



Umwaka wa 63
Igazeti ya Leta n° Idasanzwe
yo ku wa 21/06/2024

Year 63
Official Gazette n° Special of
21/06/2024

63^{ème} Année
Journal Officiel n° Spécial du
21/06/2024

Ibirimo/Summary/Sommaire

page/urup

A. Amategeko/ Laws/ Lois

Itegeko n° 060/2024 ryo ku wa 21/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni mirongo ine n'ibihumbi magana cyenda n'umunani z'Amadolari y'Abanyamerika (40.908.000 USD) igenewe umushinga wo gusana no kwagura Ibitaro by'Akarere bya Muhororo, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024.....3

Law n° 060/2024 of 21/06/2024 approving the ratification of the Loan Agreement between the government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of forty million nine hundred eight thousand American Dollars (USD 40,908,000) for the renovation and expansion of Muhororo District Hospital project, signed in Seoul, South Korea, on 05 June 2024.....3

Loi n° 060/2024 du 21/06/2024 approuvant la ratification de l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de quarante millions neuf cent huit mille Dollars Américains (40.908.000 USD) pour le projet de rénovation et d'agrandissement de l'Hôpital du District de Muhororo, signé à Séoul, Corée du Sud, le 05 juin 2024.....3

Itegeko n° 061/2024 ryo ku wa 21/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni ijana na cumi n'ibihumbi magana inani na makumyabiri n'umunani z'Amadolari y'Abanyamerika (110.828.000 USD) igenewe umushinga wo kubaka ibigo by'indashyikirwa by'amashuri ya TVET mu Rwanda yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024.....32

Law n° 061/2024 of 21/06/2024 approving the ratification of the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of one hundred ten million eight hundred twenty-eight thousand American Dollars (USD 110,828,000) for the establishment of the centers of excellence for TVET in Rwanda project, signed in Seoul, South Korea, on 05 June 2024.....32

Loi n° 061/2024 du 21/06/2024 approuvant la ratification de l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de cent dix millions huit cent vingt-huit mille Dollars Américains (110.828.000 USD) pour le projet de création des centres d'excellence pour le TVET au Rwanda, signé à Séoul, Corée du Sud, le 05 juin 2024.....32

B. Amateka ya Perezida/ Presidential Orders/ Arrêtés Présidentiels

Iteka rya Perezida n° 060/01 ryo ku wa 21/06/2024 ryemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni mirongo ine n'ibihumbi magana cyenda n'umunani z'Amadolari Abanyamerika (USD 40.908.000) igenewe umushinga wo gusana no kwagura ibitaro by'Akarere bya Muhororo, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024.....61

Presidential Order n° 060/01 of 21/06/2024 ratifying the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of forty million nine hundred eight thousand United States Dollars (USD 40,908,000) for the renovation and expansion of Muhororo District Hospital project, signed in Seoul, South Korea, on 05 June 2024.....61

Arrêté Présidentiel n° 060/01 du 21/06/2024 ratifiant l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de quarante millions neuf cent huit mille Dollars Américains (40.908.000 USD) pour le projet de rénovation et d'agrandissement de l'Hôpital du District de Muhororo, signé à Séoul, en Corée du Sud, le 05 juin 2024.....61

Iteka rya Perezida n° 061/01 ryo ku wa 21/06/2024 ryemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni ijana na cumi n'ibihumbi magana inani na makumyabiri n'umunani z'Amadolari y'Abanyamerika (USD 110.828.000) igenewe umushinga wo kubaka ibigo by'indashyikirwa by'amashuri ya TVET mu Rwanda, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024.....90

Presidential Order n° 061/01 of 21/06/2024 ratifying the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of one hundred ten million eight hundred twenty-eight thousand United States Dollars (USD 110,828,000) for the establishment of the centers of excellence for TVET in Rwanda project, signed in Seoul, South Korea, on 05 June 2024.....90

Arrêté Présidentiel n° 061/01 du 21/06/2024 ratifiant l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de cent dix millions huit cent vingt-huit mille Dollars Américains (110.828.000 USD) pour le projet de création des centres d'excellence pour le TVET au Rwanda, signé à Séoul, en Corée du Sud, le 05 juin 2024.....90

ITEGEKO N° 060/2024 RYO KU WA 21/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INE N'IBIHUMBI MAGANA CYENDA N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (40.908.000 USD) IGENEWE UMUSHINGA WO GUSANA NO KWAGURA IBITARO BY'AKARERE BYA MUHORORO, YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	LAW N° 060/2024 OF 21/06/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF FORTY MILLION NINE HUNDRED EIGHT THOUSAND AMERICAN DOLLARS (USD 40,908,000) FOR THE RENOVATION AND EXPANSION OF MUHORORO DISTRICT HOSPITAL PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	LOI N° 060/2024 DU 21/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE QUARANTE MILLIONS NEUF CENT HUIT MILLE DOLLARS AMÉRICAINS (40.908.000 USD) POUR LE PROJET DE RÉNOVATION ET D'AGRANDISSEMENT DE L'HÔPITAL DU DISTRICT DE MUHORORO, SIGNÉ À SÉOUL, CORÉE DU SUD, LE 05 JUIN 2024
<u>ISHAKIRO</u>	<u>TABLE OF CONTENTS</u>	<u>TABLE DES MATIÈRES</u>
<u>Ingingo ya mbere:</u> Kwemera kwemeza burundu	<u>Article One:</u> Approval for ratification	<u>Article premier:</u> Approbation pour ratification
<u>Ingingo ya 2:</u> Ingingo y'ururimi	<u>Article 2:</u> Language provision	<u>Article 2:</u> Disposition linguistique
<u>Ingingo ya 3:</u> Gutangira gukurikizwa	<u>Article 3:</u> Entry into force	<u>Article 3:</u> Entrée en vigueur

ITEGEKO N° 060/2024 RYO KU WA 21/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INE N'IBIHUMBI MAGANA CYENDA N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (40.908.000 USD) IGENEWE UMUSHINGA WO GUSANA NO KWAGURA IBITARO BY'AKARERE BYA MUHORORO, YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA	LAW N° 060/2024 OF 21/06/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF FORTY MILLION NINE HUNDRED EIGHT THOUSAND AMERICAN DOLLARS (USD 40,908,000) FOR THE RENOVATION AND EXPANSION OF MUHORORO DISTRICT HOSPITAL PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024 We, KAGAME Paul, President of the Republic; THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA	LOI N° 060/2024 DU 21/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE QUARANTE MILLIONS NEUF CENT HUIT MILLE DOLLARS AMÉRICAINS (40.908.000 USD) POUR LE PROJET DE RÉNOVATION ET D'AGRANDISSEMENT DE L'HÔPITAL DU DISTRICT DE MUHORORO, SIGNÉ À SÉOUL, CORÉE DU SUD, LE 05 JUIN 2024 Nous, KAGAME Paul, Président de la République; LE PARLEMENT A ADOPTÉ, ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA
--	---	--

INTEKO ISHINGA AMATEGEKO: Umutwe w’Abadepite, mu nama yawo yo ku wa 14 Kamena 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 Guverinoma ya Repubulika y’u Rwanda na Banki ya Koreya y’Ubucuruzi bw’Ibisohoka n’Ibyinjira mu Gihugu, yerekeranye n’inguzanyo ya miliyoni mirongo ine n’ibihumbi magana cyenda n’umunani z’Amadolari y’Abanyamerika (40.908.000 USD) igenewe umushinga wo gusana no kwagura ibitaro by’Akarere bya Muhororo, yashyiriweho umukono i Seoul muri Koreya y’Epfo, ku wa 05 Kamena 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y’inguzanyo hagati ya Guverinoma ya Repubulika y’u Rwanda na Banki ya Koreya y’Ubucuruzi bw’Ibisohoka n’Ibyinjira mu Gihugu, yerekeranye n’inguzanyo ya miliyoni mirongo ine n’ibihumbi magana cyenda	THE PARLIAMENT: The Chamber of Deputies, in its sitting of 14 June 2024; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of forty million nine hundred eight thousand American Dollars (USD 40,908,000) for the renovation and expansion of Muhororo district hospital project, signed in Seoul, South Korea, on 05 June 2024; ADOPTS: <u>Article one:</u> Approval for ratification The Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of forty million nine hundred eight thousand American Dollars (USD 40,908,000) for the renovation and	LE PARLEMENT: La Chambre des Députés, en sa séance du 14 juin 2024; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l’Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d’Export-Import de Corée, relatif au prêt de quarante millions neuf cent huit mille Dollars Américains (40.908.000 USD) pour le projet de rénovation et d’agrandissement de l’hôpital du district de Muhororo, signé à Séoul, Corée du Sud, le 05 juin 2024; ADOpte : <u>Article premier:</u> Approbation pour ratification L’Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d’Export-Import de Corée, relatif au prêt de quarante millions neuf cent huit mille Dollars Américains (40.908.000 USD) pour le projet de rénovation et
---	--	--

n'umunani z'Amadolari y'Abanyamerika (40.908.000 USD) igenewe umushinga wo gusana no kwagura ibitaro by'Akarere bya Muhororo, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024 , ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2: Ingingo y'ururimi</u> Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda. <u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	expansion of Muhororo district hospital project, signed in Seoul, South Korea, on 05 June 2024, in annex, is approved for ratification. <u>Article 2: Language provision</u> This Law was drafted in English, considered and adopted in Ikinyarwanda. <u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	d'agrandissement de l'hôpital du district de Muhororo, signé à Séoul, Corée du Sud, le 05 juin 2024, en annexe, est approuvé pour ratification. <u>Article 2: Disposition linguistique</u> La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda. <u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
--	---	---

Kigali, 21/06/2024

(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° 060/2024 RYO KU WA 21/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INE N'IBIHUMBI MAGANA CYENDA N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (40.908.000 USD) IGENEWE UMUSHINGA WO GUSANA NO KWAGURA IBITARO BY'AKARERE BYA MUHORORO, YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	ANNEX TO LAW N° 060/2024 OF 21/06/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF FORTY MILLION NINE HUNDRED EIGHT THOUSAND AMERICAN DOLLARS (USD 40,908,000) FOR THE RENOVATION AND EXPANSION OF MUHORORO DISTRICT HOSPITAL PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	ANNEXE À LA LOI N° 060/2024 DU 21/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE QUARANTE MILLIONS NEUF CENT HUIT MILLE DOLLARS AMÉRICAINS (40.908.000 USD) POUR LE PROJET DE RÉNOVATION ET D'AGRANDISSEMENT DE L'HÔPITAL DU DISTRICT DE MUHORORO, SIGNÉ À SÉOUL, CORÉE DU SUD, LE 05 JUIN 2024
--	---	--

AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INE N'IBIHUMBI MAGANA CYENDA N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (40.908.000 USD) IGENEWE UMUSHINGA WO GUSANA NO KWAGURA IBITARO BY'AKARERE BYA MUHORORO, YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF FORTY MILLION NINE HUNDRED EIGHT THOUSAND AMERICAN DOLLARS (USD 40,908,000) FOR THE RENOVATION AND EXPANSION OF MUHORORO DISTRICT HOSPITAL PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE QUARANTE MILLIONS NEUF CENT HUIT MILLE DOLLARS AMÉRICAINS (40.908.000 USD) POUR LE PROJET DE RÉNOVATION ET D'AGRANDISSEMENT DE L'HÔPITAL DU DISTRICT DE MUHORORO, SIGNÉ À SÉOUL, CORÉE DU SUD, LE 05 JUIN 2024
---	--	--

EDCF LOAN AGREEMENT

NO. RWA-6



**Economic Development
Cooperation Fund**

Conformed Copy

Loan Agreement

**Renovation and Expansion of Muhororo District
Hospital Project**

between

**THE GOVERNMENT OF
THE REPUBLIC OF RWANDA**

and

**THE EXPORT-IMPORT BANK OF KOREA
(Government Agency for the EDCF)**

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article I Definitions	2
Section 1.01 Loan Agreement	2
Section 1.02 Definitions	2
Article II The Loan	3
Section 2.01 Amount and Purpose of Loan	3
Section 2.02 Use of Proceeds of Loan	3
Article III Repayment and Interest	3
Section 3.01 Repayment of Principal	3
Section 3.02 Payment of Interest	4
Section 3.03 Preferential Interest Rates	4
Section 3.04 Place of Payment	4
Section 3.05 Exemptions of Taxes and Duties	5
Article IV Procurement and Disbursement	5
Section 4.01 Procurement Procedure	5
Section 4.02 Disbursement Procedure	5
Section 4.03 Service Charge	5
Article V Particular Covenants	6
Section 5.01 Execution of the Project	6
Section 5.02 Reports and Information	6
Article VI Miscellaneous	7
Section 6.01 Delegation of Authority	7
Section 6.02 Addresses	7
Schedule 1 Description of the Project	10
Schedule 2 Allocation of Loan Proceeds	12
1. Allocation	12
2. Reallocation	13
Schedule 3 Amortization Schedule	15
Schedule 4 Procurement Procedure	16
Schedule 5 Employment of Consultants	17
Schedule 6 Disbursement Procedures	18

LOAN AGREEMENT

This Loan Agreement entered into this 5 day of June 2024 between The GOVERNMENT OF THE REPUBLIC OF RWANDA (hereinafter called the "**Borrower**") and THE EXPORT-IMPORT BANK OF KOREA (hereinafter called the "**Bank**") which has been entrusted by THE GOVERNMENT OF THE REPUBLIC OF KOREA with the operation and management of the Economic Development Cooperation Fund (hereinafter called the "**EDCF**").

WITNESSETH:

WHEREAS, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF RWANDA entered into the Agreement dated November 14, 2014 concerning EDCF Loans to be extended to THE GOVERNMENT OF THE REPUBLIC OF RWANDA or its designated agency for the implementation of projects to be agreed upon between the two Governments;

WHEREAS, based upon the above Agreement, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF THE RWANDA entered into the Framework Arrangement dated August 12, 2023 to enable THE GOVERNMENT OF THE REPUBLIC OF RWANDA to obtain EDCF loans up to a maximum commitment amount in Korean Won not exceeding the equivalent of Five Hundred Million US Dollars (US\$500,000,000) for the years 2022 through 2026 to finance EDCF loan projects; and

WHEREAS, in the light of the said Agreement and Framework Arrangement, the Bank has agreed to extend a loan to the Borrower to finance Renovation and Expansion of Muhororo District Hospital Project (hereinafter called the "**Project**") described in the Description of the Project attached hereto Schedule 1 upon the terms and conditions set forth in this Loan Agreement;

NOW, THEREFORE, the Borrower and the Bank agree as follows:

ARTICLE I

Definitions

Section 1.01. Loan Agreement

The following documents shall constitute an integral part of this Loan Agreement:

- (i) General Terms and Conditions Applicable to EDCF Loan Agreements;
- (ii) Guidelines for Procurement under the EDCF Loan;
- (iii) Guidelines for Employment of Consultants under the EDCF Loan; and
- (iv) Disbursement Procedures under the EDCF Loan.

Section 1.02. Definitions

Unless the context otherwise requires, the several terms defined in the General Terms and Conditions Applicable to EDCF Loan Agreements (hereinafter called the "**General Terms and Conditions**") have the respective meanings therein set forth and the following additional terms have the following meanings:

"Eligible Source Country(ies)" means the Republic of Korea for foreign currency portion and the Republic of Rwanda for local currency portion, respectively.

"Interest Payment Date" means each of the dates of June 20 and December 20 of each year.

"Loan" means the loan facility to be made available in favor of the Borrower or the aggregate principal amount of the loan facility disbursed and from time to time outstanding, as the context may so require.

"Project Completion Date" means the earlier of (i) the date when the final disbursement under the Loan is made, and (ii) the date when the certification of completion, such as a final acceptance certificate (FAC) or a defect liability certificate, etc., is issued.

"Project Executing Agency" means Rwanda Biomedical Center (herein after called the "RBC") which has been authorized to implement the Project.

"Repayment Date" means each of the Fifty (50) semi-annual consecutive dates of June 20 and December 20 from and including the date which shall be the 20th day of the month falling One Hundred Eighty six (186) months after the date of this Loan Agreement.

"Supplier(s)" means the supplier(s), contractor(s) or consultant(s) from whom goods or services to be financed out of the proceeds of the Loan are procured.

ARTICLE II

The Loan

Section 2.01. Amount and Purpose of Loan

(a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth in this Loan Agreement, an amount in Korean Won not exceeding the equivalent of Forty Million Nine Hundred Eight Thousand US Dollars (US\$40,908,000), to finance the implementation of the Project.

(b) The amount of the Loan shall be denominated in Korean Won and shall be fixed by the Bank in accordance with Section 3.01 of the General Terms and Conditions. The Bank shall then notify the Borrower and the Guarantor (*if any*) of the amount of the Loan.

Section 2.02. Use of Proceeds of Loan

(a) The Borrower shall cause the proceeds of the Loan to be used for the purchase of goods and services required for the implementation of the Project from the Eligible Source Countries. The proceeds of the Loan shall be allocated in accordance with the Allocation of the Loan Proceeds attached hereto as Schedule 2.

(b) The final disbursement under this Loan Agreement shall be made within Forty Five (45) months after the Effective Date of this Loan Agreement, and no further disbursement shall be made by the Bank thereafter unless otherwise agreed upon between the Bank and the Borrower.

ARTICLE III

Repayment and Interest

Section 3.01. Repayment of Principal

(a) The Borrower shall repay the Bank the principal amount of the Loan disbursed in Fifty (50) semi-annual installments in Korean Won on each of the Repayment Dates.

(b) The Repayment Date and the Korean Won amount to be repaid on each of the Repayment Dates shall be specified in the Amortization Schedule in the form and substance of Schedule 3 attached hereto. The Amortization Schedule shall be made by the Bank when it fixes the amount of the Loan and the Bank shall notify the Borrower of the Amortization Schedule when it notifies the Borrower and the Guarantor (*if any*) of the amount of the Loan in accordance with paragraph (b) of Section 2.01 hereof.

Section 3.02. Payment of Interest

The Borrower shall pay the Bank interest on the principal amount of the Loan disbursed and outstanding at the rate of one-hundredth of one percent (0.01 %) per annum. Such interest shall be paid in arrears on each Interest Payment Date, provided that the first interest for any disbursement made within sixty (60) days prior to any Interest Payment Date may be paid on the next succeeding Interest Payment Date.

Section 3.03. Preferential Interest Rates

(a) No interest shall accrue on the Loan covering the consulting services provided by the eligible consultant(s) mentioned in paragraph 3 of Schedule 5.

(b) When the Borrower makes a procurement contract with Korean Small and Medium Enterprises (SMEs) or Medium-Large Companies, preferential interest rates shall apply to the Loan covering civil works and procurement of equipment and facilities as follows:

(i) In case one or more Korean SMEs (including a consortium or joint venture (JV) by Korean SMEs) enter into the contract, zero percent (0%) interest rate shall apply.

(ii) In case one or more Korean Middle Standing Enterprises (including a consortium or joint venture (JV) by Korean Middle Standing Enterprises) enter into the contract, zero percent (0%) interest rate shall apply.

(iii) In case the consortium or joint venture (JV) in which one or more Korean SMEs take at least thirty percent (30%) of the share enter into a contract, zero percent (0%) interest rate shall apply.

Section 3.04. Place of Payment

All sums payable by the Borrower to the Bank under this Loan Agreement shall be paid to the account of the Bank (Account No. 068-13-10395-6) with Yeouido Gwangjang EXIM sub Branch of the KEB Hana Bank at 38 Eunhaeng-ro,

Yeongdeungpo-gu, Seoul 07242, Republic of Korea to such other account as the Bank shall designate by written notice to the Borrower.

Section 3.05. Exemptions of Taxes and Duties

Repayment of the Loan and payment of interest thereon shall be made fully exempt from fiscal levies, taxes, and foreign exchange restriction to debt servicing without any limitation of any kind in the related laws of the Republic of Rwanda.

ARTICLE IV Procurement and Disbursement

Section 4.01. Procurement Procedure

(a) All goods and services to be financed out of the proceeds of the Loan shall be procured through the Suppliers in accordance with the provisions of the Procurement Procedure attached hereto as Schedule 4 and the Employment of Consultants attached hereto as Schedule 5.

(b) All goods and services to be financed out of the proceeds of the Loan shall be procured from the Eligible Source Countries, provided that a part of goods and services may, with the prior consent of the Bank, be procured from the countries other than the Eligible Source Countries, as specified in Schedule 2.

Section 4.02. Disbursement Procedure

(a) The Loan shall be disbursed in Korean Won by the Bank in accordance with the provisions of the Disbursement Procedure attached hereto as Schedule 6.

Section 4.03. Service Charge

(a) The Borrower shall pay to the Bank the service charge in the amount equal to one-tenth of one percent (0.1%) of the amount of each disbursement in case of the Direct Payment Procedure.

(b) An amount equal to such service charge shall be financed out of the proceeds of the Loan. The Bank shall pay such amount to itself as the service charge on the date of each disbursement. Such disbursement out of the Loan shall constitute a valid disbursement of the Loan under this Loan Agreement.

ARTICLE V

Particular Covenants

Section 5.01. Execution of the Project

(a) The Borrower shall implement, or cause the Project Executing Agency to implement, the Project with due diligence and efficiency.

(b) The Borrower shall employ, or cause the Project Executing Agency to employ, consultants for the implementation of the Project.

(c) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.

Section 5.02. Reports and Information

(a) The Borrower shall furnish, or cause the Project Executing Agency to furnish, the Bank with progress reports for the Project on a quarterly basis (in March, June, September, and December of each year) from the execution of the first procurement contract to the Project Completion Date in such form and in such detail as the Bank may reasonably request.

(b) Within six (6) months after the Project Completion Date or such later date as shall be agreed upon between the Borrower and the Bank, the Borrower shall furnish, or cause the Project Executing Agency to furnish, the Bank with a project completion report in such form and in such detail as the Bank may reasonably request.

(c) The Borrower shall cooperate, or cause the Project Executing Agency to cooperate, with the Bank for the ex-post evaluation of the Project.

(d) Until all the obligations of the Borrower under this Loan Agreement are fully performed, the Borrower shall furnish the Bank with such other information as the Bank may reasonably request concerning the Project or the Loan.

(e) Pertaining to Section 1.08. Fraud and Corruption of the Guidelines for Procurement under the EDCF Loan and Section 1.09. Fraud and Corruption of the Guidelines for the Employment of Consultants under the EDCF Loan, if the Bank learns or is informed of suspected corrupt, fraudulent practices or any other integrity violations of bidders, suppliers, contractors, and consultants in competing for, or in executing, a contract to be financed out of the proceeds of the Loan, the Borrower shall furnish, or, under its responsibility, cause the Project

Executing Agency to furnish the Bank with such information as the Bank may reasonably request, including all relevant facts regarding such incident if it involves any official of the government and/or public institutions of the Borrower's country.

(f) If the Borrower or the Project Executing Agency learns or is informed that any of the bidders, suppliers, contractors, and consultants have engaged in corrupt, fraudulent practices or any other integrity violations in competing for, or in executing, a contract to be financed out of the proceeds of the Loan, the Borrower should not ignore or suppress, or cause the Project Executing Agency not to ignore or suppress, this knowledge, but immediately report, or cause the Project Executing Agency to immediately report, all relevant facts regarding such practices or violations to the Bank.

(g) Pertaining to Section 5.02 (e) of this Loan Agreement, the Borrower shall not treat, or shall cause the Project Executing Agency not to treat, unfairly or unfavorably the person and/or company which provided the information related to suspected corrupt, fraudulent practices or any other integrity violations of any of the bidders, suppliers, contractors, and consultants in competing for, or in executing, a contract to be financed out of the proceeds of the Loan to the Bank, the Borrower and/or the Project Executing Agency.

ARTICLE VI

Miscellaneous

Section 6.01. Delegation of Authority

(a) The Borrower hereby designates the Project Executing Agency as its agent for the purposes of taking any action or entering into any agreement required or permitted under Sections 4.01, 4.02 and 5.02 of this Loan Agreement.

(b) Any action taken or any agreement entered into by the Project Executing Agency pursuant to the authority conferred under paragraph (a) of this Section shall be fully binding on the Borrower and shall have the same force and effect as if taken by the Borrower.

Section 6.02. Addresses

The following addresses are specified for the purposes of Section 12.05 of the General Terms and Conditions:

For the Bank

Postal address: THE EXPORT-IMPORT BANK OF KOREA

38 Eunhaeng-ro, Yeongdeungpo-gu,

Seoul 07242, Republic of Korea

Attention: Director of Africa Team 2, EDCF Operation Department 3

Telephone No.: (82-2) 3779-6592

Fax No.: (82-2) 3779-6789

Telex No.: K26595 EXIMBK

SWIFT BIC: EXIKKRSEXXX

For the Borrower

Postal Address: Ministry of Finance and Economic Planning

12 KN 3 Ave

P.O BOX 158

Kigali, Rwanda

Attention: Minister of Finance and Economic Planning

Telephone No.: (+250) 25 257 7581

Fax No.: (+250) 25 257 5756

Telex No.: N/A

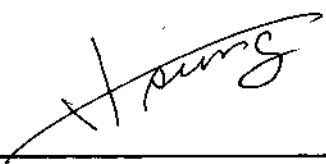
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Loan Agreement to be signed in their respective names, as of the day and year first above written.

For and on behalf of

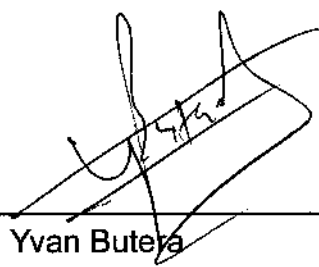
For and on behalf of

The Export-Import Bank of Korea
(Government Agency for the EDCF)

**The Government of the Republic
of Rwanda**

By 

Name: Yoon Hee-sung
Title: Chairman & President of The
Export-Import Bank of Korea

By 

Name: Yvan Butera
Title: Minister of State for Health

Schedule 1

Description of the Project

1. Outline of the Project

(a) Objectives:

- i) To improve quality and accessibility of local medical facilities and services.
- ii) To improve the educational capacity of the Muhororo district hospital.

(b) Location: Ngororero

(c) Project Executing Agency: Rwanda Biomedical Center (the “RBC”)

2. Scope of the Project

Components	Description
Construction	- Muhororo District Hospital Reconstruction
Equipment	- Medical, Non-medical and Hospital Information System equipment delivery and installation
Consulting Services	- Basic and Detailed Design - Assistance in the bid preparation and evaluation - Construction Management and Supervision

3. Estimated annual fund requirements of the Project

(in Thousands of US Dollars)

Year	Financing Plan		
	EDCF	The Government of Rwanda	Total
1	394	176	570
2	7,850	1,446	9,296
3	24,783	2,402	27,185
4	7,881	802	8,683
Total	40,908	4,826	45,734

* The actual disbursement amount may be different from the amounts set out in this provisional schedule.

4. The Project is expected to be completed by Thirty Nine (39) months from the effective date of this Loan Agreement, which may be extended with prior approval from the Bank.

Schedule 2

Allocation of Loan Proceeds

1. Allocation

(a) The table below sets forth the categories of goods, services and other items to be financed out of the proceeds of the Loan and the allocation of Loan amounts to each category:

(in Thousands of US Dollars)	
Category	Loan Proceeds
(A) Base Cost	32,168
Goods & Services	29,414
Consulting Services	2,754
(B) Service Charge	41
(C) Contingencies	8,699
Total	40,908

※ Note : Items not eligible for financing are as shown below:

- (1) General administration expense
- (2) Taxes and duties
- (3) Purchase of land and other real property
- (4) Compensation
- (5) Other indirect items

(b) The goods and services to be procured from the Republic of Korea of Consulting Services shall be eighty seven percent (87.0%) or more of the total cost of Consulting Services.

(c) The goods and services to be procured from the Republic of Korea of Goods & Services shall be thirty one point seven percent (31.7%) or more of the total cost of Goods & Services.

(d) Notwithstanding the foregoing, the minimum portion of Korean contents of

Consulting Services and Goods & Services may be allowed to further decrease up to twenty percent (20%) of the original minimum percentages stipulated in 1.(b) and 1.(c) with the approval of the Bank at the request of the Project Executing Agency. The Project Executing Agency shall provide related documents validating the necessity for the decrease on the basis of the contracts for Consultant Employment and/or Procurement.

(e) Any goods and services to be procured from countries other than the Eligible Source Countries with the prior consent of the Bank to be financed out of the loan proceeds of the Goods & Services, shall be up to thirty one point six percent (31.6%) of the total cost of Goods & Services.

(g) The Project Executing Agency shall exercise its obligations to ensure that the procurements of Consulting Services and Goods & Services comply with the percentage requirements stipulated above in 1.(b), 1.(c), 1.(d) and 1.(e), and shall submit the related documents to the Bank certifying it has performed its obligations to check whether the percentage requirements have been fulfilled.

2. Reallocation

(a) If the loan proceeds of items included in any of the categories shall decrease, the amounts then allocated to and no longer required for such Category, will be reallocated by the Bank to Category (C).

(b) If the loan proceeds of items included in Category (A) shall increase, the amounts equal to the portion, if any, of such increase to be financed out of the Loan amount will be reallocated by the Bank, at the request of the Borrower, from Category (C) to Category (A).

(c) If any amounts are needed to be reallocated from Category (C) to Category (A) at the time of executing the initial contracts for Consultant Employment and/or Procurement, the total contract value including such reallocated amounts shall factor in the minimum percentage requirements for Korean contents in 1.(b) and 1.(c). Notwithstanding the foregoing, the minimum portion of Korean contents may be allowed to further decrease up to twenty percent (20%) of the original minimum percentages in accordance with 1.(d)

(d) If any amounts are needed to be reallocated from Category (C) to Category (A) upon any amendment made to the initial contracts for Consultant Employment and/or Procurement, such reallocated amounts shall not be bound by the minimum percentage requirements for Korean contents in 1.(b) and 1.(c).

(e) Notwithstanding the foregoing, if any amount reallocated (the “Relevant Reallocation Amount”) (i) under a contract for Consultant Employment exceeds twenty percent (20%) of the amount of such contract (after factoring in all reallocated amounts other than the Relevant Reallocation Amount, if any), the minimum percentage requirements for Korean contents in 1.(b) shall apply to such contract (after factoring in all reallocated amounts, including the Relevant Reallocation Amount) or (ii) under a contract for Goods and Services exceeds twenty percent (20%) of the amount of such contract (after factoring in all reallocated amounts other than the Relevant Reallocation Amount, if any), the minimum percentage requirements for Korean contents in 1.(c) shall apply to such contract (after factoring in all reallocated amounts, including the Relevant Reallocation Amount).

Schedule 3

Amortization Schedule

Due Date	Amount	(in Korean Won)
-----------------	---------------	-----------------

※ Note : Each installment will be filled in when the amount of the Loan is fixed in accordance with Section 3.01 of the General Terms and Conditions, and will be finalized after the final disbursement in accordance with paragraph (b) of Section 3.02 and 7.05 of the General Terms and Conditions.

Schedule 4

Procurement Procedure

1. Except as the Bank may otherwise agree, the procedures referred to in the following paragraphs of this Schedule shall apply to the procurement of goods and services to be financed out of the proceeds of the Loan. The term "services" in this Schedule does not include consulting services.
2. Procurement of goods and services shall be subject to the provisions of the Bank's "Guidelines for Procurement under the EDCF Loan" (hereinafter called the "**Procurement Guidelines**"), as amended from time to time, which have been furnished to the Borrower.
3. The Supplier(s) shall be nationals of the Republic of Korea or juridical person incorporated and registered therein.
4. The Borrower shall procure goods and services to be financed out of the proceeds of the Loan specified in Schedule 2 above through Competitive Bidding.
5. Procurement method shall be subject to the Bank's prior review.
6. The Borrower shall adopt a method of bidding single-stage bidding, two-envelope system for the implementation of the above bidding.
7. For contracts to be awarded on the basis of Competitive Bidding, procurement actions shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Procurement Guidelines.
8. All taxes, duties, and levies including but not limited to import duties and Value-Added Tax imposed on goods and services in the Republic of Rwanda provided by the Suppliers, subcontractors and local suppliers under the Loan Agreement for the implementation of the Project shall either be exempted or borne by the Borrower.

Schedule 5

Employment of Consultants

1. The services of consultants shall be utilized in the carrying out of the Project, particularly with regard to the detailed design, project management and construction supervision.
2. The selection and employment of the consultants shall be subject to the provisions of this Schedule and the Bank's "Guidelines for the Employment of Consultants under the EDCF Loan"(hereinafter called the "**Consultant Guidelines**"), as amended from time to time, which have been furnished to the Borrower.
3. The Consultant(s) shall be nationals of the Republic of Korea or juridical person incorporated and registered therein.
4. The Borrower shall employ the Consultant through the Bank's general selection procedures specified in the Consultant Guidelines.
5. The terms of reference, evaluation of proposals, and execution of contract shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Consultant Guidelines.
6. The method of selection procedure shall be submitted to the Bank for its review.
7. All taxes, duties, and levies including but not limited to import duties and Value-Added Tax imposed on consulting services in the Republic of Rwanda provided by the Consultants subcontractors and local suppliers under the Loan Agreement for the implementation of the Project shall be either exempted or borne by the Borrower.

Schedule 6

Disbursement Procedures

1. Disbursement Procedures

(a) Disbursements of the Loan shall be made through Direct Payment Procedure.

(b) The Bank's "Disbursement Procedures under the EDCF Loan" (hereinafter called the "**Disbursement Procedures**"), which have been furnished to the Borrower, as amended from time to time, shall be applied to disbursement of the Loan.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 060/2024 ryo ku wa 21/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni mirongo ine n'ibihumbi magana cyenda n'umunani z'Amadolari y'Abanyamerika (40.908.000 USD) igenewe umushinga wo gusana no kwagura Ibitaro by'Akarere bya Muhororo, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024	Seen to be annexed to Law n° 060/2024 of 21/06/2024 approving the ratification of the Loan Agreement between the government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of forty million nine hundred eight thousand American Dollars (USD 40,908,000) for the renovation and expansion of Muhororo District Hospital project, signed in Seoul, South Korea, on 05 June 2024	Vu pour être annexé à la Loi n° 060/2024 du 21/06/2024 approuvant la ratification de l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de quarante millions neuf cent huit mille Dollars Américains (40.908.000 USD) pour le projet de rénovation et d'agrandissement de l'Hôpital du District de Muhororo, signé à Séoul, Corée du Sud, le 05 juin 2024
--	--	---

Kigali, 21/06/2024

(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° 061/2024 RYO KU WA 21/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA CUMI N'IBIHUMBI MAGANA INANI NA MAKUMYABIRI N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (110.828.000 USD) IGENEWE UMUSHINGA WO KUBAKA IBIGO BY'INDASHYIKIRWA BY'AMASHURI YA TVET MU RWANDA YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu <u>Ingingo ya 2:</u> Ingingo y'ururimi <u>Ingingo ya 3:</u> Gutangira gukurikizwa	LAW N° 061/2024 OF 21/06/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF ONE HUNDRED TEN MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND AMERICAN DOLLARS (USD 110,828,000) FOR THE ESTABLISHMENT OF THE CENTERS OF EXCELLENCE FOR TVET IN RWANDA PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Approval for ratification <u>Article 2:</u> Language provision <u>Article 3:</u> Entry into force	LOI N° 061/2024 DU 21/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE CENT DIX MILLIONS HUIT CENT VINGT-HUIT MILLE DOLLARS AMÉRICAINS (110.828.000 USD) POUR LE PROJET DE CRÉATION DES CENTRES D'EXCELLENCE POUR LE TVET AU RWANDA, SIGNÉ À SÉOUL, CORÉE DU SUD, LE 05 JUIN 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Approbation pour ratification <u>Article 2:</u> Disposition linguistique <u>Article 3:</u> Entrée en vigueur
---	---	---

ITEGEKO N° 061/2024 RYO KU WA 21/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA CUMI N'IBIHUMBI MAGANA INANI NA MAKUMYABIRI N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (110.828.000 USD) IGENEWE UMUSHINGA WO KUBAKA IBIGO BY'INDASHYIKIRWA BY'AMASHURI YA TVET MU RWANDA YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA	LAW N° 061/2024 OF 21/06/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF ONE HUNDRED TEN MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND AMERICAN DOLLARS (USD 110,828,000) FOR THE ESTABLISHMENT OF THE CENTERS OF EXCELLENCE FOR TVET IN RWANDA PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024 We, KAGAME Paul, President of the Republic; THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA	LOI N° 061/2024 DU 21/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE CENT DIX MILLIONS HUIT CENT VINGT-HUIT MILLE DOLLARS AMÉRICAINS (110.828.000 USD) POUR LE PROJET DE CRÉATION DES CENTRES D'EXCELLENCE POUR LE TVET AU RWANDA, SIGNÉ À SÉOUL, CORÉE DU SUD, LE 05 JUIN 2024 Nous, KAGAME Paul, Président de la République; LE PARLEMENT A ADOPTÉ, ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA
--	---	--

INTEKO ISHINGA AMATEGEKO: Umutwe w’Abadepite, mu nama yawo yo ku wa 14 Kamena 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 Guverinoma ya Repubulika y’u Rwanda na Banki ya Koreya y’Ubucuruzi bw’Ibisohoka n’Ibyinjira mu Gihugu, yerekeranye n’inguzanyo ya miliyoni ijana na cumi n’ibihumbi magana inani na makumyabiri n’umunani z’Amadolari y’Abanyamerika (110.828.000 USD) igenewe umushinga wo kubaka ibigo by’indashyikirwa by’amashuri ya TVET mu Rwanda, yashyiriweho umukono i Seoul muri Koreya y’Epfo, ku wa 05 Kamena 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y’inguzanyo hagati ya Guverinoma ya Repubulika y’u Rwanda na Banki ya Koreya y’Ubucuruzi bw’Ibisohoka n’Ibyinjira mu Gihugu, yerekeranye n’inguzanyo ya miliyoni	THE PARLIAMENT: The Chamber of Deputies, in its sitting of 14 June 2024; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of one hundred ten million eight hundred twenty-eight thousand American Dollars (USD 110,828,000) for the establishment of the centers of excellence for TVET in Rwanda Project, signed in Seoul, South Korea, on 05 June 2024; ADOPTS: <u>Article one:</u> Approval for ratification The Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of one hundred ten million eight hundred twenty-eight	LE PARLEMENT: La Chambre des Députés, en sa séance du 14 juin 2024; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l’Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d’Export-Import de Corée, relatif au prêt de cent dix millions huit cent vingt-huit mille Dollars Américains (110.828.000 USD) pour le projet de création des centres d'excellence pour le TVET au Rwanda, signé à Séoul, Corée du Sud, le 05 juin 2024; ADOpte: <u>Article premier:</u> Approbation pour ratification L’Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d’Export-Import de Corée, relatif au prêt de cent dix millions huit cent vingt-huit mille Dollars
---	--	---

ijana na cumi n'ibihumbi magana inani na makumyabiri n'umunani z'Amadolari y'Abanyamerika (110.828.000 USD) igenewe umushinga wo kubaka ibigo by'indashyikirwa by'amashuri ya TVET mu Rwanda, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2: Ingingo y'ururimi</u> Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda. <u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	thousand American Dollars (USD 110,828,000) for the establishment of the centers of excellence for TVET in Rwanda Project, signed in Seoul, South Korea, on 05 June 2024, in annex, is approved for ratification. <u>Article 2: Language provision</u> This Law was drafted in English, considered and adopted in Ikinyarwanda. <u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	Américains (110.828.000 USD) pour le projet de création des centres d'excellence pour le TVET au Rwanda, signé à Séoul, Corée du Sud, le 05 juin 2024, en annexe, est approuvé pour ratification. <u>Article 2: Disposition linguistique</u> La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda. <u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
---	---	---

Kigali, 21/06/2024

(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° 061/2024 RYO KU WA 21/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA CUMI N'IBIHUMBI MAGANA INANI NA MAKUMYABIRI N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (110.828.000 USD) IGENEWE UMUSHINGA WO KUBAKA IBIGO BY'INDASHYIKIRWA BY'AMASHURI YA TVET MU RWANDA YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	ANNEX TO LAW N° 061/2024 OF 21/06/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF ONE HUNDRED TEN MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND AMERICAN DOLLARS (USD 110,828,000) FOR THE ESTABLISHMENT OF THE CENTERS OF EXCELLENCE FOR TVET IN RWANDA PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	ANNEXE À LA LOI N° 061/2024 DU 21/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE CENT DIX MILLIONS HUIT CENT VINGT-HUIT MILLE DOLLARS AMÉRICAINS (110.828.000 USD) POUR LE PROJET DE CRÉATION DES CENTRES D'EXCELLENCE POUR LE TVET AU RWANDA, SIGNÉ À SÉOUL, CORÉE DU SUD, LE 05 JUIN 2024
--	---	--

AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA CUMI N'IBIHUMBI MAGANA INANI NA MAKUMYABIRI N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (110.828.000 USD) IGENEWE UMUSHINGA WO KUBAKA IBIGO BY'INDASHYIKIRWA BY'AMASHURI YA TVET MU RWANDA YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF ONE HUNDRED TEN MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND AMERICAN DOLLARS (USD 110,828,000) FOR THE ESTABLISHMENT OF THE CENTERS OF EXCELLENCE FOR TVET IN RWANDA PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE CENT DIX MILLIONS HUIT CENT VINGT-HUIT MILLE DOLLARS AMÉRICAINS (110.828.000 USD) POUR LE PROJET DE CRÉATION DES CENTRES D'EXCELLENCE POUR LE TVET AU RWANDA, SIGNÉ À SÉOUL, CORÉE DU SUD, LE 05 JUIN 2024
---	--	--

EDCF LOAN AGREEMENT
NO. RWA-5



**Economic Development
Cooperation Fund**
Conformed Copy

Loan Agreement

**Establishment of the Centers of Excellence for
TVET in Rwanda Project**

between

**THE GOVERNMENT OF
THE REPUBLIC OF RWANDA**

and

**THE EXPORT-IMPORT BANK OF KOREA
(Government Agency for the EDCF)**

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article I Definitions	2
Section 1.01 Loan Agreement.....	2
Section 1.02 Definitions	2
Article II The Loan	3
Section 2.01 Amount and Purpose of Loan.....	3
Section 2.02 Use of Proceeds of Loan	3
Article III Repayment and Interest	3
Section 3.01 Repayment of Principal	3
Section 3.02 Payment of Interest	4
Section 3.03 Preferential Interest Rates.....	4
Section 3.04 Place of Payment.....	4
Section 3.05 Exemptions of Taxes and Duties	5
Article IV Procurement and Disbursement	5
Section 4.01 Procurement Procedure.....	5
Section 4.02 Disbursement Procedure	5
Section 4.03 Service Charge	5
Article V Particular Covenants	6
Section 5.01 Execution of the Project.....	6
Section 5.02 Reports and Information	6
Article VI Miscellaneous	7
Section 6.01 Delegation of Authority	7
Section 6.02 Addresses.....	7
Schedule 1 Description of the Project	10
Schedule 2 Allocation of Loan Proceeds	12
1. Allocation	12
2. Reallocation	13
Schedule 3 Amortization Schedule	15
Schedule 4 Procurement Procedure	16
Schedule 5 Employment of Consultants	17
Schedule 6 Disbursement Procedures	18

LOAN AGREEMENT

This Loan Agreement entered into this 5 day of June 2024 between The GOVERNMENT OF THE REPUBLIC OF RWANDA (hereinafter called the "**Borrower**") and THE EXPORT-IMPORT BANK OF KOREA (hereinafter called the "**Bank**") which has been entrusted by THE GOVERNMENT OF THE REPUBLIC OF KOREA with the operation and management of the Economic Development Cooperation Fund (hereinafter called the "**EDCF**").

WITNESSETH:

WHEREAS, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF RWANDA entered into the Agreement dated November 14, 2014 concerning EDCF Loans to be extended to THE GOVERNMENT OF THE REPUBLIC OF RWANDA or its designated agency for the implementation of projects to be agreed upon between the two Governments;

WHEREAS, based upon the above Agreement, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF THE RWANDA entered into the Framework Arrangement dated August 12, 2023 to enable THE GOVERNMENT OF THE REPUBLIC OF RWANDA to obtain EDCF Loans up to a maximum commitment amount in Korean Won not exceeding the equivalent of Five Hundred Million US Dollars (US\$500,000,000) for the years 2022 through 2026 to finance EDCF Loan projects; and

WHEREAS, in the light of the said Agreement and Framework Arrangement, the Bank has agreed to extend a Loan to the Borrower to finance Establishment of the Centers of Excellence for TVET in Rwanda Project (hereinafter called the "**Project**") described in the Description of the Project attached hereto Schedule 1 upon the terms and conditions set forth in this Loan Agreement;

NOW, THEREFORE, the Borrower and the Bank agree as follows:

ARTICLE I

Definitions

Section 1.01. Loan Agreement

The following documents shall constitute an integral part of this Loan Agreement:

- (i) General Terms and Conditions Applicable to EDCF Loan Agreements;
- (ii) Guidelines for Procurement under the EDCF Loan;
- (iii) Guidelines for Employment of Consultants under the EDCF Loan; and
- (iv) Disbursement Procedures under the EDCF Loan.

Section 1.02. Definitions

Unless the context otherwise requires, the several terms defined in the General Terms and Conditions Applicable to EDCF Loan Agreements (hereinafter called the "**General Terms and Conditions**") have the respective meanings therein set forth and the following additional terms have the following meanings:

"Eligible Source Country(ies)" means the Republic of Korea for foreign currency portion and the Republic of Rwanda for local currency portion, respectively.

"Interest Payment Date" means each of the dates of June 20 and December 20 of each year.

"Loan" means the loan facility to be made available in favor of the Borrower or the aggregate principal amount of the loan facility disbursed and from time to time outstanding, as the context may so require.

"Project Completion Date" means the earlier of (i) the date when the final disbursement under the Loan is made, and (ii) the date when the certification of completion, such as a final acceptance certificate (FAC) or a defect liability certificate, etc., is issued.

"Project Executing Agency" means Rwanda TVET Board (herein after called the "RTB") which has been authorized to implement the Project.

"Repayment Date" means each of the Fifty (50) semi-annual consecutive dates of June 20 and December 20 from and including the date which shall be the 20th day of the month falling One Hundred Eighty six (186) months after the date of this Loan Agreement.

"Supplier(s)" means the supplier(s), contractor(s) or consultant(s) from whom goods or services to be financed out of the proceeds of the Loan are procured.

ARTICLE II

The Loan

Section 2.01. Amount and Purpose of Loan

(a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth in this Loan Agreement, an amount in Korean Won not exceeding the equivalent of One Hundred Ten Million Eight Hundred Twenty Eight Thousand US Dollars (US\$110,828,000), to finance the implementation of the Project.

(b) The amount of the Loan shall be denominated in Korean Won and shall be fixed by the Bank in accordance with Section 3.01 of the General Terms and Conditions. The Bank shall then notify the Borrower and the Guarantor (*if any*) of the amount of the Loan.

Section 2.02. Use of Proceeds of Loan

(a) The Borrower shall cause the proceeds of the Loan to be used for the purchase of goods and services required for the implementation of the Project from the Eligible Source Countries. The proceeds of the Loan shall be allocated in accordance with the Allocation of the Loan Proceeds attached hereto as Schedule 2.

(b) The final disbursement under this Loan Agreement shall be made within Sixty Six (66) months after the Effective Date of this Loan Agreement, and no further disbursement shall be made by the Bank thereafter unless otherwise agreed upon between the Bank and the Borrower.

ARTICLE III

Repayment and Interest

Section 3.01. Repayment of Principal

(a) The Borrower shall repay the Bank the principal amount of the Loan disbursed in Fifty (50) semi-annual installments in Korean Won on each of the Repayment Dates.

(b) The Repayment Date and the Korean Won amount to be repaid on each of the Repayment Dates shall be specified in the Amortization Schedule in the form and substance of Schedule 3 attached hereto. The Amortization Schedule shall be made by the Bank when it fixes the amount of the Loan and the Bank shall notify the Borrower of the Amortization Schedule when it notifies the Borrower and the Guarantor (*if any*) of the amount of the Loan in accordance with paragraph (b) of Section 2.01 hereof.

Section 3.02. Payment of Interest

The Borrower shall pay the Bank interest on the principal amount of the Loan disbursed and outstanding at the rate of one-hundredth of one percent (0.01 %) per annum. Such interest shall be paid in arrears on each Interest Payment Date, provided that the first interest for any disbursement made within sixty (60) days prior to any Interest Payment Date may be paid on the next succeeding Interest Payment Date.

Section 3.03. Preferential Interest Rates

(a) No interest shall accrue on the Loan covering the consulting services provided by the eligible consultant(s) mentioned in paragraph 3 of Schedule 5.

(b) When the Borrower makes a procurement contract with Korean Small and Medium Enterprises (SMEs) or Middle Standing Enterprises (MSEs), preferential interest rates shall apply to the Loan covering civil works and procurement of equipment and facilities as follows:

(i) In case one or more Korean SMEs (including a consortium or joint venture (JV) by Korean SMEs) enter into the contract, zero percent (0%) interest rate shall apply.

(ii) In case one or more Korean Middle Standing Enterprises (including a consortium or joint venture (JV) by Korean Middle Standing Enterprises) enter into the contract, zero percent (0%) interest rate shall apply.

(iii) In case the consortium or joint venture (JV) in which one or more Korean SMEs take at least thirty percent (30%) of the share enter into a contract, zero percent (0%) interest rate shall apply.

Section 3.04. Place of Payment

All sums payable by the Borrower to the Bank under this Loan Agreement shall be paid to the account of the Bank (Account No. 068-13-10395-6) with Yeouido Gwangjang EXIM sub Branch of the KEB Hana Bank at 38 Eunhaeng-ro,

Yeongdeungpo-gu, Seoul 07242, Republic of Korea to such other account as the Bank shall designate by written notice to the Borrower.

Section 3.05. Exemptions of Taxes and Duties

Repayment of the Loan and payment of interest thereon shall be made fully exempt from fiscal levies, taxes, and foreign exchange restriction to debt servicing without any limitation of any kind in the related laws of the Republic of Rwanda.

ARTICLE IV Procurement and Disbursement

Section 4.01. Procurement Procedure

(a) All goods and services to be financed out of the proceeds of the Loan shall be procured through the Suppliers in accordance with the provisions of the Procurement Procedure attached hereto as Schedule 4 and the Employment of Consultants attached hereto as Schedule 5.

(b) All goods and services to be financed out of the proceeds of the Loan shall be procured from the Eligible Source Countries, provided that a part of goods and services may, with the prior consent of the Bank, be procured from the countries other than the Eligible Source Countries, as specified in Schedule 2.

Section 4.02. Disbursement Procedure

(a) The Loan shall be disbursed in Korean Won by the Bank in accordance with the provisions of the Disbursement Procedure attached hereto as Schedule 6.

Section 4.03. Service Charge

(a) The Borrower shall pay to the Bank the service charge in the amount equal to one-tenth of one percent (0.1%) of the amount of each disbursement in case of the Direct Payment Procedure.

(b) An amount equal to such service charge shall be financed out of the proceeds of the Loan. The Bank shall pay such amount to itself as the service charge on the date of each disbursement. Such disbursement out of the Loan shall constitute a valid disbursement of the Loan under this Loan Agreement.

ARTICLE V

Particular Covenants

Section 5.01. Execution of the Project

(a) The Borrower shall implement, or cause the Project Executing Agency to implement, the Project with due diligence and efficiency.

(b) The Borrower shall employ, or cause the Project Executing Agency to employ, consultants for the implementation of the Project.

(c) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.

Section 5.02. Reports and Information

(a) The Borrower shall furnish, or cause the Project Executing Agency to furnish, the Bank with progress reports for the Project on a quarterly basis (in March, June, September, and December of each year) from the execution of the first procurement contract to the Project Completion Date in such form and in such detail as the Bank may reasonably request.

(b) Within six (6) months after the Project Completion Date or such later date as shall be agreed upon between the Borrower and the Bank, the Borrower shall furnish, or cause the Project Executing Agency to furnish, the Bank with a project completion report in such form and in such detail as the Bank may reasonably request.

(c) The Borrower shall cooperate, or cause the Project Executing Agency to cooperate, with the Bank for the ex-post evaluation of the Project.

(d) Until all the obligations of the Borrower under this Loan Agreement are fully performed, the Borrower shall furnish the Bank with such other information as the Bank may reasonably request concerning the Project or the Loan.

(e) Pertaining to Section 1.08. Fraud and Corruption of the Guidelines for Procurement under the EDCF Loan and Section 1.09. Fraud and Corruption of the Guidelines for the Employment of Consultants under the EDCF Loan, if the Bank learns or is informed of suspected corrupt, fraudulent practices or any other integrity violations of bidders, suppliers, contractors, and consultants in competing for, or in executing, a contract to be financed out of the proceeds of the Loan, the Borrower shall furnish, or, under its responsibility, cause the Project

Executing Agency to furnish the Bank with such information as the Bank may reasonably request, including all relevant facts regarding such incident if it involves any official of the government and/or public institutions of the Borrower's country.

(f) If the Borrower or the Project Executing Agency learns or is informed that any of the bidders, suppliers, contractors, and consultants have engaged in corrupt, fraudulent practices or any other integrity violations in competing for, or in executing, a contract to be financed out of the proceeds of the Loan, the Borrower should not ignore or suppress, or cause the Project Executing Agency not to ignore or suppress, this knowledge, but immediately report, or cause the Project Executing Agency to immediately report, all relevant facts regarding such practices or violations to the Bank.

(g) Pertaining to Section 5.02 (e) of this Loan Agreement, the Borrower shall not treat, or shall cause the Project Executing Agency not to treat, unfairly or unfavorably the person and/or company which provided the information related to suspected corrupt, fraudulent practices or any other integrity violations of any of the bidders, suppliers, contractors, and consultants in competing for, or in executing, a contract to be financed out of the proceeds of the Loan to the Bank, the Borrower and/or the Project Executing Agency.

ARTICLE VI

Miscellaneous

Section 6.01. Delegation of Authority

(a) The Borrower hereby designates the Project Executing Agency as its agent for the purposes of taking any action or entering into any agreement required or permitted under Sections 4.01, 4.02 and 5.02 of this Loan Agreement.

(b) Any action taken or any agreement entered into by the Project Executing Agency pursuant to the authority conferred under paragraph (a) of this Section shall be fully binding on the Borrower and shall have the same force and effect as if taken by the Borrower.

Section 6.02. Addresses

The following addresses are specified for the purposes of Section 12.05 of the General Terms and Conditions:

For the Bank

Postal address: THE EXPORT-IMPORT BANK OF KOREA

38 Eunhaeng-ro, Yeongdeungpo-gu,

Seoul 07242, Republic of Korea

Attention: Director of Africa Team 2, EDCF Operation Department 3

Telephone No.: (82-2) 3779-6592

Fax No.: (82-2) 3779-6789

Telex No.: K26595 EXIMBK

SWIFT BIC: EXIKKRSEXXX

For the Borrower

Postal Address: Ministry of Finance and Economic Planning

12 KN 3 Ave

P.O. BOX 158

Kigali, Rwanda

Attention: Minister of Finance and Economic Planning

Telephone No.: (+250) 25 257 7581

Fax No.: (+250) 25 257 5756

Telex No.: N/A

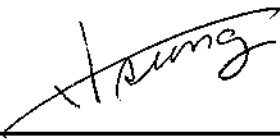
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Loan Agreement to be signed in their respective names, as of the day and year first above written.

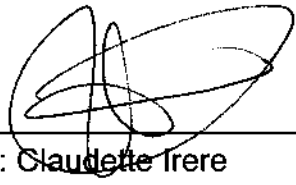
For and on behalf of

For and on behalf of

The Export-Import Bank of Korea
(Government Agency for the EDCF)

**The Government of the Republic
of Rwanda**

By 
Name: Yoon Hee-sung
Title: Chairman & President of The
Export-Import Bank of Korea

By 
Name: Claudette Irere
Title: Minister of State for Education

Schedule 1

Description of the Project

1. Outline of the Project

(a) Objectives:

i) To enhance the quality of TVET education and increase enrollment rates by establishing the Centers of Excellence (CoE).

ii) To expand the labor market by fostering high value-added industries and cultivating innovative knowledge-based industries.

iii) To improve the competitiveness of Rwandan domestic companies by diversifying the economy.

iv) To strengthen the capacities of teachers and staff, and enhance the existing curriculum through specialized enhancement training programs.

(b) Location: Nyagatare, Bugesera, Huye, Kamonyi, Rubavu, Karongi, Burera, Gicumbi, Gatsibo, Nyaruguru, Nyamagabe, Musanze, Munhanga, Rulindo

(c) Project Executing Agency: Rwanda TVET Board (the “RTB”)

2. Scope of the Project

Components	Description
1. Construction*	- Construction of 8 CoEs
2. Equipment Supply	- 8 CoEs: Educational Equipment, Specialized Enhancement Training Module equipment, General Equipment - 17 TSS: Educational Equipment
3. Consulting Services	- Construction Design, Supervision, - Bidding support - Development of operational strategies - Development of specialized enhancement training module - Support for curriculum operation and etc.

* Establishment of 3 new CoE (Karongi, Nyagatare, Rubavu) and Expansion of 5 existing CoEs (Bukure, Kabona, Kabutare, Nyamata, Runda)

3. Estimated annual fund requirements of the Project

(In Thousands of US Dollars)

Year	Financing Plan		
	EDCF	The Government of Rwanda	Total
1	4,195	1,225	5,420
2	52,775	11,611	64,387
3	53,439	11,741	65,180
4	209	-	209
5	209	-	209
Total	110,828	24,577	135,405

* The actual disbursement amount may be different from the amounts set out in this provisional schedule.

4. The Project is expected to be completed by Sixty (60) months from the effective date of this Loan Agreement, which may be extended with prior approval from the Bank.

Schedule 2

Allocation of Loan Proceeds

1. Allocation

(a) The table below sets forth the categories of goods, services and other items to be financed out of the proceeds of the Loan and the allocation of Loan amounts to each category:

(in Thousands of US Dollars)	
Category	Loan Proceeds
(A) Base Cost	90,635
Goods & Services	79,949
Consulting Services	10,686
(B) Service Charge	111
(C) Contingencies	20,082
Total	110,828

※ Note : Items not eligible for financing are as shown below:

- (1) General administration expense
- (2) Taxes and duties
- (3) Purchase of land and other real property
- (4) Compensation
- (5) Other indirect items

(b) The goods and services to be procured from the Republic of Korea of Consulting Services shall be seventy one point nine percent (71.9%) or more of the total cost of Consulting Services.

(c) The goods and services to be procured from the Republic of Korea of Goods & Services shall be twenty eight percent (28.0%) or more of the total cost of Goods & Services.

(d) Notwithstanding the foregoing, the minimum portion of Korean contents of

Consulting Services and Goods & Services may be allowed to further decrease up to twenty percent (20%) of the original minimum percentages stipulated in 1.(b) and 1.(c) with the approval of the Bank at the request of the Project Executing Agency. The Project Executing Agency shall provide related documents validating the necessity for the decrease on the basis of the contracts for Consultant Employment and/or Procurement.

(e) Any goods and services to be procured from countries other than the Eligible Source Countries with the prior consent of the Bank to be financed out of the loan proceeds of the Goods & Services, shall be up to thirty two point two percent (32.2%) of the total cost of Goods & Services.

(f) The Project Executing Agency shall exercise its obligations to ensure that the procurements of Consulting Services and Goods & Services comply with the percentage requirements stipulated above in 1.(b), 1.(c), 1.(d) and 1.(e), and shall submit the related documents to the Bank certifying it has performed its obligations to check whether the percentage requirements have been fulfilled.

2. Reallocation

(a) If the loan proceeds of items included in any of the categories shall decrease, the amounts then allocated to and no longer required for such Category, will be reallocated by the Bank to Category (C).

(b) If the loan proceeds of items included in Category (A) shall increase, the amounts equal to the portion, if any, of such increase to be financed out of the Loan amount will be reallocated by the Bank, at the request of the Borrower, from Category (C) to Category (A).

(c) If any amounts are needed to be reallocated from Category (C) to Category (A) at the time of executing the initial contracts for Consultant Employment and/or Procurement, the total contract value including such reallocated amounts shall factor in the minimum percentage requirements for Korean contents in 1.(b) and 1.(c). Notwithstanding the foregoing, the minimum portion of Korean contents may be allowed to further decrease up to twenty percent (20%) of the original minimum percentages in accordance with 1.(d)

(d) If any amounts are needed to be reallocated from Category (C) to Category (A) upon any amendment made to the initial contracts for Consultant Employment and/or Procurement, such reallocated amounts shall not be bound by the minimum percentage requirements for Korean contents in 1.(b) and 1.(c).

(e) Notwithstanding the foregoing, if any amount reallocated (the "Relevant

Reallocation Amount”) (i) under a contract for Consultant Employment exceeds twenty percent (20%) of the amount of such contract (after factoring in all reallocated amounts other than the Relevant Reallocation Amount, if any), the minimum percentage requirements for Korean contents in 1.(b) shall apply to such contract (after factoring in all reallocated amounts, including the Relevant Reallocation Amount) or (ii) under a contract for Goods and Services exceeds twenty percent (20%) of the amount of such contract (after factoring in all reallocated amounts other than the Relevant Reallocation Amount, if any), the minimum percentage requirements for Korean contents in 1.(c) shall apply to such contract (after factoring in all reallocated amounts, including the Relevant Reallocation Amount).

Schedule 3

Amortization Schedule

Due Date	Amount	(in Korean Won)
-----------------	---------------	-----------------

※ Note : Each installment will be filled in when the amount of the Loan is fixed in accordance with Section 3.01 of the General Terms and Conditions, and will be finalized after the final disbursement in accordance with paragraph (b) of Section 3.02 and 7.05 of the General Terms and Conditions.

Schedule 4

Procurement Procedure

1. Except as the Bank may otherwise agree, the procedures referred to in the following paragraphs of this Schedule shall apply to the procurement of goods and services to be financed out of the proceeds of the Loan. The term "services" in this Schedule does not include consulting services.
2. Procurement of goods and services shall be subject to the provisions of the Bank's "Guidelines for Procurement under the EDCF Loan" (hereinafter called the "**Procurement Guidelines**"), as amended from time to time, which have been furnished to the Borrower.
3. The Supplier(s) shall be nationals of the Republic of Korea or juridical person incorporated and registered therein.
4. The Borrower shall procure goods and services to be financed out of the proceeds of the Loan specified in Schedule 2 above through Competitive Bidding.
5. Procurement method shall be subject to the Bank's prior review.
6. The Borrower shall adopt a method of bidding single-stage bidding, two-envelope system for the implementation of the above bidding.
7. For contracts to be awarded on the basis of Competitive Bidding, procurement actions shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Procurement Guidelines.
8. All taxes, duties, and levies including but not limited to import duties and Value-Added Tax imposed on goods and services in the Republic of Rwanda provided by the Suppliers, subcontractors and local suppliers under the Loan Agreement for the implementation of the Project shall either be exempted or borne by the Borrower.

Schedule 5

Employment of Consultants

1. The services of consultants shall be utilized in the carrying out of the Project, particularly with regard to the detailed design, project management and construction supervision.
2. The selection and employment of the consultants shall be subject to the provisions of this Schedule and the Bank's "Guidelines for the Employment of Consultants under the EDCF Loan"(hereinafter called the "**Consultant Guidelines**"), as amended from time to time, which have been furnished to the Borrower.
3. The Consultant(s) shall be nationals of the Republic of Korea or juridical person incorporated and registered therein.
4. The Borrower shall employ the Consultant through the Bank's general selection procedures specified in the Consultant Guidelines.
5. The terms of reference, evaluation of proposals, and execution of contract shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Consultant Guidelines.
6. The method of selection procedure shall be submitted to the Bank for its review.
7. All taxes, duties, and levies including but not limited to import duties and Value-Added Tax imposed on consulting services in the Republic of Rwanda provided by the Consultants subcontractors and local suppliers under the Loan Agreement for the implementation of the Project shall be either exempted or borne by the Borrower.

Schedule 6

Disbursement Procedures

1. Disbursement Procedures

(a) Disbursements of the Loan shall be made through Direct Payment Procedure.

(b) The Bank's "Disbursement Procedures under the EDCF Loan" (hereinafter called the "**Disbursement Procedures**"), which have been furnished to the Borrower, as amended from time to time, shall be applied to disbursement of the Loan.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 061/2024 ryo ku wa 21/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni ijana na cumi n'ibihumbi magana inani na makumyabiri n'umunani z'Amadolari y'Abanyamerika (110.828.000 USD) igenewe umushinga wo kubaka ibigo by'indashyikirwa by'amashuri ya TVET mu Rwanda yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024	Seen to be annexed to Law n° 061/2024 of 21/06/2024 approving the ratification of the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of one hundred ten million eight hundred twenty-eight thousand American Dollars (USD 110,828,000) for the establishment of the centers of excellence for TVET in Rwanda project, signed in Seoul, South Korea, on 05 June 2024	Vu pour être annexé à la Loi n° 061/2024 du 21/06/2024 approuvant la ratification de l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de cent dix millions huit cent vingt-huit mille Dollars Américains (110.828.000 USD) pour le projet de création des centres d'excellence pour le TVET au Rwanda, signé à Séoul, Corée du Sud, le 05 juin 2024
--	--	---

Kigali, 21/06/2024

(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° 060/01 RYO KU WA 21/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INE N'IBIHUMBI MAGANA CYENDA N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (USD 40.908.000) IGENEWE UMUSHINGA WO GUSANA NO KWAGURA IBITARO BY'AKARERE BYA MUHORORO, YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	PRESIDENTIAL ORDER N° 060/01 OF 21/06/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF FORTY MILLION NINE HUNDRED EIGHT THOUSAND UNITED STATES DOLLARS (USD 40,908,000) FOR THE RENOVATION AND EXPANSION OF MUHORORO DISTRICT HOSPITAL PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	ARRÊTÉ PRÉSIDENTIEL N° 060/01 DU 21/06/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE QUARANTE MILLIONS NEUF CENT HUIT MILLE DOLLARS AMÉRICAINS (40.908.000 USD) POUR LE PROJET DE RÉNOVATION ET D'AGRANDISSEMENT DE L'HÔPITAL DU DISTRICT DE MUHORORO, SIGNÉ À SÉOUL, EN CORÉE DU SUD, LE 05 JUIN 2024
<u>ISHAKIRO</u>	<u>TABLE OF CONTENTS</u>	<u>TABLE DES MATIÈRES</u>
<u>Ingingo ya mbere:</u> Kwemeza burundu	<u>Article One:</u> Ratification	<u>Article premier:</u> Ratification
<u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka	<u>Article 2:</u> Authorities responsible for the implementation of this Order	<u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté
<u>Ingingo ya 3:</u> Ingingo y'ururimi	<u>Article 3:</u> Language provision	<u>Article 3:</u> Disposition linguistique
<u>Ingingo ya 4:</u> Gutangira gukurikizwa	<u>Article 4:</u> Entry into force	<u>Article 4:</u> Entrée en vigueur

ITEKA RYA PEREZIDA N° 060/01 RYO KU WA 21/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INE N'IBIHUMBI MAGANA CYENDA N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (USD 40.908.000) IGENEWE UMUSHINGA WO GUSANA NO KWAGURA IBITARO BY'AKARERE BYA MUHORO, YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	PRESIDENTIAL ORDER N° 060/01 OF 21/06/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF FORTY MILLION NINE HUNDRED EIGHT THOUSAND UNITED STATES DOLLARS (USD 40,908,000) FOR THE RENOVATION AND EXPANSION OF MUHORORO DISTRICT HOSPITAL PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	ARRÊTÉ PRÉSIDENTIEL N° 060/01 DU 21/06/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE QUARANTE MILLIONS NEUF CENT HUIT MILLE DOLLARS AMÉRICAINS (40.908.000 USD) POUR LE PROJET DE RÉNOVATION ET D'AGRANDISSEMENT DE L'HÔPITAL DU DISTRICT DE MUHORORO, SIGNÉ À SÉOUL, EN CORÉE DU SUD, LE 05 JUIN 2024
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 zayo, 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° 060/2024 ryo ku wa 21/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni	Pursuant to Law n° 060/2024 of 21/06/2024 approving the ratification of the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of forty million nine hundred eight thousand American	Vu la Loi n° 060/2024 du 21/06/2024 approuvant la ratification de l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de quarante millions neuf cent huit mille Dollars Américains (40.908.000 USD) pour le projet de

mirongo ine n'ibihumbi magana cyenda n'umunani z'Amadolari y'Abanyamerika (40.908.000 USD) igenewe umushinga wo gusana no kwagura ibitaro by'Akarere bya Muhororo, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024; Tumaze kubona Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni mirongo ine n'ibihumbi magana cyenda n'umunani z'Amadolari y'Abanyamerika (USD 40.908.000) igenewe umushinga wo gusana no kwagura ibitaro by'Akarere bya Muhororo, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024; Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere:</u> Kwemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni	Dollars (USD 40,908,000) for the renovation and expansion of Muhororo District Hospital project, signed in Seoul, South Korea, on 05 June 2024; Considering the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of forty million nine hundred eight thousand United States Dollars (USD 40,908,000) for the renovation and expansion of Muhororo District Hospital project, signed in Seoul, South Korea, on 05 June 2024; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet; DO ORDER: <u>Article One:</u> Ratification The Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of forty million nine hundred eight thousand	rénovation et d'agrandissement de l'Hôpital du District de Muhororo, signé à Séoul, Corée du Sud, le 05 juin 2024; Considérant l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de quarante millions neuf cent huit mille Dollars Américains (40.908.000 USD) pour le projet de rénovation et d'agrandissement de l'Hôpital du District de Muhororo, signé à Séoul, en Corée du Sud, le 05 juin 2024; Sur proposition du Ministre des Finances et de la Planification Économique; Après examen et adoption par le Conseil des Ministres; ARRÊTONS: <u>Article premier:</u> Ratification L'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de quarante millions neuf cent huit mille Dollars Américains
---	--	--

mirongo ine n'ibihumbi magana cyenda n'umunani z'Amadolari y'Abanyamerika (USD 40.908.000) igenewe umushinga wo gusana no kwagura ibitaro by'Akarere bya Muhororo, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024, 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, Minisitiri w'Ibikorwa Remezo na Minisitiri w'Ubuzima 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.	United States Dollars (USD 40,908,000) for the renovation and expansion of Muhororo District Hospital project, signed in Seoul, South Korea, on 05 June 2024, 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, the Minister of Infrastructure and the Minister of Health 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.	(40.908.000 USD) pour le projet de rénovation et d'agrandissement de l'Hôpital du District de Muhororo, signé à Séoul, en Corée du Sud, le 05 juin 2024, 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, le Ministre des Affaires Étrangères et de la Coopération Internationale, le Ministre des Infrastructures et le Ministre de la Santé 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.
---	--	--

Kigali, 21/06/2024

(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° 060/01 RYO KU WA 21/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INE N'IBIHUMBI MAGANA CYENDA N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (USD 40.908.000) IGENEWE UMUSHINGA WO GUSANA NO KWAGURA IBITARO BY'AKARERE BYA MUHORORO, YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	ANNEX TO PRESIDENTIAL ORDER N° 060/01 OF 21/06/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF FORTY MILLION NINE HUNDRED EIGHT THOUSAND UNITED STATES DOLLARS (USD 40,908,000) FOR THE RENOVATION AND EXPANSION OF MUHORORO DISTRICT HOSPITAL PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 060/01 DU 21/06/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE QUARANTE MILLIONS NEUF CENT HUIT MILLE DOLLARS AMÉRICAINS (40.908.000 USD) POUR LE PROJET DE RÉNOVATION ET D'AGRANDISSEMENT DE L'HÔPITAL DU DISTRICT DE MUHORORO, SIGNÉ À SÉOUL, EN CORÉE DU SUD, LE 05 JUIN 2024
---	---	--

AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INE N'IBIHUMBI MAGANA CYENDA N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (USD 40.908.000) IGENEWE UMUSHINGA WO GUSANA NO KWAGURA IBITARO BY'AKARERE BYA MUHORORO, YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF FORTY MILLION NINE HUNDRED EIGHT THOUSAND UNITED STATES DOLLARS (USD 40,908,000) FOR THE RENOVATION AND EXPANSION OF MUHORORO DISTRICT HOSPITAL PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE QUARANTE MILLIONS NEUF CENT HUIT MILLE DOLLARS AMÉRICAINS (40.908.000 USD) POUR LE PROJET DE RÉNOVATION ET D'AGRANDISSEMENT DE L'HÔPITAL DU DISTRICT DE MUHORORO, SIGNÉ À SÉOUL, EN CORÉE DU SUD, LE 05 JUIN 2024
---	---	---

EDCF LOAN AGREEMENT

NO. RWA-6



**Economic Development
Cooperation Fund**

Conformed Copy

Loan Agreement

Renovation and Expansion of Muhororo District Hospital Project

between

**THE GOVERNMENT OF
THE REPUBLIC OF RWANDA**

and

**THE EXPORT-IMPORT BANK OF KOREA
(Government Agency for the EDCF)**

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article I Definitions	2
Section 1.01 Loan Agreement.....	2
Section 1.02 Definitions	2
 Article II The Loan	 3
Section 2.01 Amount and Purpose of Loan.....	3
Section 2.02 Use of Proceeds of Loan	3
 Article III Repayment and Interest	 3
Section 3.01 Repayment of Principal	3
Section 3.02 Payment of Interest	4
Section 3.03 Preferential Interest Rates.....	4
Section 3.04 Place of Payment.....	4
Section 3.05 Exemptions of Taxes and Duties	5
 Article IV Procurement and Disbursement	 5
Section 4.01 Procurement Procedure.....	5
Section 4.02 Disbursement Procedure	5
Section 4.03 Service Charge	5
 Article V Particular Covenants	 6
Section 5.01 Execution of the Project.....	6
Section 5.02 Reports and Information	6
 Article VI Miscellaneous	 7
Section 6.01 Delegation of Authority	7
Section 6.02 Addresses.....	7
 Schedule 1 Description of the Project	 10
Schedule 2 Allocation of Loan Proceeds	12
1. Allocation	12
2. Reallocation	13
Schedule 3 Amortization Schedule	15
Schedule 4 Procurement Procedure	16
Schedule 5 Employment of Consultants	17
Schedule 6 Disbursement Procedures	18

LOAN AGREEMENT

This Loan Agreement entered into this 5 day of June 2024 between The GOVERNMENT OF THE REPUBLIC OF RWANDA (hereinafter called the "**Borrower**") and THE EXPORT-IMPORT BANK OF KOREA (hereinafter called the "**Bank**") which has been entrusted by THE GOVERNMENT OF THE REPUBLIC OF KOREA with the operation and management of the Economic Development Cooperation Fund (hereinafter called the "**EDCF**").

WITNESSETH:

WHEREAS, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF RWANDA entered into the Agreement dated November 14, 2014 concerning EDCF Loans to be extended to THE GOVERNMENT OF THE REPUBLIC OF RWANDA or its designated agency for the implementation of projects to be agreed upon between the two Governments;

WHEREAS, based upon the above Agreement, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF THE RWANDA entered into the Framework Arrangement dated August 12, 2023 to enable THE GOVERNMENT OF THE REPUBLIC OF RWANDA to obtain EDCF loans up to a maximum commitment amount in Korean Won not exceeding the equivalent of Five Hundred Million US Dollars (US\$500,000,000) for the years 2022 through 2026 to finance EDCF loan projects; and

WHEREAS, in the light of the said Agreement and Framework Arrangement, the Bank has agreed to extend a loan to the Borrower to finance Renovation and Expansion of Muhororo District Hospital Project (hereinafter called the "**Project**") described in the Description of the Project attached hereto Schedule 1 upon the terms and conditions set forth in this Loan Agreement;

NOW, THEREFORE, the Borrower and the Bank agree as follows:

ARTICLE I

Definitions

Section 1.01. Loan Agreement

The following documents shall constitute an integral part of this Loan Agreement:

- (i) General Terms and Conditions Applicable to EDCF Loan Agreements;
- (ii) Guidelines for Procurement under the EDCF Loan;
- (iii) Guidelines for Employment of Consultants under the EDCF Loan; and
- (iv) Disbursement Procedures under the EDCF Loan.

Section 1.02. Definitions

Unless the context otherwise requires, the several terms defined in the General Terms and Conditions Applicable to EDCF Loan Agreements (hereinafter called the "**General Terms and Conditions**") have the respective meanings therein set forth and the following additional terms have the following meanings:

"Eligible Source Country(ies)" means the Republic of Korea for foreign currency portion and the Republic of Rwanda for local currency portion, respectively.

"Interest Payment Date" means each of the dates of June 20 and December 20 of each year.

"Loan" means the loan facility to be made available in favor of the Borrower or the aggregate principal amount of the loan facility disbursed and from time to time outstanding, as the context may so require.

"Project Completion Date" means the earlier of (i) the date when the final disbursement under the Loan is made, and (ii) the date when the certification of completion, such as a final acceptance certificate (FAC) or a defect liability certificate, etc., is issued.

"Project Executing Agency" means Rwanda Biomedical Center (herein after called the "RBC") which has been authorized to implement the Project.

"Repayment Date" means each of the Fifty (50) semi-annual consecutive dates of June 20 and December 20 from and including the date which shall be the 20th day of the month falling One Hundred Eighty six (186) months after the date of this Loan Agreement.

"Supplier(s)" means the supplier(s), contractor(s) or consultant(s) from whom goods or services to be financed out of the proceeds of the Loan are procured.

ARTICLE II

The Loan

Section 2.01. Amount and Purpose of Loan

(a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth in this Loan Agreement, an amount in Korean Won not exceeding the equivalent of Forty Million Nine Hundred Eight Thousand US Dollars (US\$40,908,000), to finance the implementation of the Project.

(b) The amount of the Loan shall be denominated in Korean Won and shall be fixed by the Bank in accordance with Section 3.01 of the General Terms and Conditions. The Bank shall then notify the Borrower and the Guarantor (*if any*) of the amount of the Loan.

Section 2.02. Use of Proceeds of Loan

(a) The Borrower shall cause the proceeds of the Loan to be used for the purchase of goods and services required for the implementation of the Project from the Eligible Source Countries. The proceeds of the Loan shall be allocated in accordance with the Allocation of the Loan Proceeds attached hereto as Schedule 2.

(b) The final disbursement under this Loan Agreement shall be made within Forty Five (45) months after the Effective Date of this Loan Agreement, and no further disbursement shall be made by the Bank thereafter unless otherwise agreed upon between the Bank and the Borrower.

ARTICLE III

Repayment and Interest

Section 3.01. Repayment of Principal

(a) The Borrower shall repay the Bank the principal amount of the Loan disbursed in Fifty (50) semi-annual installments in Korean Won on each of the Repayment Dates.

(b) The Repayment Date and the Korean Won amount to be repaid on each of the Repayment Dates shall be specified in the Amortization Schedule in the form and substance of Schedule 3 attached hereto. The Amortization Schedule shall be made by the Bank when it fixes the amount of the Loan and the Bank shall notify the Borrower of the Amortization Schedule when it notifies the Borrower and the Guarantor (*if any*) of the amount of the Loan in accordance with paragraph (b) of Section 2.01 hereof.

Section 3.02. Payment of Interest

The Borrower shall pay the Bank interest on the principal amount of the Loan disbursed and outstanding at the rate of one-hundredth of one percent (0.01 %) per annum. Such interest shall be paid in arrears on each Interest Payment Date, provided that the first interest for any disbursement made within sixty (60) days prior to any Interest Payment Date may be paid on the next succeeding Interest Payment Date.

Section 3.03. Preferential Interest Rates

(a) No interest shall accrue on the Loan covering the consulting services provided by the eligible consultant(s) mentioned in paragraph 3 of Schedule 5.

(b) When the Borrower makes a procurement contract with Korean Small and Medium Enterprises (SMEs) or Medium-Large Companies, preferential interest rates shall apply to the Loan covering civil works and procurement of equipment and facilities as follows:

(i) In case one or more Korean SMEs (including a consortium or joint venture (JV) by Korean SMEs) enter into the contract, zero percent (0%) interest rate shall apply.

(ii) In case one or more Korean Middle Standing Enterprises (including a consortium or joint venture (JV) by Korean Middle Standing Enterprises) enter into the contract, zero percent (0%) interest rate shall apply.

(iii) In case the consortium or joint venture (JV) in which one or more Korean SMEs take at least thirty percent (30%) of the share enter into a contract, zero percent (0%) interest rate shall apply.

Section 3.04. Place of Payment

All sums payable by the Borrower to the Bank under this Loan Agreement shall be paid to the account of the Bank (Account No. 068-13-10395-6) with Yeouido Gwangjang EXIM sub Branch of the KEB Hana Bank at 38 Eunhaeng-ro,

Yeongdeungpo-gu, Seoul 07242, Republic of Korea to such other account as the Bank shall designate by written notice to the Borrower.

Section 3.05. Exemptions of Taxes and Duties

Repayment of the Loan and payment of interest thereon shall be made fully exempt from fiscal levies, taxes, and foreign exchange restriction to debt servicing without any limitation of any kind in the related laws of the Republic of Rwanda.

ARTICLE IV Procurement and Disbursement

Section 4.01. Procurement Procedure

(a) All goods and services to be financed out of the proceeds of the Loan shall be procured through the Suppliers in accordance with the provisions of the Procurement Procedure attached hereto as Schedule 4 and the Employment of Consultants attached hereto as Schedule 5.

(b) All goods and services to be financed out of the proceeds of the Loan shall be procured from the Eligible Source Countries, provided that a part of goods and services may, with the prior consent of the Bank, be procured from the countries other than the Eligible Source Countries, as specified in Schedule 2.

Section 4.02. Disbursement Procedure

(a) The Loan shall be disbursed in Korean Won by the Bank in accordance with the provisions of the Disbursement Procedure attached hereto as Schedule 6.

Section 4.03. Service Charge

(a) The Borrower shall pay to the Bank the service charge in the amount equal to one-tenth of one percent (0.1%) of the amount of each disbursement in case of the Direct Payment Procedure.

(b) An amount equal to such service charge shall be financed out of the proceeds of the Loan. The Bank shall pay such amount to itself as the service charge on the date of each disbursement. Such disbursement out of the Loan shall constitute a valid disbursement of the Loan under this Loan Agreement.

ARTICLE V

Particular Covenants

Section 5.01. Execution of the Project

(a) The Borrower shall implement, or cause the Project Executing Agency to implement, the Project with due diligence and efficiency.

(b) The Borrower shall employ, or cause the Project Executing Agency to employ, consultants for the implementation of the Project.

(c) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.

Section 5.02. Reports and Information

(a) The Borrower shall furnish, or cause the Project Executing Agency to furnish, the Bank with progress reports for the Project on a quarterly basis (in March, June, September, and December of each year) from the execution of the first procurement contract to the Project Completion Date in such form and in such detail as the Bank may reasonably request.

(b) Within six (6) months after the Project Completion Date or such later date as shall be agreed upon between the Borrower and the Bank, the Borrower shall furnish, or cause the Project Executing Agency to furnish, the Bank with a project completion report in such form and in such detail as the Bank may reasonably request.

(c) The Borrower shall cooperate, or cause the Project Executing Agency to cooperate, with the Bank for the ex-post evaluation of the Project.

(d) Until all the obligations of the Borrower under this Loan Agreement are fully performed, the Borrower shall furnish the Bank with such other information as the Bank may reasonably request concerning the Project or the Loan.

(e) Pertaining to Section 1.08. Fraud and Corruption of the Guidelines for Procurement under the EDCF Loan and Section 1.09. Fraud and Corruption of the Guidelines for the Employment of Consultants under the EDCF Loan, if the Bank learns or is informed of suspected corrupt, fraudulent practices or any other integrity violations of bidders, suppliers, contractors, and consultants in competing for, or in executing, a contract to be financed out of the proceeds of the Loan, the Borrower shall furnish, or, under its responsibility, cause the Project

Executing Agency to furnish the Bank with such information as the Bank may reasonably request, including all relevant facts regarding such incident if it involves any official of the government and/or public institutions of the Borrower's country.

(f) If the Borrower or the Project Executing Agency learns or is informed that any of the bidders, suppliers, contractors, and consultants have engaged in corrupt, fraudulent practices or any other integrity violations in competing for, or in executing, a contract to be financed out of the proceeds of the Loan, the Borrower should not ignore or suppress, or cause the Project Executing Agency not to ignore or suppress, this knowledge, but immediately report, or cause the Project Executing Agency to immediately report, all relevant facts regarding such practices or violations to the Bank.

(g) Pertaining to Section 5.02 (e) of this Loan Agreement, the Borrower shall not treat, or shall cause the Project Executing Agency not to treat, unfairly or unfavorably the person and/or company which provided the information related to suspected corrupt, fraudulent practices or any other integrity violations of any of the bidders, suppliers, contractors, and consultants in competing for, or in executing, a contract to be financed out of the proceeds of the Loan to the Bank, the Borrower and/or the Project Executing Agency.

ARTICLE VI

Miscellaneous

Section 6.01. Delegation of Authority

(a) The Borrower hereby designates the Project Executing Agency as its agent for the purposes of taking any action or entering into any agreement required or permitted under Sections 4.01, 4.02 and 5.02 of this Loan Agreement.

(b) Any action taken or any agreement entered into by the Project Executing Agency pursuant to the authority conferred under paragraph (a) of this Section shall be fully binding on the Borrower and shall have the same force and effect as if taken by the Borrower.

Section 6.02. Addresses

The following addresses are specified for the purposes of Section 12.05 of the General Terms and Conditions:

For the Bank

Postal address: THE EXPORT-IMPORT BANK OF KOREA

38 Eunhaeng-ro, Yeongdeungpo-gu,

Seoul 07242, Republic of Korea

Attention: Director of Africa Team 2, EDCF Operation Department 3

Telephone No.: (82-2) 3779-6592

Fax No.: (82-2) 3779-6789

Telex No.: K26595 EXIMBK

SWIFT BIC: EXIKKRSEXXX

For the Borrower

Postal Address: Ministry of Finance and Economic Planning

12 KN 3 Ave

P.O BOX 158

Kigali, Rwanda

Attention: Minister of Finance and Economic Planning

Telephone No.: (+250) 25 257 7581

Fax No.: (+250) 25 257 5756

Telex No.: N/A

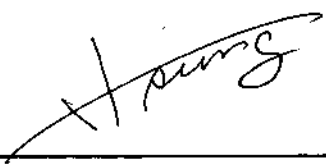
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Loan Agreement to be signed in their respective names, as of the day and year first above written.

For and on behalf of

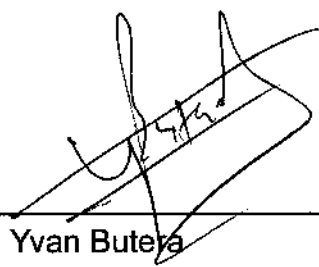
For and on behalf of

The Export-Import Bank of Korea
(Government Agency for the EDCF)

**The Government of the Republic
of Rwanda**

By 

Name: Yoon Hee-sung
Title: Chairman & President of The
Export-Import Bank of Korea

By 

Name: Yvan Butera
Title: Minister of State for Health

Schedule 1

Description of the Project

1. Outline of the Project

(a) Objectives:

- i) To improve quality and accessibility of local medical facilities and services.
- ii) To improve the educational capacity of the Muhororo district hospital.

(b) Location: Ngororero

(c) Project Executing Agency: Rwanda Biomedical Center (the “RBC”)

2. Scope of the Project

Components	Description
Construction	- Muhororo District Hospital Reconstruction
Equipment	- Medical, Non-medical and Hospital Information System equipment delivery and installation
Consulting Services	- Basic and Detailed Design - Assistance in the bid preparation and evaluation - Construction Management and Supervision

3. Estimated annual fund requirements of the Project

(in Thousands of US Dollars)

Year	Financing Plan		
	EDCF	The Government of Rwanda	Total
1	394	176	570
2	7,850	1,446	9,296
3	24,783	2,402	27,185
4	7,881	802	8,683
Total	40,908	4,826	45,734

* The actual disbursement amount may be different from the amounts set out in this provisional schedule.

4. The Project is expected to be completed by Thirty Nine (39) months from the effective date of this Loan Agreement, which may be extended with prior approval from the Bank.

Schedule 2

Allocation of Loan Proceeds

1. Allocation

(a) The table below sets forth the categories of goods, services and other items to be financed out of the proceeds of the Loan and the allocation of Loan amounts to each category:

(in Thousands of US Dollars)	
Category	Loan Proceeds
(A) Base Cost	32,168
Goods & Services	29,414
Consulting Services	2,754
(B) Service Charge	41
(C) Contingencies	8,699
Total	40,908

※ Note : Items not eligible for financing are as shown below:

- (1) General administration expense
- (2) Taxes and duties
- (3) Purchase of land and other real property
- (4) Compensation
- (5) Other indirect items

(b) The goods and services to be procured from the Republic of Korea of Consulting Services shall be eighty seven percent (87.0%) or more of the total cost of Consulting Services.

(c) The goods and services to be procured from the Republic of Korea of Goods & Services shall be thirty one point seven percent (31.7%) or more of the total cost of Goods & Services.

(d) Notwithstanding the foregoing, the minimum portion of Korean contents of

Consulting Services and Goods & Services may be allowed to further decrease up to twenty percent (20%) of the original minimum percentages stipulated in 1.(b) and 1.(c) with the approval of the Bank at the request of the Project Executing Agency. The Project Executing Agency shall provide related documents validating the necessity for the decrease on the basis of the contracts for Consultant Employment and/or Procurement.

(e) Any goods and services to be procured from countries other than the Eligible Source Countries with the prior consent of the Bank to be financed out of the loan proceeds of the Goods & Services, shall be up to thirty one point six percent (31.6%) of the total cost of Goods & Services.

(g) The Project Executing Agency shall exercise its obligations to ensure that the procurements of Consulting Services and Goods & Services comply with the percentage requirements stipulated above in 1.(b), 1.(c), 1.(d) and 1.(e), and shall submit the related documents to the Bank certifying it has performed its obligations to check whether the percentage requirements have been fulfilled.

2. Reallocation

(a) If the loan proceeds of items included in any of the categories shall decrease, the amounts then allocated to and no longer required for such Category, will be reallocated by the Bank to Category (C).

(b) If the loan proceeds of items included in Category (A) shall increase, the amounts equal to the portion, if any, of such increase to be financed out of the Loan amount will be reallocated by the Bank, at the request of the Borrower, from Category (C) to Category (A).

(c) If any amounts are needed to be reallocated from Category (C) to Category (A) at the time of executing the initial contracts for Consultant Employment and/or Procurement, the total contract value including such reallocated amounts shall factor in the minimum percentage requirements for Korean contents in 1.(b) and 1.(c). Notwithstanding the foregoing, the minimum portion of Korean contents may be allowed to further decrease up to twenty percent (20%) of the original minimum percentages in accordance with 1.(d)

(d) If any amounts are needed to be reallocated from Category (C) to Category (A) upon any amendment made to the initial contracts for Consultant Employment and/or Procurement, such reallocated amounts shall not be bound by the minimum percentage requirements for Korean contents in 1.(b) and 1.(c).

(e) Notwithstanding the foregoing, if any amount reallocated (the “Relevant Reallocation Amount”) (i) under a contract for Consultant Employment exceeds twenty percent (20%) of the amount of such contract (after factoring in all reallocated amounts other than the Relevant Reallocation Amount, if any), the minimum percentage requirements for Korean contents in 1.(b) shall apply to such contract (after factoring in all reallocated amounts, including the Relevant Reallocation Amount) or (ii) under a contract for Goods and Services exceeds twenty percent (20%) of the amount of such contract (after factoring in all reallocated amounts other than the Relevant Reallocation Amount, if any), the minimum percentage requirements for Korean contents in 1.(c) shall apply to such contract (after factoring in all reallocated amounts, including the Relevant Reallocation Amount).

Schedule 3

Amortization Schedule

Due Date	Amount	(in Korean Won)
-----------------	---------------	-----------------

※ Note : Each installment will be filled in when the amount of the Loan is fixed in accordance with Section 3.01 of the General Terms and Conditions, and will be finalized after the final disbursement in accordance with paragraph (b) of Section 3.02 and 7.05 of the General Terms and Conditions.

Schedule 4

Procurement Procedure

1. Except as the Bank may otherwise agree, the procedures referred to in the following paragraphs of this Schedule shall apply to the procurement of goods and services to be financed out of the proceeds of the Loan. The term "services" in this Schedule does not include consulting services.
2. Procurement of goods and services shall be subject to the provisions of the Bank's "Guidelines for Procurement under the EDCF Loan" (hereinafter called the "**Procurement Guidelines**"), as amended from time to time, which have been furnished to the Borrower.
3. The Supplier(s) shall be nationals of the Republic of Korea or juridical person incorporated and registered therein.
4. The Borrower shall procure goods and services to be financed out of the proceeds of the Loan specified in Schedule 2 above through Competitive Bidding.
5. Procurement method shall be subject to the Bank's prior review.
6. The Borrower shall adopt a method of bidding single-stage bidding, two-envelope system for the implementation of the above bidding.
7. For contracts to be awarded on the basis of Competitive Bidding, procurement actions shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Procurement Guidelines.
8. All taxes, duties, and levies including but not limited to import duties and Value-Added Tax imposed on goods and services in the Republic of Rwanda provided by the Suppliers, subcontractors and local suppliers under the Loan Agreement for the implementation of the Project shall either be exempted or borne by the Borrower.

Schedule 5

Employment of Consultants

1. The services of consultants shall be utilized in the carrying out of the Project, particularly with regard to the detailed design, project management and construction supervision.
2. The selection and employment of the consultants shall be subject to the provisions of this Schedule and the Bank's "Guidelines for the Employment of Consultants under the EDCF Loan"(hereinafter called the "**Consultant Guidelines**"), as amended from time to time, which have been furnished to the Borrower.
3. The Consultant(s) shall be nationals of the Republic of Korea or juridical person incorporated and registered therein.
4. The Borrower shall employ the Consultant through the Bank's general selection procedures specified in the Consultant Guidelines.
5. The terms of reference, evaluation of proposals, and execution of contract shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Consultant Guidelines.
6. The method of selection procedure shall be submitted to the Bank for its review.
7. All taxes, duties, and levies including but not limited to import duties and Value-Added Tax imposed on consulting services in the Republic of Rwanda provided by the Consultants subcontractors and local suppliers under the Loan Agreement for the implementation of the Project shall be either exempted or borne by the Borrower.

Schedule 6

Disbursement Procedures

1. Disbursement Procedures

(a) Disbursements of the Loan shall be made through Direct Payment Procedure.

(b) The Bank's "Disbursement Procedures under the EDCF Loan" (hereinafter called the "**Disbursement Procedures**"), which have been furnished to the Borrower, as amended from time to time, shall be applied to disbursement of the Loan.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 060/01 ryo ku wa 21/06/2024 ryemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni mirongo ine n'ibihumbi magana cyenda n'umunani z'Amadolari y'Abanyamerika (USD 40.908.000) igenewe umushinga wo gusana no kwagura ibitaro by'Akarere bya Muhororo, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024	Seen to be annexed to Presidential Order n° 060/01 of 21/06/2024 ratifying the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of forty million nine hundred eight thousand United States Dollars (USD 40,908,000) for the renovation and expansion of Muhororo District Hospital project, signed in Seoul, South Korea, on 05 June 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 060/01 du 21/06/2024 ratifiant l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de quarante millions neuf cent huit mille Dollars Américains (40.908.000 USD) pour le projet de rénovation et d'agrandissement de l'Hôpital du District de Muhororo, signé à Séoul, en Corée du Sud, le 05 juin 2024
---	--	---

Kigali, 21/06/2024

(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° 061/01 RYO KU WA 21/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA CUMI N'IBIHUMBI MAGANA INANI NA MAKUMYABIRI N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (USD 110.828.000) IGENEWE UMUSHINGA WO KUBAKA IBIGO BY'INDASHYIKIRWA BY'AMASHURI YA TVET MU RWANDA YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	PRESIDENTIAL ORDER N° 061/01 OF 21/06/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF ONE HUNDRED TEN MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND UNITED STATES DOLLARS (USD 110,828,000) FOR THE ESTABLISHMENT OF THE CENTERS OF EXCELLENCE FOR TVET IN RWANDA PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	ARRÊTÉ PRÉSIDENTIEL N° 061/01 DU 21/06/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE CENT DIX MILLIONS HUIT CENT VINGT-HUIT MILLE DOLLARS AMÉRICAINS (110.828.000 USD) POUR LE PROJET DE CRÉATION DES CENTRES D'EXCELLENCE POUR LE TVET AU RWANDA, SIGNÉ À SÉOUL, EN CORÉE DU SUD, LE 05 JUIN 2024
<u>ISHAKIRO</u>	<u>TABLE OF CONTENTS</u>	<u>TABLE DES MATIÈRES</u>
<u>Ingingo ya mbere:</u> Kwemeza burundu	<u>Article One:</u> Ratification	<u>Article premier:</u> Ratification
<u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka	<u>Article 2:</u> Authorities responsible for the implementation of this Order	<u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté
<u>Ingingo ya 3:</u> Ingingo y'ururimi	<u>Article 3:</u> Language provision	<u>Article 3:</u> Disposition linguistique
<u>Ingingo ya 4:</u> Gutangira gukurikizwa	<u>Article 4:</u> Entry into force	<u>Article 4:</u> Entrée en vigueur

ITEKA RYA PEREZIDA N° 061/01 RYO KU WA 21/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA CUMI N'IBIHUMBI MAGANA INANI NA MAKUMYABIRI N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (USD 110.828.000) IGENEWE UMUSHINGA WO KUBAKA IBIGO BY'INDASHYIKIRWA BY'AMASHURI YA TVET MU RWANDA YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	PRESIDENTIAL ORDER N° 061/01 OF 21/06/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF ONE HUNDRED TEN MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND UNITED STATES DOLLARS (USD 110,828,000) FOR THE ESTABLISHMENT OF THE CENTERS OF EXCELLENCE FOR TVET IN RWANDA PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	ARRÊTÉ PRÉSIDENTIEL N° 061/01 DU 21/06/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE CENT DIX MILLIONS HUIT CENT VINGT-HUIT MILLE DOLLARS AMÉRICAINS (110.828.000 USD) POUR LE PROJET DE CRÉATION DES CENTRES D'EXCELLENCE POUR LE TVET AU RWANDA, SIGNÉ À SÉOUL, EN CORÉE DU SUD, LE 05 JUIN 2024
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° 061/2024 ryo ku wa 21/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka	Pursuant to Law n° 061/2024 of 21/06/2024 approving the ratification of the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of one hundred ten million	Vu la Loi n° 061/2024 du 21/06/2024 approuvant la ratification de l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de cent dix millions huit cent vingt-huit mille

n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni ijana na cumi n'ibihumbi magana inani na makumyabiri n'umunani z'Amadolari y'Abanyamerika (110.828.000 USD) igenewe umushinga wo kubaka ibigo by'indashyikirwa by'amashuri ya TVET mu Rwanda, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024; Tumaze kubona Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni ijana na cumi n'ibihumbi magana inani na makumyabiri n'umunani z'Amadolari y'Abanyamerika (USD 110.828.000) igenewe umushinga wo kubaka ibigo by'indashyikirwa by'amashuri ya TVET mu Rwanda, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024; Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na	eight hundred twenty-eight thousand American Dollars (USD 110,828,000) for the establishment of the centers of excellence for TVET in Rwanda project, signed in Seoul, South Korea, on 05 June 2024; Considering the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of one hundred ten million eight hundred twenty-eight thousand United States Dollars (USD 110,828,000) for the establishment of the centers of excellence for TVET in Rwanda project, signed in Seoul, South Korea, on 05 June 2024; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Loan Agreement between the Government of the Republic of Rwanda and the Export-Import	Dollars Américains (110.828.000 USD) pour le projet de création des centres d'excellence pour le TVET au Rwanda, signé à Séoul, Corée du Sud, le 05 juin 2024; Considérant l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de cent dix millions huit cent vingt-huit mille Dollars Américains (110.828.000 USD) pour le projet de création des centres d'excellence pour le TVET au Rwanda, signé à Séoul, en Corée du Sud, le 05 juin 2024; Sur proposition du Ministre des Finances et de la Planification Économique; Après examen et adoption par le Conseil des Ministres; ARRÊTONS: <u>Article premier: Ratification</u> L'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-
--	--	---

Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni ijana na cumi n'ibihumbi magana inani na makumyabiri n'umunani z'Amadolari y'Abanyamerika (USD 110.828.000) igenewe umushinga wo kubaka ibigo by'indashyikirwa by'amashuri ya TVET mu Rwanda, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024, 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'Uburezi 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.	Bank of Korea, relating to the loan of one hundred ten million eight hundred twenty-eight thousand United States Dollars (USD 110,828,000) for the establishment of the centers of excellence for TVET in Rwanda project, signed in Seoul, South Korea, on 05 June 2024, 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 Education 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.	Import de Corée, relatif au prêt de cent dix millions huit cent vingt-huit mille Dollars Américains (110.828.000 USD) pour le projet de création des centres d'excellence pour le TVET au Rwanda, signé à Séoul, en Corée du Sud, le 05 juin 2024, 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, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre de l'Éducation sont chargés de l'exécution du présent arrêté. <u>Article 3: 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.
--	--	--

Kigali, 21/06/2024

(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° 061/01 RYO KU WA 21/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA CUMI N'IBIHUMBI MAGANA INANI NA MAKUMYABIRI N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (USD 110.828.000) IGENEWE UMUSHINGA WO KUBAKA IBIGO BY'INDASHYIKIRWA BY'AMASHURI YA TVET MU RWANDA YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	ANNEX TO PRESIDENTIAL ORDER N° 061/01 OF 21/06/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF ONE HUNDRED TEN MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND UNITED STATES DOLLARS (USD 110,828,000) FOR THE ESTABLISHMENT OF THE CENTERS OF EXCELLENCE FOR TVET IN RWANDA PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 061/01 DU 21/06/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE CENT DIX MILLIONS HUIT CENT VINGT-HUIT MILLE DOLLARS AMÉRICAINS (110.828.000 USD) POUR LE PROJET DE CRÉATION DES CENTRES D'EXCELLENCE POUR LE TVET AU RWANDA, SIGNÉ À SÉOUL, EN CORÉE DU SUD, LE 05 JUIN 2024
---	---	--

AMASEZERANO Y'INGUZANYO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA BANKI YA KOREYA Y'UBUCURUZI BW'IBISOHOKA N'IBYINJIRA MU GIHUGU, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA CUMI N'IBIHUMBI MAGANA INANI NA MAKUMYABIRI N'UMUNANI Z'AMADOLARI Y'ABANYAMERIKA (USD 110.828.000) IGENEWE UMUSHINGA WO KUBAKA IBIGO BY'INDASHYIKIRWA BY'AMASHURI YA TVET MU RWANDA YASHYIRIWEHO UMUKONO I SEOUL MURI KOREYA Y'EPFO, KU WA 05 KAMENA 2024	LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF KOREA, RELATING TO THE LOAN OF ONE HUNDRED TEN MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND UNITED STATES DOLLARS (USD 110,828,000) FOR THE ESTABLISHMENT OF THE CENTERS OF EXCELLENCE FOR TVET IN RWANDA PROJECT, SIGNED IN SEOUL, SOUTH KOREA, ON 05 JUNE 2024	ACCORD DE PRÊT ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE D'EXPORT-IMPORT DE CORÉE, RELATIF AU PRÊT DE CENT DIX MILLIONS HUIT CENT VINGT-HUIT MILLE DOLLARS AMÉRICAINS (110.828.000 USD) POUR LE PROJET DE CRÉATION DES CENTRES D'EXCELLENCE POUR LE TVET AU RWANDA, SIGNÉ À SÉOUL, EN CORÉE DU SUD, LE 05 JUIN 2024
---	---	---

EDCF LOAN AGREEMENT
NO. RWA-5



**Economic Development
Cooperation Fund**

Conformed Copy

Loan Agreement

**Establishment of the Centers of Excellence for
TVET in Rwanda Project**

between

**THE GOVERNMENT OF
THE REPUBLIC OF RWANDA**

and

**THE EXPORT-IMPORT BANK OF KOREA
(Government Agency for the EDCF)**

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article I Definitions	2
Section 1.01 Loan Agreement.....	2
Section 1.02 Definitions	2
 Article II The Loan	 3
Section 2.01 Amount and Purpose of Loan.....	3
Section 2.02 Use of Proceeds of Loan	3
 Article III Repayment and Interest	 3
Section 3.01 Repayment of Principal	3
Section 3.02 Payment of Interest	4
Section 3.03 Preferential Interest Rates	4
Section 3.04 Place of Payment	4
Section 3.05 Exemptions of Taxes and Duties	5
 Article IV Procurement and Disbursement	 5
Section 4.01 Procurement Procedure.....	5
Section 4.02 Disbursement Procedure	5
Section 4.03 Service Charge	5
 Article V Particular Covenants	 6
Section 5.01 Execution of the Project.....	6
Section 5.02 Reports and Information	6
 Article VI Miscellaneous	 7
Section 6.01 Delegation of Authority	7
Section 6.02 Addresses.....	7
 Schedule 1 Description of the Project	 10
Schedule 2 Allocation of Loan Proceeds	12
1. Allocation	12
2. Reallocation	13
Schedule 3 Amortization Schedule	15
Schedule 4 Procurement Procedure	16
Schedule 5 Employment of Consultants	17
Schedule 6 Disbursement Procedures	18

LOAN AGREEMENT

This Loan Agreement entered into this 5 day of June 2024 between The GOVERNMENT OF THE REPUBLIC OF RWANDA (hereinafter called the "**Borrower**") and THE EXPORT-IMPORT BANK OF KOREA (hereinafter called the "**Bank**") which has been entrusted by THE GOVERNMENT OF THE REPUBLIC OF KOREA with the operation and management of the Economic Development Cooperation Fund (hereinafter called the "**EDCF**").

WITNESSETH:

WHEREAS, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF RWANDA entered into the Agreement dated November 14, 2014 concerning EDCF Loans to be extended to THE GOVERNMENT OF THE REPUBLIC OF RWANDA or its designated agency for the implementation of projects to be agreed upon between the two Governments;

WHEREAS, based upon the above Agreement, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF THE RWANDA entered into the Framework Arrangement dated August 12, 2023 to enable THE GOVERNMENT OF THE REPUBLIC OF RWANDA to obtain EDCF Loans up to a maximum commitment amount in Korean Won not exceeding the equivalent of Five Hundred Million US Dollars (US\$500,000,000) for the years 2022 through 2026 to finance EDCF Loan projects; and

WHEREAS, in the light of the said Agreement and Framework Arrangement, the Bank has agreed to extend a Loan to the Borrower to finance Establishment of the Centers of Excellence for TVET in Rwanda Project (hereinafter called the "**Project**") described in the Description of the Project attached hereto Schedule 1 upon the terms and conditions set forth in this Loan Agreement;

NOW, THEREFORE, the Borrower and the Bank agree as follows:

ARTICLE I

Definitions

Section 1.01. Loan Agreement

The following documents shall constitute an integral part of this Loan Agreement:

- (i) General Terms and Conditions Applicable to EDCF Loan Agreements;
- (ii) Guidelines for Procurement under the EDCF Loan;
- (iii) Guidelines for Employment of Consultants under the EDCF Loan; and
- (iv) Disbursement Procedures under the EDCF Loan.

Section 1.02. Definitions

Unless the context otherwise requires, the several terms defined in the General Terms and Conditions Applicable to EDCF Loan Agreements (hereinafter called the "**General Terms and Conditions**") have the respective meanings therein set forth and the following additional terms have the following meanings:

"Eligible Source Country(ies)" means the Republic of Korea for foreign currency portion and the Republic of Rwanda for local currency portion, respectively.

"Interest Payment Date" means each of the dates of June 20 and December 20 of each year.

"Loan" means the loan facility to be made available in favor of the Borrower or the aggregate principal amount of the loan facility disbursed and from time to time outstanding, as the context may so require.

"Project Completion Date" means the earlier of (i) the date when the final disbursement under the Loan is made, and (ii) the date when the certification of completion, such as a final acceptance certificate (FAC) or a defect liability certificate, etc., is issued.

"Project Executing Agency" means Rwanda TVET Board (herein after called the "RTB") which has been authorized to implement the Project.

"Repayment Date" means each of the Fifty (50) semi-annual consecutive dates of June 20 and December 20 from and including the date which shall be the 20th day of the month falling One Hundred Eighty six (186) months after the date of this Loan Agreement.

"Supplier(s)" means the supplier(s), contractor(s) or consultant(s) from whom goods or services to be financed out of the proceeds of the Loan are procured.

ARTICLE II

The Loan

Section 2.01. Amount and Purpose of Loan

(a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth in this Loan Agreement, an amount in Korean Won not exceeding the equivalent of One Hundred Ten Million Eight Hundred Twenty Eight Thousand US Dollars (US\$110,828,000), to finance the implementation of the Project.

(b) The amount of the Loan shall be denominated in Korean Won and shall be fixed by the Bank in accordance with Section 3.01 of the General Terms and Conditions. The Bank shall then notify the Borrower and the Guarantor (*if any*) of the amount of the Loan.

Section 2.02. Use of Proceeds of Loan

(a) The Borrower shall cause the proceeds of the Loan to be used for the purchase of goods and services required for the implementation of the Project from the Eligible Source Countries. The proceeds of the Loan shall be allocated in accordance with the Allocation of the Loan Proceeds attached hereto as Schedule 2.

(b) The final disbursement under this Loan Agreement shall be made within Sixty Six (66) months after the Effective Date of this Loan Agreement, and no further disbursement shall be made by the Bank thereafter unless otherwise agreed upon between the Bank and the Borrower.

ARTICLE III

Repayment and Interest

Section 3.01. Repayment of Principal

(a) The Borrower shall repay the Bank the principal amount of the Loan disbursed in Fifty (50) semi-annual installments in Korean Won on each of the Repayment Dates.

(b) The Repayment Date and the Korean Won amount to be repaid on each of the Repayment Dates shall be specified in the Amortization Schedule in the form and substance of Schedule 3 attached hereto. The Amortization Schedule shall be made by the Bank when it fixes the amount of the Loan and the Bank shall notify the Borrower of the Amortization Schedule when it notifies the Borrower and the Guarantor (*if any*) of the amount of the Loan in accordance with paragraph (b) of Section 2.01 hereof.

Section 3.02. Payment of Interest

The Borrower shall pay the Bank interest on the principal amount of the Loan disbursed and outstanding at the rate of one-hundredth of one percent (0.01 %) per annum. Such interest shall be paid in arrears on each Interest Payment Date, provided that the first interest for any disbursement made within sixty (60) days prior to any Interest Payment Date may be paid on the next succeeding Interest Payment Date.

Section 3.03. Preferential Interest Rates

(a) No interest shall accrue on the Loan covering the consulting services provided by the eligible consultant(s) mentioned in paragraph 3 of Schedule 5.

(b) When the Borrower makes a procurement contract with Korean Small and Medium Enterprises (SMEs) or Middle Standing Enterprises (MSEs), preferential interest rates shall apply to the Loan covering civil works and procurement of equipment and facilities as follows:

(i) In case one or more Korean SMEs (including a consortium or joint venture (JV) by Korean SMEs) enter into the contract, zero percent (0%) interest rate shall apply.

(ii) In case one or more Korean Middle Standing Enterprises (including a consortium or joint venture (JV) by Korean Middle Standing Enterprises) enter into the contract, zero percent (0%) interest rate shall apply.

(iii) In case the consortium or joint venture (JV) in which one or more Korean SMEs take at least thirty percent (30%) of the share enter into a contract, zero percent (0%) interest rate shall apply.

Section 3.04. Place of Payment

All sums payable by the Borrower to the Bank under this Loan Agreement shall be paid to the account of the Bank (Account No. 068-13-10395-6) with Yeouido Gwangjang EXIM sub Branch of the KEB Hana Bank at 38 Eunhaeng-ro,

Yeongdeungpo-gu, Seoul 07242, Republic of Korea to such other account as the Bank shall designate by written notice to the Borrower.

Section 3.05. Exemptions of Taxes and Duties

Repayment of the Loan and payment of interest thereon shall be made fully exempt from fiscal levies, taxes, and foreign exchange restriction to debt servicing without any limitation of any kind in the related laws of the Republic of Rwanda.

ARTICLE IV Procurement and Disbursement

Section 4.01. Procurement Procedure

(a) All goods and services to be financed out of the proceeds of the Loan shall be procured through the Suppliers in accordance with the provisions of the Procurement Procedure attached hereto as Schedule 4 and the Employment of Consultants attached hereto as Schedule 5.

(b) All goods and services to be financed out of the proceeds of the Loan shall be procured from the Eligible Source Countries, provided that a part of goods and services may, with the prior consent of the Bank, be procured from the countries other than the Eligible Source Countries, as specified in Schedule 2.

Section 4.02. Disbursement Procedure

(a) The Loan shall be disbursed in Korean Won by the Bank in accordance with the provisions of the Disbursement Procedure attached hereto as Schedule 6.

Section 4.03. Service Charge

(a) The Borrower shall pay to the Bank the service charge in the amount equal to one-tenth of one percent (0.1%) of the amount of each disbursement in case of the Direct Payment Procedure.

(b) An amount equal to such service charge shall be financed out of the proceeds of the Loan. The Bank shall pay such amount to itself as the service charge on the date of each disbursement. Such disbursement out of the Loan shall constitute a valid disbursement of the Loan under this Loan Agreement.

ARTICLE V

Particular Covenants

Section 5.01. Execution of the Project

(a) The Borrower shall implement, or cause the Project Executing Agency to implement, the Project with due diligence and efficiency.

(b) The Borrower shall employ, or cause the Project Executing Agency to employ, consultants for the implementation of the Project.

(c) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.

Section 5.02. Reports and Information

(a) The Borrower shall furnish, or cause the Project Executing Agency to furnish, the Bank with progress reports for the Project on a quarterly basis (in March, June, September, and December of each year) from the execution of the first procurement contract to the Project Completion Date in such form and in such detail as the Bank may reasonably request.

(b) Within six (6) months after the Project Completion Date or such later date as shall be agreed upon between the Borrower and the Bank, the Borrower shall furnish, or cause the Project Executing Agency to furnish, the Bank with a project completion report in such form and in such detail as the Bank may reasonably request.

(c) The Borrower shall cooperate, or cause the Project Executing Agency to cooperate, with the Bank for the ex-post evaluation of the Project.

(d) Until all the obligations of the Borrower under this Loan Agreement are fully performed, the Borrower shall furnish the Bank with such other information as the Bank may reasonably request concerning the Project or the Loan.

(e) Pertaining to Section 1.08. Fraud and Corruption of the Guidelines for Procurement under the EDCF Loan and Section 1.09. Fraud and Corruption of the Guidelines for the Employment of Consultants under the EDCF Loan, if the Bank learns or is informed of suspected corrupt, fraudulent practices or any other integrity violations of bidders, suppliers, contractors, and consultants in competing for, or in executing, a contract to be financed out of the proceeds of the Loan, the Borrower shall furnish, or, under its responsibility, cause the Project

Executing Agency to furnish the Bank with such information as the Bank may reasonably request, including all relevant facts regarding such incident if it involves any official of the government and/or public institutions of the Borrower's country.

(f) If the Borrower or the Project Executing Agency learns or is informed that any of the bidders, suppliers, contractors, and consultants have engaged in corrupt, fraudulent practices or any other integrity violations in competing for, or in executing, a contract to be financed out of the proceeds of the Loan, the Borrower should not ignore or suppress, or cause the Project Executing Agency not to ignore or suppress, this knowledge, but immediately report, or cause the Project Executing Agency to immediately report, all relevant facts regarding such practices or violations to the Bank.

(g) Pertaining to Section 5.02 (e) of this Loan Agreement, the Borrower shall not treat, or shall cause the Project Executing Agency not to treat, unfairly or unfavorably the person and/or company which provided the information related to suspected corrupt, fraudulent practices or any other integrity violations of any of the bidders, suppliers, contractors, and consultants in competing for, or in executing, a contract to be financed out of the proceeds of the Loan to the Bank, the Borrower and/or the Project Executing Agency.

ARTICLE VI

Miscellaneous

Section 6.01. Delegation of Authority

(a) The Borrower hereby designates the Project Executing Agency as its agent for the purposes of taking any action or entering into any agreement required or permitted under Sections 4.01, 4.02 and 5.02 of this Loan Agreement.

(b) Any action taken or any agreement entered into by the Project Executing Agency pursuant to the authority conferred under paragraph (a) of this Section shall be fully binding on the Borrower and shall have the same force and effect as if taken by the Borrower.

Section 6.02. Addresses

The following addresses are specified for the purposes of Section 12.05 of the General Terms and Conditions:

For the Bank

Postal address: THE EXPORT-IMPORT BANK OF KOREA

38 Eunhaeng-ro, Yeongdeungpo-gu,

Seoul 07242, Republic of Korea

Attention: Director of Africa Team 2, EDCF Operation Department 3

Telephone No.: (82-2) 3779-6592

Fax No.: (82-2) 3779-6789

Telex No.: K26595 EXIMBK

SWIFT BIC: EXIKKRSEXXX

For the Borrower

Postal Address: Ministry of Finance and Economic Planning

12 KN 3 Ave

P.O. BOX 158

Kigali, Rwanda

Attention: Minister of Finance and Economic Planning

Telephone No.: (+250) 25 257 7581

Fax No.: (+250) 25 257 5756

Telex No.: N/A

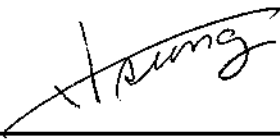
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Loan Agreement to be signed in their respective names, as of the day and year first above written.

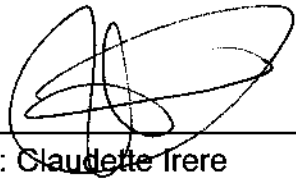
For and on behalf of

For and on behalf of

The Export-Import Bank of Korea
(Government Agency for the EDCF)

The Government of the Republic
of Rwanda

By 
Name: Yoon Hee-sung
Title: Chairman & President of The
Export-Import Bank of Korea

By 
Name: Claudette Irere
Title: Minister of State for Education

Schedule 1

Description of the Project

1. Outline of the Project

(a) Objectives:

i) To enhance the quality of TVET education and increase enrollment rates by establishing the Centers of Excellence (CoE).

ii) To expand the labor market by fostering high value-added industries and cultivating innovative knowledge-based industries.

iii) To improve the competitiveness of Rwandan domestic companies by diversifying the economy.

iv) To strengthen the capacities of teachers and staff, and enhance the existing curriculum through specialized enhancement training programs.

(b) Location: Nyagatare, Bugesera, Huye, Kamonyi, Rubavu, Karongi, Burera, Gicumbi, Gatsibo, Nyaruguru, Nyamagabe, Musanze, Munhanga, Rulindo

(c) Project Executing Agency: Rwanda TVET Board (the “RTB”)

2. Scope of the Project

Components	Description
1. Construction*	- Construction of 8 CoEs
2. Equipment Supply	- 8 CoEs: Educational Equipment, Specialized Enhancement Training Module equipment, General Equipment - 17 TSS: Educational Equipment
3. Consulting Services	- Construction Design, Supervision, - Bidding support - Development of operational strategies - Development of specialized enhancement training module - Support for curriculum operation and etc.

* Establishment of 3 new CoE (Karongi, Nyagatare, Rubavu) and Expansion of 5 existing CoEs (Bukure, Kabona, Kabutare, Nyamata, Runda)

3. Estimated annual fund requirements of the Project

(In Thousands of US Dollars)

Year	Financing Plan		
	EDCF	The Government of Rwanda	Total
1	4,195	1,225	5,420
2	52,775	11,611	64,387
3	53,439	11,741	65,180
4	209	-	209
5	209	-	209
Total	110,828	24,577	135,405

* The actual disbursement amount may be different from the amounts set out in this provisional schedule.

4. The Project is expected to be completed by Sixty (60) months from the effective date of this Loan Agreement, which may be extended with prior approval from the Bank.

Schedule 2

Allocation of Loan Proceeds

1. Allocation

(a) The table below sets forth the categories of goods, services and other items to be financed out of the proceeds of the Loan and the allocation of Loan amounts to each category:

(in Thousands of US Dollars)	
Category	Loan Proceeds
(A) Base Cost	90,635
Goods & Services	79,949
Consulting Services	10,686
(B) Service Charge	111
(C) Contingencies	20,082
Total	110,828

※ Note : Items not eligible for financing are as shown below:

- (1) General administration expense
- (2) Taxes and duties
- (3) Purchase of land and other real property
- (4) Compensation
- (5) Other indirect items

(b) The goods and services to be procured from the Republic of Korea of Consulting Services shall be seventy one point nine percent (71.9%) or more of the total cost of Consulting Services.

(c) The goods and services to be procured from the Republic of Korea of Goods & Services shall be twenty eight percent (28.0%) or more of the total cost of Goods & Services.

(d) Notwithstanding the foregoing, the minimum portion of Korean contents of

Consulting Services and Goods & Services may be allowed to further decrease up to twenty percent (20%) of the original minimum percentages stipulated in 1.(b) and 1.(c) with the approval of the Bank at the request of the Project Executing Agency. The Project Executing Agency shall provide related documents validating the necessity for the decrease on the basis of the contracts for Consultant Employment and/or Procurement.

(e) Any goods and services to be procured from countries other than the Eligible Source Countries with the prior consent of the Bank to be financed out of the loan proceeds of the Goods & Services, shall be up to thirty two point two percent (32.2%) of the total cost of Goods & Services.

(f) The Project Executing Agency shall exercise its obligations to ensure that the procurements of Consulting Services and Goods & Services comply with the percentage requirements stipulated above in 1.(b), 1.(c), 1.(d) and 1.(e), and shall submit the related documents to the Bank certifying it has performed its obligations to check whether the percentage requirements have been fulfilled.

2. Reallocation

(a) If the loan proceeds of items included in any of the categories shall decrease, the amounts then allocated to and no longer required for such Category, will be reallocated by the Bank to Category (C).

(b) If the loan proceeds of items included in Category (A) shall increase, the amounts equal to the portion, if any, of such increase to be financed out of the Loan amount will be reallocated by the Bank, at the request of the Borrower, from Category (C) to Category (A).

(c) If any amounts are needed to be reallocated from Category (C) to Category (A) at the time of executing the initial contracts for Consultant Employment and/or Procurement, the total contract value including such reallocated amounts shall factor in the minimum percentage requirements for Korean contents in 1.(b) and 1.(c). Notwithstanding the foregoing, the minimum portion of Korean contents may be allowed to further decrease up to twenty percent (20%) of the original minimum percentages in accordance with 1.(d)

(d) If any amounts are needed to be reallocated from Category (C) to Category (A) upon any amendment made to the initial contracts for Consultant Employment and/or Procurement, such reallocated amounts shall not be bound by the minimum percentage requirements for Korean contents in 1.(b) and 1.(c).

(e) Notwithstanding the foregoing, if any amount reallocated (the "Relevant

Reallocation Amount”) (i) under a contract for Consultant Employment exceeds twenty percent (20%) of the amount of such contract (after factoring in all reallocated amounts other than the Relevant Reallocation Amount, if any), the minimum percentage requirements for Korean contents in 1.(b) shall apply to such contract (after factoring in all reallocated amounts, including the Relevant Reallocation Amount) or (ii) under a contract for Goods and Services exceeds twenty percent (20%) of the amount of such contract (after factoring in all reallocated amounts other than the Relevant Reallocation Amount, if any), the minimum percentage requirements for Korean contents in 1.(c) shall apply to such contract (after factoring in all reallocated amounts, including the Relevant Reallocation Amount).

Schedule 3

Amortization Schedule

Due Date

Amount

(in Korean Won)

※ Note : Each installment will be filled in when the amount of the Loan is fixed in accordance with Section 3.01 of the General Terms and Conditions, and will be finalized after the final disbursement in accordance with paragraph (b) of Section 3.02 and 7.05 of the General Terms and Conditions.

Schedule 4

Procurement Procedure

1. Except as the Bank may otherwise agree, the procedures referred to in the following paragraphs of this Schedule shall apply to the procurement of goods and services to be financed out of the proceeds of the Loan. The term "services" in this Schedule does not include consulting services.
2. Procurement of goods and services shall be subject to the provisions of the Bank's "Guidelines for Procurement under the EDCF Loan" (hereinafter called the "**Procurement Guidelines**"), as amended from time to time, which have been furnished to the Borrower.
3. The Supplier(s) shall be nationals of the Republic of Korea or juridical person incorporated and registered therein.
4. The Borrower shall procure goods and services to be financed out of the proceeds of the Loan specified in Schedule 2 above through Competitive Bidding.
5. Procurement method shall be subject to the Bank's prior review.
6. The Borrower shall adopt a method of bidding single-stage bidding, two-envelope system for the implementation of the above bidding.
7. For contracts to be awarded on the basis of Competitive Bidding, procurement actions shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Procurement Guidelines.
8. All taxes, duties, and levies including but not limited to import duties and Value-Added Tax imposed on goods and services in the Republic of Rwanda provided by the Suppliers, subcontractors and local suppliers under the Loan Agreement for the implementation of the Project shall either be exempted or borne by the Borrower.

Schedule 5

Employment of Consultants

1. The services of consultants shall be utilized in the carrying out of the Project, particularly with regard to the detailed design, project management and construction supervision.
2. The selection and employment of the consultants shall be subject to the provisions of this Schedule and the Bank's "Guidelines for the Employment of Consultants under the EDCF Loan"(hereinafter called the "**Consultant Guidelines**"), as amended from time to time, which have been furnished to the Borrower.
3. The Consultant(s) shall be nationals of the Republic of Korea or juridical person incorporated and registered therein.
4. The Borrower shall employ the Consultant through the Bank's general selection procedures specified in the Consultant Guidelines.
5. The terms of reference, evaluation of proposals, and execution of contract shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Consultant Guidelines.
6. The method of selection procedure shall be submitted to the Bank for its review.
7. All taxes, duties, and levies including but not limited to import duties and Value-Added Tax imposed on consulting services in the Republic of Rwanda provided by the Consultants subcontractors and local suppliers under the Loan Agreement for the implementation of the Project shall be either exempted or borne by the Borrower.

Schedule 6

Disbursement Procedures

1. Disbursement Procedures

(a) Disbursements of the Loan shall be made through Direct Payment Procedure.

(b) The Bank's "Disbursement Procedures under the EDCF Loan" (hereinafter called the "**Disbursement Procedures**"), which have been furnished to the Borrower, as amended from time to time, shall be applied to disbursement of the Loan.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 061/01 ryo ku wa 21/06/2024 ryemeza burundu Amasezerano y'inguzanyo hagati ya Guverinoma ya Repubulika y'u Rwanda na Banki ya Koreya y'Ubucuruzi bw'Ibisohoka n'Ibyinjira mu Gihugu, yerekeranye n'inguzanyo ya miliyoni ijana na cumi n'ibihumbi magana inani na makumyabiri n'umunani z'Amadolari y'Abanyamerika (USD 110.828.000) igenewe umushinga wo kubaka ibigo by'indashyikirwa by'amashuri ya TVET mu Rwanda, yashyiriweho umukono i Seoul muri Koreya y'Epfo, ku wa 05 Kamena 2024	Seen to be annexed to Presidential Order n° 061/01 of 21/06/2024 ratifying the Loan Agreement between the Government of the Republic of Rwanda and the Export-Import Bank of Korea, relating to the loan of one hundred ten million eight hundred twenty-eight thousand United States Dollars (USD 110,828,000) for the establishment of the centers of excellence for TVET in Rwanda project, signed in Seoul, South Korea, on 05 June 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 061/01 du 21/06/2024 ratifiant l'Accord de prêt entre le Gouvernement de la République du Rwanda et la Banque d'Export-Import de Corée, relatif au prêt de cent dix millions huit cent vingt-huit mille Dollars Américains (110.828.000 USD) pour le projet de création des centres d'excellence pour le TVET au Rwanda, signé à Séoul, en Corée du Sud, le 05 juin 2024
--	--	---

Kigali, 21/06/2024

(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