1, 2034 to and including September 1, 2073	1.25%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

CREDIT B

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 1 and September 1:	
Commencing March 1, 2030, to and including March 1, 2035	8.33334%
on September 1, 2035	8.33326%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “Annual Work Plan and Budget” means annual work plans and budget prepared annually by the Project Implementing Entities in accordance with the provisions of Section I.C of Schedule 2 to this Agreement.
3. “Beneficiary” means Off-grid Solar companies, a private enterprise in the energy sector, or an eligible household, that are eligible to receive an OSC Grant, a CCS Grant or a PUE Grant to finance a Subproject under Parts 3.1, 3.2, or 3.3 of the Project.
4. “BRD” means the Development Bank of Rwanda, established and operating pursuant to Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012, as amended on March 29, 2018.
5. “BRD Legislation” means Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012, as amended on March 29, 2018.
6. “BRD LOC Manual” means the manual for the line of credit under Part 3.4 of the Project, to be prepared in accordance with Section I.E(1) of Schedule 2 to this Agreement.
7. “BRD Project Operations Manual” or “BRD POM” means the manual to be prepared in accordance with Section I.B. of Schedule 2 to this Agreement, for BRD Respective Parts of the Project, as may be amended from time to time.
8. “BRD Respective Parts” means Parts 3.1, 3.2, 3.3, 3.4, and 4.2 of the Project, to be implemented by BRD.
9. “BRD Single Project Implementation Unit” or “BRD SPIU” means the unit referred to under Section I.A.4(a) of Schedule 2 to this Agreement.
10. “BRD Subsidiary Agreement” means the agreement to be entered into between the Recipient and BRD and referred to in Section I.A.3(a) of Schedule 2 to this Agreement.

11. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
12. “CCS Grants” mean the grants to be made available to eligible enterprises under Part 3 of the Project.
13. “Co-financier” means Asian Infrastructure Investment Bank (AIIB).
14. “Co-financing” means, for purposes of paragraph 14 of the Appendix to the General Conditions, approximately the amount of \$100,000,000, to be provided by the Co-financier to assist in financing the Project.
15. “Co-financing Agreement” means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.
16. “COMESA” means the regional organization established and operating pursuant to the Treaty Establishing the Common Market for Eastern and Southern Africa, signed on November 5, 1993.
17. “Credit A” means the credit to be extended to the Recipient on 50-year Credit Terms.
18. “Credit B” means the credit to be extended to the Recipient on Shorter Maturity Loan terms.
19. “EDCL” or “Energy Development Corporation Limited” means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient’s Law No. 17/2018 of April 13, 2018, governing companies, or any successor thereto.
20. “EDCL Legislation” means the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient’s Law No. 17/2018 of April 13, 2018, governing companies, or any legal successor thereto.
21. “EDCL Program Coordination Unit” or “EDCL PCU” means the unit referred to under Section I.A.2(a) of Schedule 2 to this Agreement.
22. “EDCL Project Operations Manual” or “EDCL POM” means the manual to be prepared in accordance with Section I.B. of Schedule 2 to this Agreement, for EDCL Respective Parts of the Project, as may be amended from time to time.
23. “EDCL Respective Parts” means Parts 1, 2, 3.5, and 4.1 of the Project, to be implemented by EDCL.
24. “EDCL Subsidiary Agreement” means the agreement to be entered into between the Recipient and EDCL and referred to in Section I.A.1(a) of Schedule 2 to this Agreement.

25. “Eastern and Southern Africa” means the region of Sub-Saharan Africa consisting of the member states of the Recipient, and Participating Countries, and members of Regional Bodies, including those that will participate in future operations under the MPA Program.
26. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 1, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
27. “Environmental and Social Management Framework” means the framework to be adopted by the Recipient and disclosed, in form and substance satisfactory to the Association, pursuant to the ESCP, and disclosed, in form and substance satisfactory to the Association, said framework setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of the Project, including the risks of gender-based violence and sexual exploitation and abuse, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects’ risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.
28. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

29. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
30. “Labor Management Procedures” means the labor management procedures to be adopted by the Recipient, in form and substance satisfactory to the Association, pursuant to the ESCP, setting out the Project’s approach and requirements to labor in meeting national requirements as well as the objectives of ESS #2 (on labor and working conditions and ESS #4 (on community health and safety), including procedures on incident investigation and reporting, recording and reporting of non-compliance, emergency preparedness and response procedures, protection of project workers from discrimination, forced labor and child labor, occupational health and safety, codes of conducts and continuous training and awareness for workers, as said instrument may be updated from time to time with the prior written agreement of the Association.
31. “LOC” means line of credit.
32. “MPA Program” means the multiphase programmatic approach program designed to increase access to sustainable and clean energy in Eastern and Southern Africa.
33. “OSC Grants” mean the grants to be made available to Off-grid Solar Companies under Part 3 of the Project.
34. “Operating Costs” means the reasonable incremental operating expenses, approved by the Association, incurred by the Project Implementing Entities on account of the Project implementation, management and monitoring, including salaries of the EDCL PCU and the BRD Single PIU staff, but excluding the salaries of officials and public servants of the Recipient’s civil service.
35. “MSMEs’ means micro, small and medium enterprises.
36. “MSME Sub-financing Agreement” means any agreement to be executed between the BRD (acting through the LOC Manager) and an eligible MSME, pursuant to which such MSME shall obtain a Sub-financing on terms a revolving line of credit, as such MSME Sub-financing Agreement may be amended from time to time, with the agreement of the Association, and such terms include all appendices, schedules and agreements supplemental to the MSME Sub-financing Agreement.
37. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online

identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.

38. “PFI Funding Agreement” means any of the agreement to be executed between the BRD (acting through the LOC Manager) and an eligible PFI, pursuant to which such PFI shall obtain a Sub-financing in terms of a revolving line of credit, as such PFI funding agreement may be amended from time to time, with the agreement of the Association, and such term include all appendices, schedules and agreements supplemental to the PFI Funding Agreement.
39. “Participating Countries” means the Recipient and all the countries referred to in the preamble to this Agreement, and those that will participate in the future operations under the MPA Program.
40. “Participating Financial Institutions” or “PFIs” means eligible commercial banks, or microfinance banks, or savings and credit cooperatives, to be selected by the BRD to receive a Sub-financing under Part 3.4 of the Project, on the basis of the criteria and approval procedures set forth in the LOC Manual, and under Section I.G of Schedule 2 to this Agreement.
41. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
42. “Project Implementing Entity” means either the EDCL or BRD (together, “Project Implementing Entities”).
43. “Project Operations Manuals” or “POMs” mean the EDCL POM and the BRD POM.
44. “RBF Facilities” means the Results Based Financing Facility to eligible Off-grid Solar Companies, the Results Based Financing Facility for Clean Cooking Solutions, all described under Part 3 of the Project.
45. “Regional Bodies” means the regional organizations participating in the MPA Program, namely, COMESA, and TDB, and other regional organizations that may participate in future projects under the MPA Program.
46. “Resettlement Policy Framework” means the resettlement policy framework to be adopted by the Recipient and disclosed, in form and substance satisfactory to the Association, pursuant to the ESCP, said framework consistent with ESS #4 (on land acquisition, restrictions, on land use and involuntary Resettlement), and setting the requirements for preparation of resettlement action plans, and modalities for resettlement and compensation of Project affected persons, as such framework may be amended with the prior written agreement of the Association.

47. “Sector Working Group” means the Recipient’s energy sector working group referred in under Part 4.1 of the Project.
48. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
49. "Subsidiary Agreements" means the EDCL Subsidiary Agreement and the BRD Subsidiary Agreement.
50. “Sub-financing” means a sub-loan to be made under Part 3.4 of the Project by the BRD (acting through the LOC Manager) to an MSME, or to a PFI pursuant to the MSME Sub-financing Agreement, or to the PFI Funding Agreement.
51. “Sub-loan” means a sub-financing to be made by a pertinent PFI to an MSME pursuant to a Sub-loan Agreement.
52. “Sub-project” means (i) for the purpose of Grants under Parts 3.1, 3.2, and 3.3 of the Project means a sub-project that is vetted and appraised by BRD in accordance with the guidelines and procedures established in the BRD Operations Manual Operations Manual; and (ii) for the purpose of Part 3.4 of the Project, a qualifying off-grid electrification, clean cooking technology and productive uses of energy activity to be financed under a Sub-loan from an eligible PFI to a qualifying MSME.
53. “Training” means the reasonable cost of training under approved Annual Work Plans and Budgets, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

In respect of Credit A.

1. Section 3.04 (Interest Charge) is deleted in its entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.

2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:

“66. “Interest Charge” means the interest charge for the purpose of Section 3.08

In respect of Credit B.

3. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly,

and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.

4. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:

“66. “Interest Charge” means the interest charge for the purpose of Section 3.07.

In respect of both Credit A and Credit B.

3. Paragraph 100 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to “Service Charge” or “Service Charges” in any provision of the General Conditions is deleted.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 022/01 ryo ku wa 16/02/2024 ryemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni magana abiri z'Amadolari y'Abanyamerika (USD 200.000.000/Credit A) na miliyoni ijana z'Amadolari y'Abanyamerika (USD 100.000.000/Credit B) igenewe umushinga w'u Rwanda wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije muri Afurika y'Iburasirazuba n'Iy'Amajyepfo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 14 Ukuboza 2023	Seen to be annexed to Presidential Order n° 022/01 of 16/02/2024 ratifying the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credits amounting to two hundred million United States Dollars (USD 200,000,000/Credit A) and one hundred million United States Dollars (USD 100,000,000/Credit B) for Rwanda-accelerating sustainable and clean energy access transformation in Eastern and Southern Africa project, signed in Kigali, Rwanda, on 14 December 2023	Vu pour être annexé à l'Arrêté Présidentiel n° 022/01 du 16/02/2024 ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif aux crédits d'un montant de deux cent millions de Dollars Américains (200.000.000 USD/Crédit A) et de cent millions de Dollars Américains (100.000.000 USD/Crédit B) pour le projet du Rwanda d'accélération de la transformation d'accès à l'énergie durable et propre en Afrique de l'Est et du Sud, signé à Kigali, au Rwanda, le 14 décembre 2023
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Kigali, 16/02/2024

(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