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Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'iya 168; Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni mironko inani z'Amadorari y'Abanyamerika (80.000.000 USD), igenewe umushinga w'u Rwanda wo gusana imihanda ihuza uturere twibasiwe n'ibiza, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Mata 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni mironko inani z'Amadorari y'Abanyamerika (80.000.000 USD), igenewe umushinga w'u Rwanda wo gusana imihanda ihuza uturere twibasiwe n'ibiza, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Mata 2024, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2:</u> Ingingo y'ururimi Iri tegeko ryateguwe mu rurimi rw'Icyongereza,	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of eighty million American Dollars (USD 80,000,000) for Rwanda emergency connectivity restoration project, signed in Kigali, Rwanda, on 27 April 2024; ADOPTS: <u>Article one:</u> Approval for ratification The Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of eighty million American Dollars (USD 80,000,000) for Rwanda emergency connectivity restoration project, signed in Kigali, Rwanda, on 27 April 2024, in annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de quatre-vingt millions de Dollars Américains (80.000.000 USD) pour le projet de restauration de la connectivité d'urgence au Rwanda, signé à Kigali, Rwanda le 27 avril 2024; ADOpte: <u>Article premier:</u> Approbation pour ratification L'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de quatre-vingt millions de Dollars Américains (80.000.000 USD) pour le projet de restauration de la connectivité d'urgence au Rwanda, signé à Kigali, Rwanda le 27 avril 2024, en annexe, est approuvé pour ratification. <u>Article 2:</u> Disposition linguistique La présente loi a été initiée en anglais, examinée
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risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda. <u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsiri tangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	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.	et adoptée en Ikinyarwanda. <u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/06/2024

(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° 067/2024 RYO KU WA 26/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INANI Z'AMADORARI Y'ABANYAMERIKA (80.000.000 USD), IGENEWE UMUSHINGA W'U RWANDA WO GUSANA IMIHANDA IHUZA UTURERE TWIBASIWE N'IBIZA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 MATA 2024	ANNEX TO LAW N° 067/2024 OF 26/06/2024 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF EIGHTY MILLION AMERICAN DOLLARS (USD 80,000,000) FOR RWANDA EMERGENCY CONNECTIVITY RESTORATION PROJECT, SIGNED IN KIGALI, RWANDA, ON 27 APRIL, 2024	ANNEXE À LA LOI N° 067/2024 DU 26/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGT MILLIONS DE DOLLARS AMÉRICAINS (80.000.000 USD) POUR LE PROJET DE RESTAURATION DE LA CONNECTIVITÉ D'URGENCE AU RWANDA, SIGNÉ À KIGALI, RWANDA LE 27 AVRIL 2024
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CREDIT NUMBER 7544-RW

Financing Agreement

(Rwanda Emergency Connectivity Restoration Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 7544-RW

FINANCING AGREEMENT

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

The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of eighty million United States Dollars (USD 80,000,000) (variously, “Credit” and “Financing”), to assist in financing the Project.
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are June 15 and December 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is United States Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project (and cause Parts 1, 2 and 3 of the Project to be carried out by the Rwanda Transport Development Agency) in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

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ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Condition of Effectiveness consists of the following, namely, that the Recipient has prepared and adopted the Project Implementation Manual in the form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

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

- (a) the Recipient's address is:

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

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

Fax:	E-mail:
+250 25 257 5756	info@minecofin.gov.rw

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

- (a) The Association's address is:

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

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

Telex:	Facsimile:	E-mail:
248423 (MCI)	1-202-477-6391	rwandainfo@worldbank.org

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Honorable Dr. Uzziel Ndagijimana

Authorized Representative

Name: Honorable Dr. Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 27-Apr-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Sahr Kpundeh

Authorized Representative

Name: Sahr Kpundeh

Title: Country Manager, World Bank, Rwanda

Date: 26-Apr-2024

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SCHEDULE 1

Project Description

The objective of the Project is to restore the connectivity in areas of Rwanda affected by floods and landslides in a climate-resilient manner.

The Project consists of the following parts:

Part 1: Rehabilitation/ repair of damaged transport infrastructure in a resilient and safe manner to connect districts affected by floods

- 1.1 *Rehabilitation of national roads.* (a) Carrying out of the rehabilitation/repair of spots located on about 254 km of national roads in a climate resilient manner; and (b) Provision of related consulting services for technical studies, supervision and monitoring of civil works.
- 1.2. *Rehabilitation of district roads.* (a) Carrying out of the rehabilitation/ repair of spots located on about 130 km of district roads in a climate resilient manner; and (b) Provision of related consulting services for technical studies, supervision and monitoring of civil works.
- 1.3. *Rehabilitation of bridges.* (a) Carrying out of the rehabilitation/ repair of about 20 bridges in a climate resilient manner; and (b) Provision of related consulting services for technical studies, supervision and monitoring of civil works.

Part 2: Environment and social risk management, community engagement and awareness campaigns

Carrying out: (a) resettlement of the Project-Affected Persons along the road sections and bridges to be rehabilitated; (b) risks mitigation, community and stakeholders' engagement including establishing and operating the grievance mechanism and training on disaster risk management and mitigation; (c) enhancing capacity of climate resilience committees led by women; and (d) comprehensive road safety measures including training and awareness campaigns for school children, motorbike and vehicle drivers, local communities, and other road users in the Project Area.

Part 3: Implementation support, monitoring and capacity building

- 3.1. Carrying out Project management including undertaking among others procurement, financial management and environmental and social risks management.
- 3.2. Carrying out technical assistance and capacity building for RTDA, MININFRA and MINEMA (including for gender, climate change mitigation and adaption,

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procurement, contract management, road construction and environment and social risks management).

3.3. Carrying out Project monitoring and evaluation.

Part 4: Contingent Emergency Response Component

Providing immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall designate and charge the Ministry of Infrastructure (through Rwanda Transport Development Agency) with overall responsibility for Project coordination and implementation.

2. Steering Committee

- (a) The Recipient shall maintain throughout Project implementation the Steering Committee, co-chaired by the Permanent Secretaries in the Ministry of Infrastructure and Ministry of Emergency Management, and comprised of representatives from the Ministry of Finance and Economic Planning and Rwanda Transport Development Agency, and including such other ministries, agencies and decentralized entities as further detailed in the Project Implementation Manual.
- (b) The Steering Committee shall be responsible for: (i) providing overall strategic guidance and oversight to the Project, including establishing policy guidelines, policy coordination and addressing any inter-governmental issues; (ii) reviewing and approving annual work plans and budgets; (iii) reviewing the annual implementation performance report to be prepared by the implementing agencies, and compiled by the Ministry of Infrastructure, and overseeing the implementation of corrective actions, if needed and (iv) such other functions as may be further detailed in the Project Implementation Manual.

3. Single Project Implementation Unit

The Recipient shall maintain throughout Project implementation period the Project implementation unit within the Rwanda Transport Development Agency (Single Project Implementation Unit) with resources and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Association as may be further detailed in the Project Implementation Manual.

B. Subsidiary Agreement

1. To facilitate the carrying out of the RTDA's Respective Parts of the Project, the Recipient shall make the proceeds of the Financing allocated from time to time to respective Categories of the table set forth in Section III.1 of this Schedule available to the RTDA under a subsidiary agreement ("Subsidiary Agreement")

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between the Recipient and RTDA, under terms and conditions approved by the Association.

2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C Project Implementation Manual and the CERC Manual

1. The Recipient shall:
 - (a) prepare a Project implementation manual, in form and substance satisfactory to the Association, containing detailed arrangements and procedures for implementation of the Project including *inter alia*: (i) implementation arrangements including delineation of roles and responsibilities of various entities, institutions and agencies involved in Project implementation and their coordination and inter-relationships; (ii) disbursement arrangements, reporting requirements, financial management procedures and audit procedures; (iii) the procurement procedures, standard procurement documentation, contracts administration and management procedures; (iv) measures to mitigate fraud and corruption as well as other integrity and fiduciary risks; (v) environmental and social risks management; (vi) procedures for preparing and reviewing a consolidated annual work plan and budget for each Fiscal Year; (vii) monitoring and evaluation arrangements, reporting and communication, including performance indicators; and (viii) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
 - (b) (i) furnish to and exchange views with the Association on such manual promptly upon its preparation; (ii) thereafter adopt such manual as shall have been approved by the Association (“Project Implementation Manual” or “PIM”); and (iii) thereafter implement the Project in accordance with the PIM.
 - (c) not amend, suspend, abrogate, repeal or waive any provisions of the Project Implementation Manual without the prior written approval of the Association.
2. In the event of any conflict between the provisions of: (a) the Project Implementation Manual; and (b) those of this Agreement, the provisions of this Agreement shall prevail.

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3. In order to ensure the proper implementation of Part 4 of the Project (“Contingent Emergency Response Component” or “CERC”), the Recipient shall:
 - (a) prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the CERC, including: (i) designation of, terms of reference for and resources to be allocated to the entity to be responsible for coordinating and implementing the CERC (“Coordinating Agency”); (ii) specific activities which may be included in the CERC, eligible expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the CERC; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CERC; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social risks management frameworks for the CERC, consistent with the Association policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC;
 - (b) afford the Association a reasonable opportunity to review said proposed operations manual;
 - (c) promptly adopt such operations manual for the CERC as shall have been approved by the Association (“CERC Manual”);
 - (d) ensure that Part 4 of the Project is carried out in accordance with the CERC Manual; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Manual without prior written approval by the Association.
4. In the event of any conflict between the provisions of: (a) the CERC Manual; and (b) those of this Agreement, the latter shall prevail.

D. Environmental and Social Standards

1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:

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- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

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6. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

E. Annual Work Plans

1. The Recipient shall prepare and furnish to the Association not later than March 31 of each Fiscal Year during the implementation of the Project (beginning in calendar year 2025), a consolidated work plan and budget containing *inter alia*: (i) all activities proposed to be implemented under the Project during the following Fiscal Year; (ii) proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor - including the portion of the counterpart funds to be made available in that year for purposes of defraying the costs of VAT levied under Part 1 of the Project - and disbursement schedule; and (iii) the training plan for such period.
2. The Recipient shall ensure that in preparing any training plan proposed for inclusion in an annual work plan and budget it shall identify in the training plan: (i) the objective and content of the Training envisaged; (ii) the selection method of the institutions or individuals conducting such Training, and said institutions if already known; (iii) the expected duration and an estimate of the cost of said Training; and (iv) the selection method of the personnel who will attend the Training, and number and names of such personnel if already known.
3. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed annual work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan”).
4. The Recipient shall not make, or allow to be made, any changes to the approved Annual Work Plan without prior approval in writing by the Association.
5. Without limitation on the provisions of Part E of this Section, the Recipient shall prepare and furnish to the Association the first proposed Annual Work Plan and required under the Project not later than one month after the Effective Date.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall furnish to the Association each Project Report not later than forty-five days after the end of each calendar quarter, covering the calendar quarter.

B. Mid-term review

1. No later than twenty-four (24) months after the Effective Date, the Recipient shall, in conjunction with the Association, carry out a mid-term review of the Project (the “Mid-term Review”), covering the progress achieved in the implementation of the Project.
2. For the purpose of facilitating mid-term review, the Recipient shall prepare – terms of reference satisfactory to the Association – and furnish to the Association not less than three (3) months prior to the beginning of the Mid-term Review, a report integrating the results of the Project’s monitoring and evaluation activities, on the progress achieved in the carrying out of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective of the Project during the period following such date.
3. Following the Mid-term Review, the Recipient shall act promptly and diligently in order to take, or cause to be taken, measures recommended to ensure the efficient completion of the Project and the achievement of the objective as well as any corrective action deemed necessary by the Association to remedy any shortcoming

Section III. Withdrawal of the Proceeds of the Financing

A. General

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

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Category	Amount of the Financing Allocated (expressed in USD)	Percentage of Expenditures to be Financed
(1) Goods, works, non-consulting services, Operating Costs, Training, and consulting services for Part 1 of the Project (other than Resettlement Costs)	76,000,000	100% (inclusive of Taxes, other than VAT)
(2) Goods, works, non-consulting services, Operating Costs, Training, and consulting services for Parts 2 and 3 of the Project (other than Resettlement Costs)	2,300,000	100% (inclusive of Taxes)
(3) Resettlement Costs under the Project	1,700,000	100% (inclusive of Taxes)
(4) Emergency Expenditures under Part 4 of the Project	0	100% (inclusive of Taxes)
TOTAL AMOUNT	80,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date.
 - (b) under Category (4) until: (i) the Recipient's relevant authority has declared a disaster, emergency or catastrophic event in Recipient's territory; (ii) the Association and the Recipient have agreed in writing to address such disaster, emergency or catastrophic event under Part 4 of the Project and in accordance with the provisions of this Agreement; (iii) the Recipient has ensured that any environmental and social risks management instruments required for said activities have been duly prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the applicable provisions of the CERC Manual; (iv) the Coordinating Agency in charge of coordinating and implementing the CERC has/ have adequate staff and resources, for the purposes of said activities; and (v) the Recipient has adopted a CERC Manual in

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accordance with the provisions of Section I.C.3 of Schedule 2 to this Agreement.

2. Notwithstanding the provisions of Article II, Section 2.06 of the General Conditions and pursuant to Article V, Section 5.03 of the General Conditions - which requires the Recipient to provide or cause to be provided, promptly as needed, the funds, facilities, services and other resources required for the Project - the Recipient (through MINECOFIN) shall provide or cause to be provided promptly as needed funds required to pay for VAT levied on or in respect of Eligible Expenditures under Category 1 of the table set forth above (including goods, works and services for Part 1 of the Project), or on their importation, manufacture, procurement or supply.
3. The Closing Date is September 29, 2028.

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SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 15 and December 15:	
commencing June 15, 2034 to and including December 15, 2073_____	1.25%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to renumbered Section 3.03 (b) (originally numbered Section 3.05 (b)) of the General Conditions.

APPENDIX

1. “Annual Work Plan” means the work plan and budget prepared annually by the Recipient and approved by the Association in accordance with Section I.E of Schedule 2 to this Agreement; and “Annual Work Plans” means more than one Annual Work Plan.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CERC Manual” means the manual to be prepared and adopted by the Recipient in accordance with the provisions of Section I.C.3(c) of the Schedule 2 to the Agreement, as the manual may be revised from time to time in accordance with the provisions of Section I.C.3 (e) of the Schedule 2 to the Agreement.
5. “District” means an administrative subdivision of the Recipient, established pursuant to the Recipient’s law no. 065/2021 of October 9, 2021.
6. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
7. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the CERC Manual in accordance with the provisions of Section I.C.3(a)(ii) of the Schedule 2 to this Agreement and required for the activities included in Part 4 of the Project.
8. “Environmental and Social Commitment Plan” and the acronym “ESCP” mean the environmental and social commitment plan for the Project, dated March 28, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
9. “Environmental and Social Standards” and the acronym “ESSs” mean, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii)

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“Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

10. “Fiscal Year” and the acronym “FY” mean each fiscal year of the Recipient, the twelve-month period starting on July 1 and ending on June 30 of the following year.
11. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (last revised on July 15, 2023).
12. “Ministry of Emergency Management” and the acronym “MINEMA” mean the Recipient’s ministry in charge of emergency management.
13. “Ministry of Finance and Economic Planning” and the acronym “MINECOFIN” mean the Recipient’s ministry in charge of finance or its successor thereto.
14. “Ministry of Infrastructure” and the acronym “MININFRA” mean the Recipient’s ministry in charge of infrastructure or its successor thereto.
15. “Operating Costs” means the reasonable incremental expenses arising under the Project, and based on the Annual Work Plan, and consisting of, audit fees, expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, bank fees, communication and insurance costs, internet service charges, media and advertising expenses, office administration costs, utilities, rental, consumables, accommodation, travel and per diem, and salaries of Project staff, but excluding the salaries of the Recipient’s civil servants, meeting allowances, other sitting allowances, salary top ups and all honoraria.
16. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.

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17. “Project Area” means the area in the Recipient’s territory comprising the Districts listed in in Project Implementation Manual (and other Districts agreed in writing by Recipient and the Association) where the Project will be implemented.
18. “Project Affected Person” means a person who, on account of the implementation of Project activities, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction or access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and term “Project Affected Persons” means the plural thereof.
19. “Project Implementation Manual” and the acronym “PIM” mean the manual referred to in Section I.C.1 (b)ii of Schedule 2 to this Agreement as the same may be amended from time to time with the prior written approval of the Association.
20. “Project Implementing Entity” means RTDA with which the Association will enter into a Project Agreement and/or the Recipient will enter into a Subsidiary Agreement.
21. “Resettlement Costs” means the expenditures incurred by the Recipient on account of implementation of the resettlement action plan(s), as approved by the Association, and which consist of the costs to finance expenditures cash payments for compensation or other cash payments for assistance due to Project Affected Persons or for the cost of land acquisition related to the activities to be carried out under the Project, and which resettlement costs are hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.
22. “Rwanda Transport Development Agency” and the acronym “RTDA” mean the Recipient’s entity responsible for managing and monitoring all activities in the transport sector established and operating pursuant to Recipient’s law no. 02/ 2010 of January 20, 2010 (as amended by law no. 29/2014 of August 12, 2014) and whose mission includes managing and maintaining national road network and implementation of Recipient’s government policy on roads, railways, cable cars as well as road and waterways transport infrastructure or the legal successor thereto.
23. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
24. “Steering Committee” means committee referred to in Section I.A.2(a) of Schedule 2 to this Agreement.

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25. “Subsidiary Agreement” any of the agreements referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to RTDA.
26. “Training” means the costs associated with training, workshops and study tours provided under the Project, based on the Annual Work Plan approved by the Association pursuant to Section I.E.3 of Schedule 2 to this Agreement consisting of reasonable expenditures (other than expenditures for consultants’ services) for: (i) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses.
27. “VAT” means the value added tax charged by the Recipient - under Recipient’s law no. 37/2012 of November 9, 2012 as modified and complemented by law no. 02/2012 of February 25, 2015, as amended from time to time - on supplies of goods and services in Rwanda and on imported goods and services.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.
2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:

“66. “Interest Charge” means the interest charge for the purpose of Section 3.07.
3. Paragraph 100 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to “Service Charge” or “Service Charges” in any provision of the General Conditions is deleted.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 067/2024 ryo ku wa 26/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni mirongo inani z'Amadorari y'Abanyamerika (80.000.000 USD), igenewe umushinga w'u Rwanda wo gusana imihanda ihuza uturere twibasiwe n'ibiza, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Mata 2024	Seen to be annexed to Law n° 067/2024 of 26/06/2024 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International development Association, relating to the credit of eighty million American Dollars (USD 80,000,000) for Rwanda emergency connectivity restoration project, signed in Kigali, Rwanda, on 27 April, 2024	Vu pour être annexé à la Loi n° 067/2024 du 26/06/2024 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de quatre-vingt millions de Dollars Américains (80.000.000 USD) pour le projet de restauration de la connectivité d'urgence au Rwanda, signé à Kigali, Rwanda le 27 avril 2024
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Kigali, 26/06/2024

(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° 068/2024 RYO KU WA 26/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA KOWETI GITSURA AMAJYAMBERE Y'UBUKUNGU MU BIHUGU BY'ABARABU, YEREKERANYE N'INGUZANYO YA MILIYONI ESHESHATU Z'AMADINARI YA KOWETI (6.000.000 K.D), IGENEWE UMUSHINGA W'UMUHANDA MUHANGA-RUBENGERA, YASHYIRIWEHO UMUKONO I NAIROBI MURI KENYA, KU WA 30 GICURASI 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° 068/2024 OF 26/06/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT, RELATING TO THE LOAN OF SIX MILLION KUWAITI DINARS (K.D 6,000,000) FOR MUHANGA-RUBENGERA ROAD PROJECT, SIGNED IN NAIROBI, KENYA, ON 30 MAY, 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° 068/2024 DU 26/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS KOWEITIEEN POUR LE DÉVELOPPEMENT ÉCONOMIQUE ARABE, RELATIF AU PRÊT DE SIX MILLIONS DE DINARS KOWEITIENS (6.000.000 K.D) POUR LE PROJET DE ROUTE MUHANGA-RUBENGERA, SIGNÉ À NAIROBI, KENYA, LE 30 MAI 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Approbation pour ratification <u>Article 2:</u> Disposition linguistique <u>Article 3:</u> Entrée en vigueur
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ITEGEKO N° 068/2024 RYO KU WA 26/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA KOWETI GITSURA AMAJYAMBERE Y'UBUKUNGU MU BIHUGU BY'ABARABU, YEREKERANYE N'INGUZANYO YA MILIYONI ESHESHATU Z'AMADINARI YA KOWETI (6.000.000 K.D), IGENEWE UMUSHINGA W'UMUHANDA MUHANGA-RUBENGERA, YASHYIRIWEHO UMUKONO I NAIROBI MURI KENYA, KU WA 30 GICURASI 2024	LAW N° 068/2024 OF 26/06/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT, RELATING TO THE LOAN OF SIX MILLION KUWAITI DINARS (K.D 6,000,000) FOR MUHANGA-RUBENGERA ROAD PROJECT, SIGNED IN NAIROBI, KENYA, ON 30 MAY, 2024	LOI N° 068/2024 DU 26/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS KOWEITIEN POUR LE DÉVELOPPEMENT ÉCONOMIQUE ARABE, RELATIF AU PRÊT DE SIX MILLIONS DE DINARS KOWEITIENS (6.000.000 K.D) POUR LE PROJET DE ROUTE MUHANGA-RUBENGERA, SIGNÉ À NAIROBI, AU KENYA LE 30 MAI 2024
Twebwe, KAGAME Paul, Perezida wa Repubulika;	We, KAGAME Paul, President of the Republic;	Nous, KAGAME Paul, Président de la République;
INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA	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	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:	THE PARLIAMENT:	LE PARLEMENT:
Umutwe w'Abadepite, mu nama yawo yo ku wa 07 Kamena 2024;	The Chamber of Deputies, in its sitting of 07 June 2024;	La Chambre des Députés, en sa séance du 07 juin 2024;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'iya 168; Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cya Koweti Gitsura Amajyambere y'Ubukungu mu Bihugu by'Abarabu, yerekeranye n'inguzanyo ya miliyoni esheshatu z'Amadinari ya Koweti (6.000.000 K.D) igenewe umushinga w'umuhanda Muhanga-Rubengera, yashyiriweho umukono i Nairobi muri Kenya, ku wa 30 Gicuraci 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cya Koweti Gitsura Amajyambere y'Ubukungu mu Bihugu by'Abarabu, yerekeranye n'inguzanyo ya miliyoni esheshatu z'Amadinari ya Koweti (6.000.000 K.D) igenewe umushinga w'umuhanda Muhanga-Rubengera, yashyiriweho umukono i Nairobi muri Kenya, ku wa 30 Gicuraci 2024, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2:</u> Ingingo y'ururimi Iri tegeko ryateguwe mu rurimi rw'Icyongereza,	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Loan Agreement between the Republic of Rwanda and the Kuwait Fund for Arab Economic Development, relating to the loan of six million Kuwaiti Dinars (K.D 6,000,000) for the Muhanga-Rubengera road project, signed in Nairobi, Kenya, on 30 May 2024; ADOPTS: <u>Article one:</u> Approval for ratification The Loan Agreement between the Republic of Rwanda and the Kuwait Fund for Arab Economic Development, relating to the loan of six million Kuwaiti Dinars (K.D 6,000,000) for the Muhanga-Rubengera road project, signed in Nairobi, Kenya, on 30 May 2024, in annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord de prêt entre la République du Rwanda et le Fonds Koweïtien pour le Développement Economique Arabe, relatif au prêt de six millions de Dinars koweïtiens (6.000.000 K.D) pour le projet de route Muhanga-Rubengera, signé à Nairobi, Kenya le 30 mai 2024; ADOpte: <u>Article premier:</u> Approbation pour ratification L'Accord de prêt entre la République du Rwanda et le Fonds Koweïtien pour le Développement Economique Arabe, relatif au prêt de six millions de Dinars koweïtiens (6.000.000 K.D) pour le projet de route Muhanga-Rubengera, signé à Nairobi, Kenya le 30 mai 2024, en annexe, est approuvé pour ratification. <u>Article 2:</u> Disposition linguistique La présente loi a été initiée en anglais, examinée
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risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda. <u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsiri tangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	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.	et adoptée en Ikinyarwanda. <u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/06/2024

(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° 068/2024 RYO KU WA 26/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA KOWETI GITSURA AMAJYAMBERE Y'UBUKUNGU MU BIHUGU BY'ABARABU, YEREKERANYE N'INGUZANYO YA MILIYONI ESHESHATU Z'AMADINARI YA KOWETI (6.000.000 K.D), IGENEWE UMUSHINGA W'UMUHANDA MUHANGA-RUBENGERA, YASHYIRIWEHO UMUKONO I NAIROBI MURI KENYA, KU WA 30 GICURASI 2024	ANNEX TO LAW N° 068/2024 OF 26/06/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT, RELATING TO THE LOAN OF SIX MILLION KUWAITI DINARS (K.D 6,000,000) FOR MUHANGA-RUBENGERA ROAD PROJECT, SIGNED IN NAIROBI, KENYA, ON 30 MAY, 2024	ANNEXE À LA LOI N° 068/2024 DU 26/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS KOWEITIEEN POUR LE DÉVELOPPEMENT ÉCONOMIQUE ARABE, RELATIF AU PRÊT DE SIX MILLIONS DE DINARS KOWEITIENS (6.000.000 K.D) POUR LE PROJET DE ROUTE MUHANGA-RUBENGERA, SIGNÉ À NAIROBI, AU KENYA LE 30 MAI 2024
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AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA KOWETI GITSURA AMAJYAMBERE Y'UBUKUNGU MU BIHUGU BY'ABARABU, YEREKERANYE N'INGUZANYO YA MILIYONI ESHESHATU Z'AMADINARI YA KOWETI (6.000.000 K.D), IGENEWE UMUSHINGA W'UMUHANDA MUHANGA-RUBENGERA, YASHYIRIWEHO UMUKONO I NAIROBI MURI KENYA, KU WA 30 GICURASI 2024	LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT, RELATING TO THE LOAN OF SIX MILLION KUWAITI DINARS (K.D 6,000,000) FOR MUHANGA- RUBENGERA ROAD PROJECT, SIGNED IN NAIROBI, KENYA, ON 30 MAY, 2024	ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS KOWEITIEN POUR LE DÉVELOPPEMENT ÉCONOMIQUE ARABE, RELATIF AU PRÊT DE SIX MILLIONS DE DINARS KOWEITIENS (6.000.000 K.D) POUR LE PROJET DE ROUTE MUHANGA-RUBENGERA, SIGNÉ À NAIROBI, AU KENYA LE 30 MAI 2024
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ORIGINAL : ARABIC

LOAN NUMBER .: 1058

LOAN AGREEMENT

**MUHANGA – RUBENGERA ROAD PROJECT
(MUHANGA – NYANGE SECTION)**

BETWEEN

REPUBLIC OF RWANDA

AND

KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT



DATED: 30/5 /2024

LOAN AGREEMENT

AGREEMENT, dated between Republic of Rwanda (hereinafter called the Borrower) of the first part, and Kuwait Fund for Arab Economic Development (hereinafter called the Fund) of the second part.

WHEREAS the Borrower has requested the Fund to assist in the financing of Muhanga – Rubengera Road Project (Muhanga – Nyange Section) described in Schedule 2 to this Agreement (hereinafter called the Project) by providing a loan (hereinafter called the Loan);

WHEREAS the Borrower has undertaken to provide all other sums which shall be required, in addition to the Loan, for carrying out of the Project and any cost over-runs that may occur whether in local or foreign currencies;

WHEREAS the purpose of the Fund is to assist Arab and other developing countries in developing their economies and to provide them with loans required for the execution of their development projects and programmes;

WHEREAS the Fund is convinced of the importance and benefits of the Project in contributing to the development of the Borrower's economy; and

WHEREAS the Fund has agreed, on the basis, *inter alia* of the foregoing, to provide the Loan to the Borrower on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

The Loan; Interest and Other Charges; Repayment; Place of Payment

SECTION 1.01. The Fund agrees to lend to the Borrower, on the terms and conditions set forth in this Agreement or herein referred to, an amount equivalent to Kuwaiti Dinars Six million (K.D.6,000,000/-).

SECTION 1.02. The Borrower shall pay interest at the rate of one percent (1%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time. Interest shall accrue from the respective dates on which amounts shall be so withdrawn.

SECTION 1.03. An additional charge of one half of one percent ($\frac{1}{2}$ of 1%) per annum on the amounts withdrawn from the Loan and outstanding from time to time shall be paid to meet the administrative expenses and the expenses of implementing this Agreement.

SECTION 1.04. In the event that the Fund, pursuant to Section 3.02 of this Agreement, enters into a special irrevocable commitment at the request of the

Borrower, a charge for such special commitment shall be paid by the Borrower at the rate of one half of one percent ($\frac{1}{2}$ of 1%) per annum on the principal amount of any such special commitment outstanding from time to time.

SECTION 1.05. Interest and other charges shall be computed on the basis of a 360-day year of twelve 30-day months for any period less than a full one half of a year.

SECTION 1.06. The Borrower shall repay the principal of the Loan in accordance with the provisions for amortization of the Loan set forth in Schedule 1 to this Agreement.

SECTION 1.07. Interest and other charges shall be payable semi-annually on 15th January and 15th July of each year.

SECTION 1.08. The Borrower shall have the right, upon payment of all accrued interest and all other charges, and upon not less than 45 days notice to the Fund, to repay in advance of maturity: (a) all of the principal amount of the Loan at the time outstanding or (b) all of the principal amount of any one or more maturities, provided that after such prepayment there shall not be outstanding any portion of the Loan maturing after the portion to be prepaid.

SECTION 1.09. The principal of, and interest and other charges on, the Loan shall be paid at Kuwait or at such other places as the Fund shall reasonably request.

ARTICLE II

Currency Provisions

SECTION 2.01. All accounts of the financial transactions made pursuant to this Agreement shall be, and all sums falling due thereunder shall be payable, in Kuwaiti Dinars.

SECTION 2.02. The Fund will purchase, at the request of and acting as an agent for the Borrower, such currencies as may be required for payment of the cost of goods to be financed from the Loan under this Agreement, or for reimbursement of such cost in the currency in which it was actually incurred. The amount, which shall be deemed to have been withdrawn from the Loan in any such case, shall be equal to the amount of Kuwaiti Dinars, required for the purchase of the respective amount of foreign currency.

SECTION 2.03. When repayment of principal or payment of interest and other charges on the Loan is being made, the Fund may, at the request of and acting as an agent for the Borrower, purchase the amount of Kuwaiti Dinars required for such repayment or payment, as the case may be, against payment by the Borrower of the amount required for such purchase in currency or currencies, as may be acceptable from time to time to the Fund.

Any payment to the Fund required under this Agreement shall not be deemed to have been effected except from the time and to the extent that Kuwaiti Dinars have actually been received by the Fund.

SECTION 2.04. Whenever it shall be necessary for the purposes of this Agreement to determine the value of one currency in terms of another, such value shall be as reasonably determined by the Fund.

ARTICLE III

Withdrawal and Use of Proceeds of the Loan

SECTION 3.01. The Borrower shall be entitled to withdraw from the Loan amounts expended or to be expended for the Project in accordance with the provisions of this Agreement.

Except as the Fund may otherwise agree, no amount shall be withdrawn from the Loan on account of expenses incurred prior to the date of 1st January 2022.

SECTION 3.02. Upon the Borrower's request and upon such terms and conditions as shall be agreed upon between the Borrower and the Fund, the Fund may enter into special irrevocable commitments in writing to pay amounts to the Borrower or others in respect of the cost of goods to be financed under this Agreement notwithstanding any subsequent cancellation of the Loan or suspension of the right of the Borrower to make withdrawals from the Loan.

SECTION 3.03. When the Borrower shall desire to withdraw any amount from the Loan or to request the Fund to enter into a special irrevocable commitment pursuant to Section 3.02, the Borrower shall deliver to the Fund a written application in such form, and containing such statements, agreements and other documents as the Fund shall reasonably request. Applications for withdrawal, with the necessary documentation as hereinafter in this Article provided, shall, except as the Borrower and the Fund shall otherwise agree, be made promptly in relation to expenditures for the Project.

SECTION 3.04. The Borrower shall furnish to the Fund such documents and other evidence in support of the application for withdrawal, as the Fund shall reasonably request, whether before or after the Fund shall have permitted any withdrawal requested in the application.

SECTION 3.05. Each application for withdrawal and the accompanying documents and other evidence must be sufficient in form and substance to satisfy the Fund that the Borrower is entitled to withdraw from the Loan the amount applied for and that the amount to be withdrawn from the Loan is to be used only for the purposes specified in this Agreement.

SECTION 3.06. The Borrower shall apply the proceeds of the Loan exclusively to financing the reasonable cost of goods required to carry out the Project

described in Schedule 2 to this Agreement. The specific goods to be financed out of the proceeds of the Loan and the methods and procedures for procurement of such goods shall be determined by agreement between the Borrower and the Fund, subject to modification by further agreement between them.

SECTION 3.07. The Borrower shall cause all goods financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project.

SECTION 3.08. Payment by the Fund of amounts, which the Borrower is entitled to withdraw from the Loan, shall be made to or on the order of the Borrower.

SECTION 3.09. The right of the Borrower to make withdrawals from the Loan shall terminate on 31st December 2029 or such other date as may from time to time be agreed between the Borrower and the Fund.

ARTICLE IV

Particular Covenants

SECTION 4.01. The Borrower shall make arrangements satisfactory to the Fund for making the proceeds of the Loan available to the Ministry of Infrastructure (hereinafter called the "Ministry") which shall be entrusted with carrying out the Project through Rwanda Transport Development Agency (hereinafter called the "RTDA"), or, any successor entity thereto acceptable to the Fund;

SECTION 4.02. The Borrower shall make or cause to be made available promptly as needed all other sums which shall be required, in addition to the Loan, for the carrying out of the Project, all such sums to be made available on terms and conditions consistent with obligations of the Borrower under this Agreement.

SECTION 4.03. The Borrower shall cause RTDA to furnish to the Fund, promptly upon their preparation, the studies of, and the plans and specifications for, the Project, the schedules of its execution and any material modifications subsequently made therein, in such detail as the Fund may from time to time request.

SECTION 4.04. The Borrower shall cause RTDA to carry out the Project with due diligence and efficiency and in conformity with sound engineering, administrative and financial practices, and shall provide promptly as needed the funds, facilities, services and other resources required for the execution, operation and maintenance of the Project.

SECTION 4.05. With a view to facilitate the smooth implementation of the Project, the Borrower shall cause the RTDA to continue the use of its Single Project Implementation Unit (hereinafter referred to as the Unit), which is currently headed by a competent engineer acting as a Coordinator, supported by sufficient and experienced technical and financial staff. The Unit is charged with the responsibility of following-up and coordinating the construction activities of the Project and is vested with all powers, facilities and resources necessary to enable it to undertake its tasks effectively.

SECTION 4.06. In carrying out the Project, the Borrower shall cause the RTDA to employ engineering consultants acceptable to, and upon terms and conditions satisfactory to the Fund.

SECTION 4.07. Unless otherwise agreed by the Fund, awarding of the contracts for the execution of the Project, which are to be financed from the Loan, and any amendments thereto shall be subject to the Fund's approval.

SECTION 4.08. The Borrower shall cause the RTDA to take all such action as shall be necessary to acquire, as and when needed, prior to the commencement works of the Project, all such land, and rights in respect of lands as shall be required, for construction and operation of the Project, and shall provide fair and adequate compensation to those affected by the land acquisition.

SECTION 4.09. The Borrower shall cause RTDA to maintain records adequate to identify the goods financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof), and to reflect in accordance with consistently maintained sound accounting practices the operations and financial position of RTDA. The Borrower shall further afford all reasonable opportunity for accredited representatives of the Fund to make visits for purposes related to the Loan, and to inspect the Project, the goods and any relevant records and documents, and shall furnish the Fund all such information as the Fund shall reasonably request concerning the expenditure of the proceeds of the Loan, the Project, the goods and the operations and financial position of RTDA in respect of the Project.

SECTION 4.10. The Borrower shall cause RTDA to insure with responsible insurers all goods financed out of the proceeds of the Loan. Such insurance shall cover such marine, transit and other hazards incident to purchase and importation of the goods into the territories of the Borrower and delivery thereof to the site of the Project, and shall be for such amounts as shall be consistent with sound commercial practices. Such insurance shall be payable in the currency in which the cost of the goods insured thereunder shall be payable, or in freely convertible currency.

The Borrower shall cause the Agency to take out and maintain, with responsible insurers, insurance against risks related to the implementation of the Project in such amounts as shall be consistent with sound commercial practices.

SECTION 4.11. The Borrower and the Fund shall cooperate fully to ensure that the purposes of the Loan will be accomplished. To that end, the Borrower shall cause RTDA to furnish to the Fund every 3 months, from the date of this Agreement, periodic reports on the execution of the Project and the general status of the Loan as well as all other information as the Fund shall reasonably request in relation to the Project and the Loan.

The Borrower and the Fund shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the

Loan and the maintenance of the service thereof. The Borrower shall promptly inform the Fund of any condition which interferes or threatens to interfere with the accomplishment of the purposes of the Loan (including substantial increase in the cost of the Project) or the maintenance of the service thereof.

SECTION 4.12. The Borrower shall take or cause to be taken all action which shall be necessary on its part to execute the Project and shall not take, or permit to be taken, any action which would prevent or interfere with the execution or operation of the Project or the performance of any of the provisions of this Agreement.

SECTION 4.13. The Borrower shall endeavour to ensure that the completion and operation of the Project coincides with the operation of the Rubengera – Muhanga Corridor.

SECTION 4.14. The Borrower shall cause RTDA to ensure that measures required in the course of Project implementation on the part of other public utilities departments, such as electricity, water or telephone, shall be coordinated with the timeframe of its execution.

SECTION 4.15. The Borrower shall take, or cause to be taken, all necessary measures to ensure that RTDA continues to be in charge of the execution, management and maintenance of the Project, and shall be adequately staffed by competent personnel, including engineers and other technical personnel as well as social and environmental specialists, and staff specialized in procurement and accountancy.

SECTION 4.16. The Borrower shall cause RTDA to continue to adequately maintain and repair, or cause to be adequately maintained and repaired, its roads, and bridges in accordance with appropriate engineering standards and with due regard to financial and economic requirements, and shall provide promptly as needed, the funds, facilities, services and other resources required for the purpose, including adequate budgetary allocations to the Road Maintenance Fund.

SECTION 4.17. The Borrower shall continue to ensure that the dimensions and axle loads of vehicles using its roads shall be consistent with the structural and geometric design standards of these roads. To that end, the Borrower shall install and operate an effective axle load control system and enforce the prescribed axle load regulations.

SECTION 4.18. The Borrower shall take all necessary action for the protection of the environment and to ensure that the Project is carried out and operated in accordance with ecological and environmental practices appropriate to its sites and conditions, take the necessary measures to mitigate any adverse effects the Project may have on the environment. To that end, the Borrower shall endeavour to replant an equivalent number of trees to those which shall be removed as result of construction works on the site of the Project.

SECTION 4.19. The Borrower shall cause RTDA to operate and maintain the Project, and operate and maintain structures and other works and

facilities not included in the Project but necessary for the proper and efficient operation thereof, in accordance with sound engineering, financial and administrative practices.

SECTION 4.20. The Borrower shall ensure that the RTDA, or any successor entity acceptable to the Fund, will continue to function at all times under rules and regulations and have such powers, management and administration as are necessary for the diligent and efficient carrying out and operation of the Project.

The Borrower shall in the spirit of good cooperation prevailing between the two parties inform the Fund of any proposed action which would affect the nature or constitution of RTDA, or any successor entity acceptable to the Fund, and shall afford the Fund all reasonable opportunity, in advance of taking such action, to exchange views with the Borrower with respect thereto.

SECTION 4.21. It is the mutual intention of the Borrower and the Fund that no other external debt shall enjoy any priority over the Loan by way of a lien hereafter created on governmental assets. To that end, the Borrower undertakes that, except as the Fund shall otherwise agree, if any lien shall be created on any assets of the Borrower as security for an external debt, such lien will ipso facto equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan, and that in the creation of any such lien express provision will be made to that effect; provided, however, that the foregoing provisions of this Section shall not apply to:

- (i) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property;
- (ii) any lien on commercial goods to secure a debt maturing not more than one year after the date on which it is originally incurred and to be paid out of the proceeds of the sale of such commercial goods; or
- (iii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

The term 'assets of the Borrower' as used in this Section includes assets of the Borrower or of any of its political subdivisions or of any entity owned or controlled by the Borrower or by any such political subdivisions, including the Central Bank of the Borrower or any other institution performing the functions of a Central Bank and the term lien includes mortgages, pledges, charges, privileges and priorities of any kind.

SECTION 4.22. The principal of, and interest on the Loan and all other charges shall be paid without deduction for, and free from any tax in force or charges under the laws of the Borrower or laws in effect in its territories whether at present or in the future.

SECTION 4.23. This Agreement shall be free from any taxes, imposts, levies, fees and dues of any nature imposed under the laws of the Borrower or laws in

effect in its territories, whether at present or in the future, on or in connection with the execution, issuance, delivery or registration thereof and the Borrower shall pay or cause to be paid all such taxes, imposts, levies and dues, if any, imposed under the laws of the country or countries in whose currency the Loan may be repaid.

SECTION 4.24. The principal of, and interest and other charges on, the Loan shall be paid free from all restrictions including exchange restrictions imposed under the laws of the Borrower or laws in effect in its territories.

SECTION 4.25. All Fund documents, records, correspondence and similar material shall be considered by the Borrower as confidential matters and the Borrower shall accord the Fund in respect thereof full immunity from censorship and inspection.

SECTION 4.26. All Fund assets and income shall be exonerated from nationalization, confiscation and seizure.

ARTICLE V

Cancellation and Suspension

SECTION 5.01. The Borrower may by notice to the Fund cancel any amount of the Loan which the Borrower shall not have withdrawn prior to the giving of such notice, except that the Borrower may not so cancel any amount of the Loan in respect of which the Fund shall have entered into a special commitment pursuant to Section 3.02 of this Agreement.

SECTION 5.02. If any of the following events shall have happened and be continuing, the Fund may by notice to the Borrower suspend in whole or in part the right of the Borrower to make withdrawals from the Loan:

- (a) A default shall have occurred in the payment of principal or interest or any other payment required under this Agreement or any other loan agreement between the Borrower and the Fund;
- (b) A default shall have occurred in the performance of any other covenant or agreement on the part of the Borrower under this Agreement;
- (c) The Fund shall have suspended in whole or in part the right of the Borrower to make withdrawals under any other loan agreement between the Borrower and the Fund because of a default on the part of the Borrower;
- (d) An extraordinary situation shall have arisen which shall make it improbable that the Borrower will be able to perform its obligations under this Agreement.

Any event occurring after the date of this Agreement and prior to the effective date which would have entitled the Fund to suspend the Borrower's right to make withdrawals if this Agreement had been effective on the date such event occurred, will entitle the Fund to suspend withdrawals under the Loan exactly as if it had occurred after the effective date.

The right of the Borrower to make withdrawals under the Loan shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist or until the Fund shall have notified the Borrower that the right to make withdrawals has been restored; provided, however, that in the case of any such notice of restoration the right to make withdrawals shall be restored only to the extent and subject to the conditions specified in such notice, and no such notice shall affect or impair any right, power or remedy of the Fund in respect of any other subsequent event described in this Section.

SECTION 5.03. If any event specified in paragraph (a) of Section 5.02 shall occur and shall continue for a period of thirty days after notice thereof shall have been given by the Fund to the Borrower, or if any event specified in paragraphs (b), (c) and (d) of Section 5.02 shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Fund to the Borrower, then at any subsequent time during the continuance thereof, the Fund at its option, may declare the principal and any accrued interest of the Loan to be due and payable immediately, and upon any such declaration such principal shall become due and payable immediately, anything in this Agreement to the contrary notwithstanding.

SECTION 5.04. If (a) the right of the Borrower to make withdrawals from the Loan shall have been suspended with respect to any amount of the Loan for a continuous period of thirty days, or (b) the date specified in Section 3.09 as the Closing Date an amount of the Loan shall remain unwithdrawn, the Fund may by notice to the Borrower terminate the right of the Borrower to make withdrawals with respect to such amount. Upon the giving of such notice such amount of the Loan shall be cancelled.

SECTION 5.05. No cancellation or suspension by the Fund shall apply to amounts subject to any special irrevocable commitment entered into by the Fund pursuant to Section 3.02 except as expressly provided in such commitment.

SECTION 5.06. Except as the Fund may otherwise agree any cancellation shall be applied *pro rata* to the several installments of the principal amount of the Loan maturing after the date of such cancellation.

SECTION 5.07. Notwithstanding any cancellation or suspension, all the provisions of this Agreement shall be continued in full force and effect except as in this Article specifically provided.

ARTICLE VI**Enforceability of this Agreement;
Failure to Exercise Rights; Arbitration**

SECTION 6.01. The rights and obligations of the Fund and the Borrower under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding any local law to the contrary. Neither the Borrower nor the Fund shall be entitled under any circumstances to assert any claim that any provision of this Agreement is invalid or unenforceable for any reason.

SECTION 6.02. No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Agreement upon any default shall impair any such right, power or remedy, or be construed to be a waiver thereof or an acquiescence in such default, nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

SECTION 6.03. Any controversy between the parties to this Agreement and any claim by either party against the other arising out of this Agreement shall be determined by agreement of the parties, and failing such agreement the controversy or claim shall be submitted to arbitration by an Arbitral Tribunal as provided in the following Section.

SECTION 6.04. The Arbitral Tribunal shall consist of three arbitrators appointed as follows: one arbitrator shall be appointed by the Borrower; the second arbitrator shall be appointed by the Fund; and the third arbitrator (hereinafter sometime called the Umpire) shall be appointed by agreement of the parties. In case any arbitrator appointed in accordance with this Section shall resign, die or become unable to act, a successor arbitrator shall be appointed in the same manner as hereinbefore prescribed for the appointment of the original arbitrator, and such successor, shall have all the powers and duties of such original arbitrator.

Arbitration proceedings may be instituted under this Section upon notice by either party to the other. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature and extent of the relief sought, and the name of the arbitrator appointed by the party instituting such proceedings.

Within thirty days after the giving of such notice, the other party shall notify the party instituting the proceedings of the name of the arbitrator appointed by such other party and failing this, such arbitrator shall be appointed by the President of the International Court of Justice upon the request of the party instituting the proceedings.

If within sixty days after the giving of the notice instituting the arbitration proceedings the parties shall not have agreed upon the Umpire, either party may request the President of the International Court of Justice to appoint the Umpire.

The Arbitral Tribunal shall convene for the first time at such time and place as shall be fixed by the Umpire. Thereafter, the Arbitral Tribunal shall determine where and when it shall sit.

Subject to the provision of this Section and except as the parties shall otherwise agree, the Arbitral Tribunal shall decide all questions relating to its competence and shall determine its procedure so as to afford a fair hearing to each party and shall determine the matters submitted to it whether both parties appear before it or in default of appearance of either of them. Decisions of the Arbitral Tribunal shall be by majority vote and it shall render its award in writing. Such award shall be signed, at least, by a majority of the members of the Arbitral Tribunal and a signed counterpart thereof shall be transmitted to each party. The award of the Arbitral Tribunal rendered in accordance with the provisions of this Section shall be final and binding upon the parties who shall abide by, and comply with such award.

The parties shall fix the amount of remuneration or fees of the arbitrators and such other persons as shall be required for the conduct of the arbitration proceedings. If the parties shall not agree on such amount before the Arbitral Tribunal shall convene, the Arbitral Tribunal shall fix such amount as shall be reasonable under the circumstances. Each party shall defray its own expenses in the arbitration proceedings. The costs of the Arbitral Tribunal shall be divided between and borne equally by the parties. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.

The Arbitral Tribunal shall apply the principles common under the current laws of the Borrower and the State of Kuwait, as well as the principles of justice.

SECTION 6.05. The provisions for arbitration set forth in the previous Section shall be in lieu of any other procedure for the determination of controversies between the parties to this Agreement and any claim by either party against the other party arising thereunder.

SECTION 6.06. Service of any notice or process in connection with any proceedings under this Article may be made in the manner provided in Section 7.01. The parties to this Agreement may waive any and all other requirements for the service of any such notice or process.

ARTICLE VII

Miscellaneous Provisions

SECTION 7.01. Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Except as otherwise provided in Section 8.03, such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail or facsimile to the party to which it is required or permitted to be given or made at such party's address specified in this Agreement, or at such other address as such party shall have designated by notice to the party giving such notice or making such request.

SECTION 7.02. The Borrower shall furnish to the Fund sufficient evidence of the authority of the person or persons who will sign the applications provided for in Article III or who will, on behalf of the Borrower, take any other action or execute any other documents required or permitted to be taken or executed by the Borrower under this Agreement, and the authenticated specimen signature of each such person.

SECTION 7.03. Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Agreement on behalf of the Borrower may be taken or executed by the Minister of Finance and Economic Planning of the Borrower or any person thereunto authorized in writing by the Minister. Any modification or amplification of the provisions of this Agreement may be agreed to on behalf of the Borrower by written instrument executed on behalf of the Borrower by his aforementioned representative or any person thereunto authorized in writing by the Minister; provided that, in the opinion of such representative, such modification or amplification is reasonable in the circumstances and will not substantially increase the obligations of the Borrower under this Agreement. The Fund may accept the execution by such representative or other person of any such instrument as conclusive evidence that in the opinion of such representative any modification or amplification of the provisions of this Agreement effected by such instrument is reasonable in the circumstances and will not substantially increase the obligations of the Borrower thereunder.

ARTICLE VIII

Effective Date; Termination

SECTION 8.01. This Agreement shall not become effective until evidence satisfactory to the Fund shall have been furnished to the Fund that the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized or ratified by all necessary governmental action.

SECTION 8.02. As part of the evidence to be furnished pursuant to Section 8.01, the Borrower shall furnish to the Fund an opinion or opinions of competent authority showing that this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and constitutes a valid and binding obligation upon the Borrower in accordance with its terms.

SECTION 8.03. Except as shall be otherwise agreed by the Fund and the Borrower, this Agreement shall come into force and effect on the date upon which the Fund dispatches by facsimile to the Borrower notice of its acceptance of the evidence required by Section 8.01.

SECTION 8.04. If all acts required to be performed pursuant to Section 8.01 shall not have been performed before ninety days after the signature of this Agreement or such other date as shall be agreed upon by the Fund and the Borrower, the Fund may at any time thereafter at its option terminate this Agreement

by notice to the Borrower. Upon the giving of such notice this Agreement and all obligations of the parties thereunder shall forthwith terminate.

SECTION 8.05. If and when the entire principal amount of the Loan and all interest and other charges, which shall have accrued, on the Loan shall have been paid, this Agreement and all obligations of the parties thereunder shall forthwith terminate.

ARTICLE IX

Definitions

SECTION 9.01. Except where the context otherwise requires, the following terms have the following meanings wherever used in this Agreement or any schedule hereto:

- (1) The term 'Project' means the project for which the Loan is provided, as described in Schedule 2 to this Agreement and as the description thereof shall be amended from time to time by agreement between the Fund and the Borrower.
- (2) The term 'goods' means equipment, supplies and services which are required for the Project. Wherever reference is made to the cost of any goods, such cost shall be deemed to include the cost of importing such goods into the territories of the Borrower.
- (3) The term 'RTDA' means Rwanda Transport Development Agency, which has been established by Law No. 2/2010 of 20/01/2010 as its amendment by Law No. 29/2014 of 14/08/2014 and operating under the Borrower's Presidential Order No. 053/01 of 02/08/2023 governing RTDA.

The following addresses are specified for the purposes of Section 7.01:

For the Borrower:

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

Alternative address for cables and telexes:

FACSIMILES

+ (250) 252 57 – 7581

E-MAIL

info@mineconfin.gov.rw

For the Fund:

Kuwait Fund for Arab Economic Development
P.O. Box 2921, Safat
Kuwait. - 13030

UWA

**SIGN
HERE**

ECONOMIC DEVELOPMENT

الصندوق الكويتي للتنمية الاقتصادية العربية

Alternative address for facsimiles:



FACSIMILES

+ 965-22999190
+ 965-22999091

E-MAIL

operations@kuwait-fund.org

IN WITNESSETH WHEREOF the parties hereto acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names and delivered in Nairobi, Kenya during the Annual Meeting of the African Development Bank group, in two copies, each considered an original and both to the same and one effect, as of the day and year first above written.

Republic of Rwanda

Kuwait Fund for Arab
Economic Development

By

(Authorized Representative)

By

(Authorized Representative)

SCHEDULE 1**Repayment Provisions**

The amount of principal withdrawn from the Loan shall be repaid in forty (40) semiannual installments, the amount and order of sequence of each being as set forth in the attached schedule. The first of these installments shall be due on the first date on which any interest or other charges on the loan shall fall due, in accordance with the provisions of the Loan Agreement, after the elapse of a grace period of five (5) years, commencing from the date on which the Fund pays, any amount from the loan pursuant to the first withdrawal application made by the Borrower or the date on which the Fund issues an undertaking pursuant to Section 3.02 of the Loan Agreement, in case the first withdrawal application requests the issue of such undertaking, whichever is earlier of the two dates. The remaining installments for the repayment of the principal shall be due consecutively, every six months, after the date on which the first installment falls due.

ANNEX TO SCHEDULE 1
AMORTIZATION SCHEDULE

No.	Date Payment Due	Payment of Principal (Expressed in Kuwaiti Dinars)
1		150,000
2		150,000
3		150,000
4		150,000
5		150,000
6		150,000
7		150,000
8		150,000
9		150,000
10		150,000
11		150,000
12		150,000
13		150,000
14		150,000
15		150,000
16		150,000
17		150,000
18		150,000
19		150,000
20		150,000
21		150,000
22		150,000
23		150,000
24		150,000
25		150,000
26		150,000
27		150,000
28		150,000
29		150,000
30		150,000
31		150,000
32		150,000
33		150,000
34		150,000
35		150,000
36		150,000
37		150,000
38		150,000
39		150,000
40		150,000
 Total		6,000,000

SCHEDULE 2**DESCRIPTION OF THE PROJECT**

The Muhanga–Nyange Road Project aims at supporting the economic and social development of the Republic of Rwanda by providing reliable year-round land transportation in a tropical region, which is a section of the Muhanga – Nyange – Rambura – Rubengera National Road 15 (NR15) that connects the Southern and Western Provinces with the capital city of Kigali through NR1. The road section starts at Muhanga, which is approximately 48 km south-west of the capital, and extends 24 km in a westerly direction to Nyange.

The rehabilitation and widening of Road Project are expected to reduce transport cost and travel time for goods and people, in addition to improved traffic safety for all users. The Project will improve accessibility to places of work and to administrative and social services for the inhabitants of towns and settlements located along the path of the Road. The completion of NR15 development will enhance connectivity and transit transport with the Democratic Republic of Congo through the border point located near the southern end of Lake Kivu. The Road Project is also expected to promote business opportunities and investments in agriculture, mining, light industries, services including tourism and trade. The enhanced economic activities are expected to create job opportunities for all in this part of the country.

The existing road of 6-meter width require additional land to widen the carriageway to 7.4 meters with 1.5-meter shoulders on both sides. The road works include installation of retaining walls and culverts of appropriate shapes and dimensions in 52 locations. The works also include the widening of the existing which is 120 meters Nyabarongo bridge. The road is designed for 10-ton axle load and will be covered using asphaltic concrete. The works include road furnishings, markings, signage, and lighting to enhance driving safety.

The Project is composed of the following main components:

1. Road civil works.
2. Consulting services that include review of the detailed design, traffic safety audit, preparation of tender documents and implementation supervision.
3. Land acquisition and affected people compensations.

The Project implementation period is estimated to be 4 years and is expected to be completed by the end of 2029.

Side Letter No. 1

REPUBLIC OF RWANDA

Date: 30.15.2024

Kuwait Fund for Arab Economic Development
P.O. Box 2921, Safat
Kuwait, 13030

Dear Sirs:

**Subject: List of Goods to be financed from the Loan –
Methods and Procedure for Procurement.**

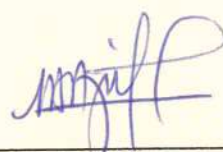
1. With reference to Section 3.06 and 4.07 of the Loan Agreement signed today between us for financing of the Muhanga – Rubengera Road Project (Muhanga – Nyange Section), we attached herewith a List of Goods showing the items to be financed by the Loan and the allocation for each item and percentage of expenditure thereon to be so financed. We agree that if the Kuwait Fund for Arab Economic Development (the Fund) finds that the allocation for any item is insufficient to finance the percentage specified in the said List of Goods out of the expected cost of such item, it may take any of the following measures to:
 - (a) allocate for that item, within the limit of the amount necessary to cover the shortfall in financing on the bases of the specified percentage, an additional amount against the allocation for contingency in the List of Goods or against the allocation for any other item if the Fund considers that there is a surplus in that allocation.
 - (b) reduce the percentage to be financed from the Loan out of the total cost of the particular item, if the additional allocation for that item, in accordance with the foregoing, is insufficient to cover the shortfall referred to above, or if the Fund is of the opinion that it is not possible to allocate any additional amount from the Loan for that item, so that as a consequence of such reduction withdrawals from the Loan will continue for financing the cost of the goods, works or services included in that item until the total cost thereof is covered in full.
2. We confirm that the proceeds of the Loan shall not be used for the payment of any taxes or duties imposed under the laws in force in the Republic of Rwanda.
3. Unless otherwise agreed by the Fund, the consulting services required for the Project will be procured in accordance with the following procedures: A short list of the consulting firms to be invited to submit proposals will be prepared in

- agreement with the Fund. Notice of expression of interest to Kuwaiti consultants shall be mutually agreed upon with Fund prior to publishing it in the Fund's website. We shall then draw the list of qualified consultants, thus obtained, which will consist of 6-8 Kuwaiti consultants. The said list will then associate with prequalified Rwandan consulting firms. Invitation of the short listed consultants to tender will be made on the basis of such terms of reference as will be agreed with the Fund. The letter of invitation will require the consultants to submit their technical and financial proposals in separate envelopes and to furnish copies thereof to the Fund. We shall open and evaluate the technical proposals first and submit the evaluation report thereof to the Fund for review and approval. Financial proposals of technically qualified consultants shall be opened to make a combined evaluation of the technical and financial aspects of their proposals. The evaluation in each stage will be made in accordance with criteria agreed in advance with the Fund, and following completion of the evaluation, we shall furnish you with a report thereon together with the proposed selected consultant for your approval. In order that any consulting firm may be eligible for short listing as a Kuwaiti or Rwandan, such firm must be beneficially owned to the extent of at least 50% by Kuwaiti or Rwandan citizens respectively.
4. As regards contracts for the execution of civil works, unless otherwise agreed with the Fund, will be procured through international competitive bidding in pursuance to the Fund's procurement procedures. Terms of reference that shall be included in the notice for prospective bidders shall be mutually agreed upon with Fund prior to publishing it in the Fund's website, as well as publicizing it locally. A report on the evaluation of bidders' qualifications will be prepared. This will be followed by opening of the technical offers followed with the opening of financial offers of technically qualified bidders. A report on the evaluation of the offers thereof will be prepared and submitted to the Fund, together with the recommendation, for award for review and approval by the Fund.
 5. As regards the application of Section 4.07 referred to above and the procurement of all items to be financed from the Loan, we shall furnish to you the procedure for inviting bids as well as the draft tender documents for the procurement of such goods and works for review and approval and shall make such reasonable alterations as may be requested by you in such documents or in the bidding procedures. We shall furnish, or cause to be furnished, to you a detailed report on the evaluation of bids in each case, together with the recommendation for award, for review and approval. In the event it is necessary to conduct negotiations with the selected bidder, we shall furnish, or cause to be furnished, to you the final draft contract emerging from such negotiations for approval by you.

6. Following signature of any contract to be financed from the Loan, we shall furnish, or cause to be furnished, to you an original or conformed and certified copy of such contract for your records and for the purpose of disbursements from the Loan. Any material amendment proposed to be made in any contract, which has been approved by you, will be presented to you for approval.
7. We understand that if we exercise, in accordance with Section 3.02 of the Loan Agreement, the option of requesting the Fund to issue any special commitment in connection with the confirmation of any documentary letter of credit for meeting expenditures on the Project, such request will be made on the basis that the special commitment of the Fund is to be made to a Kuwaiti Bank operating in Kuwait or overseas.

Please indicate your agreement to the foregoing and to the attached "List of Goods" by signing the form of confirmation on the enclosed copy with this letter and returning it to us.

Republic of Rwanda

By: 
(Authorized Representative)

Confirmed:

Kuwait Fund for Arab
Economic Development

By: 
(Authorized Representative)

LIST OF GOODS

No.	Item	Amount Allocated (expressed in Kuwaiti Dinars)	Percentage of Total Cost of Item
1.	Civil Engineering Works	5,500,000	85%
2.	Consultancy Services	350,000	100%
3.	Contingencies	150,000	
Total		6,000,000	

[Handwritten signature]

[Handwritten signature]



KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT

القصد وة الكويتي للتعمية الاقتصادية العربية

Side Letter No. 2

REPUBLIC OF RWANDA

Date: .../.../2024

Kuwait Fund for Arab Economic Development
P.O. Box 2921, Safat
Kuwait, 13030

Dear Sirs:

Reference is made to the Loan Agreement of even date herewith signed between us for the financing of the Muhanga – Rubengera Road Project (Muhanga – Nyange Section). We confirm that we have been duly informed that in accordance with the regulations in force in the State of Kuwait, the use of public funds in connection with transactions involving any firm or entity subject to boycott under these regulations is prohibited.

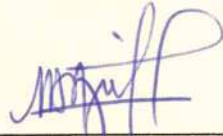
We therefore undertake that the proceeds of the above-mentioned Loan will not be used in any manner to finance directly or indirectly the production, manufacture, goods or services produced or supplied by any country, firm or entity subject to boycott under the regulations in force in the State of Kuwait.

Please confirm your acceptance of the assurance given above by signing the attached copy of this letter and returning it to us.

**SIGN
HERE**



Republic of Rwanda

By: 
(Authorized Representative)

Confirmed:

Kuwait Fund for Arab
Economic Development

By: 
(Authorized Representative)

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 068/2024 ryo ku wa 26/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cya Koweti gitsura Amajyambere y'Ubukungu mu bihugu by'Abarabu, yerekeranye n'inguzanyo ya miliyoni esheshatu z'amadinari ya koweti (6.000.000 K.D), igenewe umushinga w'umuhanda Muhanga-Rubengera, yashyiriweho umukono i Nairobi muri Kenya, ku wa 30 Gicurasi 2024	Seen to be annexed to Law n° 068/2024 of 26/06/2024 approving the ratification of the Loan Agreement between the Republic of Rwanda and the Kuwait Fund for Arab Economic Development, relating to the loan of six million Kuwaiti Dinars (K.D 6,000,000) for Muhanga-Rubengera road project, signed in Nairobi, Kenya, on 30 May, 2024	Vu pour être annexé à la Loi n° 068/2024 du 26/06/2024 approuvant la ratification de l'Accord de prêt entre la République du Rwanda et le Fonds Koweitien pour le Développement Economique Arabe, relatif au prêt de six millions de Dinars Koweitiens (6.000.000 K.D) pour le projet de route Muhanga-Rubengera, signé à Nairobi, Kenya, le 30 mai 2024
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Kigali, 26/06/2024

(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° 069/2024 RYO KU WA 26/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI YA AZIYA ISHINZWE GUTERA INKUNGA ISHORAMARI RIGAMIJE IBIKORWAREMEZO, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO CYENDA N'EBYIRI N'IBIHUMBI MAGANA ATATU Z'AMAYERO (92.300.000 EUR) IGENEWE UMUSHINGA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 GICURASI 2024	LAW N° 069/2024 OF 26/06/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE ASIAN INFRASTRUCTURE INVESTMENT BANK, RELATING TO THE LOAN OF NINETY-TWO MILLION THREE HUNDRED THOUSAND EUROS (EUR 92,300,000) FOR ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION PROJECT, SIGNED IN KIGALI, RWANDA ON 07 MAY 2024	LOI N° 069/2024 DU 26/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE ASIATIQUE D'INVESTISSEMENT DANS LES INFRASTRUCTURES, RELATIF AU PRÊT DE QUATRE-VINGT-DOUZE MILLIONS TROIS CENTS MILLE EUROS (92.300.000 EUR) POUR LE PROJET D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE, SIGNÉ À KIGALI, RWANDA LE 07 MAI 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	<u>TABLE OF CONTENTS</u> <u>Article One:</u> Approval for ratification <u>Article 2:</u> Language provision <u>Article 3:</u> Entry into force	<u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Approbation pour ratification <u>Article 2:</u> Disposition linguistique <u>Article 3:</u> Entrée en vigueur

ITEGEKO N° 069/2024 RYO KU WA 26/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI YA AZIYA ISHINZWE GUTERA INKUNGA ISHORAMARI RIGAMIJE IBIKORWAREMEZO, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO CYENDA N'EYIRI N'IBIHUMBI MAGANA ATATU Z'AMAYERO (92.300.000 EUR) IGENEWE UMUSHINGA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 GICURASI 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA INTEKO ISHINGA AMATEGEKO:	LAW N° 069/2024 OF 26/06/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE ASIAN INFRASTRUCTURE INVESTMENT BANK, RELATING TO THE LOAN OF NINETY-TWO MILLION THREE HUNDRED THOUSAND EUROS (EUR 92,300,000) FOR ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION PROJECT, SIGNED IN KIGALI, RWANDA ON 07 MAY 2024 We, KAGAME Paul, President of the Republic; THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA THE PARLIAMENT:	LOI N° 069/2024 DU 26/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE ASIATIQUE D'INVESTISSEMENT DANS LES INFRASTRUCTURES, RELATIF AU PRÊT DE QUATRE-VINGT-DOUZE MILLIONS TROIS CENTS MILLE EUROS (92.300.000 EUR) POUR LE PROJET D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE, SIGNÉ À KIGALI, RWANDA LE 07 MAI 2024 Nous, KAGAME Paul, Président de la République; LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA LE PARLEMENT:
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Umutwe w'Abadepite, mu nama yawo yo ku wa 07 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 Repubulika y'u Rwanda na Banki ya Aziya ishinzwe gutera inkunga ishoramari rigamije ibikorwaremezo, yerekeranye n'inguzanyo ya miliyoni mirongo cyenda n'ebyiri n'ibihumbi magana atatu z'Amayero (92.300.000 EUR) igenewe umushinga wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije, yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Gicurasi 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera Kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki ya Aziya ishinzwe gutera inkunga ishoramari rigamije ibikorwaremezo, yerekeranye n'inguzanyo ya miliyoni mirongo cyenda n'ebyiri n'ibihumbi magana atatu z'Amayero (92.300.000 EUR) igenewe umushinga	The Chamber of Deputies, in its sitting of 07 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 Republic of Rwanda and the Asian Infrastructure Investment Bank, relating to the loan of ninety-two million three hundred thousand euros (EUR 92,300,000) for accelerating sustainable and clean energy access transformation project, signed in Kigali, Rwanda on 07 May 2024; ADOPTS: <u>Article one:</u> Approval for ratification The Loan Agreement between the Republic of Rwanda and the Asian Infrastructure Investment Bank, relating to the loan of ninety-two million three hundred thousand euros (EUR 92,300,000) for accelerating sustainable and clean energy access transformation project, signed in Kigali,	La Chambre des Députés, en sa séance du 07 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 la République du Rwanda et la Banque Asiatique d'investissement pour les infrastructures, relatif au prêt de quatre-vingt-douze millions trois cents mille euros (92.300.000 EUR) pour le projet d'accélération de la transformation d'accès à l'Energie durable et propre, signé à Kigali, Rwanda le 07 mai 2024; ADOpte: <u>Article premier:</u> Approbation pour ratification L'Accord de financement entre la République du Rwanda et la Banque Asiatique d'investissement pour les infrastructures, relatif au prêt de quatre-vingt-douze millions trois cents mille euros (92.300.000 EUR) pour le projet d'accélération de la transformation
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wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije, yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Gicurasi 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.	Rwanda on 07 May 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'accès à l'Energie durable et propre, en annexe, signé à Kigali, Rwanda le 07 mai 2024, est approuvé pour ratification. <u>Article 2: Disposition linguistique</u> La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda. <u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/06/2024

(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° 069/2024 RYO KU WA 26/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI YA AZIYA ISHINZWE GUTERA INKUNGA ISHORAMARI RIGAMIJE IBIKORWAREMEZO, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO CYENDA N'EBYIRI N'IBIHUMBI MAGANA ATATU Z'AMAYERO (92.300.000 EUR) IGENEWE UMUSHINGA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 GICURASI 2024	ANNEX TO LAW N° 069/2024 OF 26/06/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE ASIAN INFRASTRUCTURE INVESTMENT BANK, RELATING TO THE LOAN OF NINETY-TWO MILLION THREE HUNDRED THOUSAND EUROS (EUR 92,300,000) FOR ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION PROJECT, SIGNED IN KIGALI, RWANDA ON 07 MAY 2024	ANNEXE À LA LOI N° 069/2024 DU 26/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE ASIATIQUE D'INVESTISSEMENT DANS LES INFRASTRUCTURES, RELATIF AU PRÊT DE QUATRE-VINGT-DOUZE MILLIONS TROIS CENTS MILLE EUROS (92.300.000 EUR) POUR LE PROJET D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE, SIGNÉ À KIGALI, RWANDA LE 07 MAI 2024
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AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI YA AZIYA ISHINZWE GUTERA INKUNGA ISHORAMARI RIGAMIJE IBIKORWAREMEZO, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO CYENDA N'EBYIRI N'IBIHUMBI MAGANA ATATU Z'AMAYERO (92.300.000 EUR) IGENEWE UMUSHINGA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 GICURASI 2024	LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE ASIAN INFRASTRUCTURE INVESTMENT BANK, RELATING TO THE LOAN OF NINETY-TWO MILLION THREE HUNDRED THOUSAND EUROS (EUR 92,300,000) FOR ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION PROJECT, SIGNED IN KIGALI, RWANDA ON 07 MAY 2024	ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE ASIATIQUE D'INVESTISSEMENT DANS LES INFRASTRUCTURES, RELATIF AU PRÊT DE QUATRE-VINGT-DOUZE MILLIONS TROIS CENTS MILLE EUROS (92.300.000 EUR) POUR LE PROJET D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE, SIGNÉ À KIGALI, RWANDA LE 07 MAI 2024
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*OFFICIAL USE ONLY

LOAN NUMBER L0756A

Loan Agreement

(Accelerating Sustainable and Clean Energy Access Transformation (ASCENT)
Project)

between

REPUBLIC OF RWANDA

and

ASIAN INFRASTRUCTURE INVESTMENT BANK

Dated *May 7*, 2024

LOAN AGREEMENT

Agreement dated May 7, 2024 ("Loan Agreement"), between REPUBLIC OF RWANDA ("Borrower") and ASIAN INFRASTRUCTURE INVESTMENT BANK ("Bank").

WHEREAS:

- (A) the Borrower, having satisfied itself as to the feasibility and priority of the Project (as hereinafter defined), has requested the Bank to assist in the financing of the Project;
- (B) by a separate loan agreement entered into between the Borrower and the Co-financier ("Co-financing Agreement"), the Co-financier has agreed to provide to the Borrower a loan in an amount of three hundred million Dollars (\$300,000,000), to finance parts of the Project; and
- (C) the Bank has agreed, on the basis, *inter alia*, of the foregoing, to extend the Loan provided for in Article II of this Loan Agreement to the Borrower upon the terms and conditions set forth in this Loan Agreement.

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

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II - LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Loan Agreement, the amount of ninety-two three hundred million Euros (€92,300,000), ("Loan"), to assist in financing the project described in Schedule 1 to this Loan Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Loan Agreement.

- 2.03. The Front-end Fee payable by the Borrower shall be equal to one-quarter of one percent (0.25%) of the Loan amount. The Borrower shall pay the front-end Fee not later than 60 days after the Effective Date.
- 2.04. The Commitment Fee payable by the Borrower shall be equal to one-quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest payable by the Borrower for each Interest Period shall be the Reference Rate plus the Variable Spread or such rate as may apply following an Interest Rate Conversion.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Loan Agreement.

ARTICLE III - PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall (A) cause Parts 1, 2, 3(e), and 4(a) of the Project (collectively, "EDCL's Respective Part of the Project") to be carried out by EDCL and (B) cause Parts 3(a), 3(b), 3(c), 3(d) and 4(b) of the Project (collectively, "BRD's Respective Part of the Project") to be carried out by BRD, all in accordance with the provisions of Article V of the General Conditions and with the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Loan Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Loan Agreement.

ARTICLE IV - REMEDIES OF THE BANK

- 4.01. The Additional Events of Suspension consists of the following:
 - (a) the EDCL's Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of EDCL to perform any of its obligations under the Project Agreement;
 - (b) the BRD's Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of BRD to perform any of its obligations under the Project Agreement;
 - (c) the Borrower or each of the Project Implementing Entities have failed to perform any of its respective obligations under the Subsidiary Agreement;
 - (d) any event of suspension has occurred under the Co-financing Agreement and is continuing; and
 - (e) the Project Co-financiers' Agreement has been terminated.

4.02. The Additional Event of Acceleration consist of the following:

- (a) any event specified in Section 4.01 (a), (b), or (e) of this Loan Agreement occurs; and
- (b) any event specified in Section 4.01 (c), or (d) of this Loan Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V - EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consists of the following:

- (a) each of the Subsidiary Agreement has been executed on behalf of the Borrower and the Project Implementing Entities, and all conditions precedent to its effectiveness have been fulfilled;
- (b) the Project Operations Manual has been prepared and adopted by the Borrower and each of the Project Implementing Entities in accordance with Section I of Schedule 2 to this Loan Agreement;
- (c) the Co-financing Agreement has been executed on behalf of the Co-financier and the Borrower, and all conditions precedent to its effectiveness (other than the effectiveness of this Loan Agreement) have been fulfilled;
- (d) The Project Co-financiers' Agreement has been executed on behalf of the Bank and the Co-financier, and all conditions precedent to its effectiveness (except for the effectiveness of this Loan Agreement) have been satisfied; and
- (e) the Borrower has caused the Project Implementing Entities to prepare, consult upon, disclose, and adopt: (i) the Environmental and Social Management Framework (ESMF) consistent with the national legislation and the Co-financier's ESS1, including GBV/SEA/H Action Plan consistent with the national legislation and the Co-financier's ESS4, (ii) the Labor Management Procedures (LMP) consistent with the national legislation and the Co-financier's ESS2, (iii) the Resettlement Policy Framework (RPF) consistent with the national legislation and the Co-financier's ESS5, all as set forth in the ESCP, and in form and substance satisfactory to the Bank.

5.02. The Additional Legal Matter consists of the following:

- (a) Each of the Subsidiary Agreements has been duly authorized or ratified by the Borrower and the Project Implementing Entities and is legally binding upon the Borrower and the Project Implementing Entities in accordance with its terms.

5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Loan Agreement.

ARTICLE VI - REPRESENTATIVE; ADDRESSES

6.01 The Borrower's representative designated for purposes of Section 10.02 of the General Conditions is the Borrower's minister responsible for finance.

6.02. The Borrower's address for purposes of Section 10.01 of the General Conditions is:

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

Facsimile: +250 25 257 5756

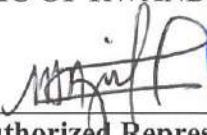
6.03. The Bank's Address is:

Asian Infrastructure Investment Bank
AIIB Headquarters, Tower A, Asia Financial Center
No. 1 Tianchen East Road, Chaoyang District, Beijing 100101
People's Republic of China

Facsimile: +86-10-8358-0002

AGREED as of the day and year first above written.

REPUBLIC OF RWANDA

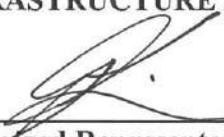
By 
Authorized Representative



Name: UZZIEL NDAGIJIMANA

Title: Minister of finance & Economic Planning

ASIAN INFRASTRUCTURE INVESTMENT BANK

By 
Authorized Representative

Name: Gregory Liu

Title: Director General, Infrastructure
Investment Department Region 2

SCHEDULE 1

Project Description

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

The Project consists of the following parts:

Part 1. Increasing Access to Grid Electricity

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

Part 2. Enhancing the Reliability of Electricity Service

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

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

(a) Increasing access to off-grid electricity through Results-based Financing Facility to Off-grid Solar Companies (“RBF-OSC Facility”), and the provision of results-based partial grants (“OSC Grants”) to eligible OSCs to facilitate the sale of solar systems and related after sale services to qualifying households and micro-enterprises, including associated incremental Operating Costs for management of the RBF-OSC Facility;

(b) Increasing access to clean cooking solutions, through Results-based Financing Facility for Clean Cooking Solutions (“RBF-CCS Facility”), and the provision of results-based partial grants (“CCS Grants”) to eligible enterprises to facilitate the sale of eligible cooking technologies and products to qualifying households, including associated incremental Operating Costs for management of the RBF-CCS Facility;

(c) Increasing access to technologies for productive uses of energy, through Results Based Financing Facility for Productive Uses of Energy (“RBF-PUE Facility”), and the provision of *results*-based partial grants (“PUE Grants”) to eligible enterprises to increase affordability of PUE technologies, including associated incremental operating costs for management of the RBF-PUE Facility;

(d) Provision of a revolving line of credit (“Line of Credit” or “LOC”) to BRD for retail lending to MSMEs, and eligible financial institutions (“Participating Financial Institutions” or “PFIs”) (“Sub-financing”) for further on-lending to eligible MSMEs (“Sub-loans”) engaged in off-grid electrification, clean cooking technology and productive uses of energy; and

(e) Increasing access to clean cooking, and promoting efficient and clean cooking solutions, and modern cooking technologies to public schools and other public institutions, through the provision of works, technical advisory services, and acquisition of goods.

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

(a) Strengthening the capacity of EDCL for Project management, implementation, and coordination, including: (1) provision of technical assistance to conduct studies on energy efficiency and productive uses of energy, and additional related studies as may be required; (2) building the capacity for designing and implementing energy sector programs; and (3) enhancing the capacity of the Program Coordination Unit (PCU) for Project implementation, including provision of training to the staff of PCU, facilitating the participation of Sector Working Group secretariat in Project implementation, hiring of required PCU staff, hiring of RBF Facility verification agents, all through the provision of technical advisory services, Training, Operating Costs, and acquisition of goods; and

(b) Strengthening the capacity of BRD’s Single Project Implementation Unit (“BRD Single PIU”) for Project management, implementation and coordination, including (a) provision of technical assistance to conduct awareness raising campaigns and market facilitation for off-grid solar, clean cooking, and productive use of energy technologies adoption, and conducting additional studies that may be required; (b) provision of Training to the staff of the BRD Single PIU, and strengthening the capacity of BRD Single PIU for Project implementation, and support to grievance redress committees, through the provision of technical advisory services and Operating Costs.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. EDCL Program Coordination Unit. The Borrower shall cause EDCL:
 - (a) to maintain a program coordination unit (“EDCL Program Coordination Unit” or “EDCL PCU”), with the responsibility for day-to-day management and implementation of EDCL Respective Parts of the Project, with adequate resources, and staff including Program manager, a project coordinator, a procurement specialist, a financial management specialist, an environmental specialist and a social specialist, a monitoring and evaluation specialist, occupational health and safety specialist, contract management specialist, and a corporate services specialist, all with experience, qualifications, and terms of reference satisfactory to the Bank; and
 - (b) Without limitation to the provisions of sub-paragraph 1(a) immediately above, the EDCL PCU shall be responsible for: (A) coordinating EDCL Respective Parts of the Project, providing technical advice and guidance, developing the Annual Work Plans and Budgets (including annual operational plans) for the project, preparing budgets, periodic progress reports and procurement plans, procurement, financial management, and internal audit under the Project; (B) maintaining a financial management system and preparing financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to EDCL Respective Parts of the Project; (C) having such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank; and (D) preparing and submitting withdrawal application to the Bank, and operating the designated account for the Project, all in accordance with the provisions of this Agreement and EDCL Project Manual.
2. BRD Single Project Implementation Unit. The Borrower shall cause BRD:
 - (a) to maintain a project implementation unit (“BRD Single Project Implementation Unit” or “BRD Single PIU”), with the responsibility for day-to-day management and implementation of BRD Respective Parts of the Project, with adequate resources, and staff including a manager for Parts 3(a), 3(b), 3(c), and 3(d) respectively, a procurement specialist, a financial management specialist, an environmental, and a social specialist, and such technical staff as may be

agreed upon with the Bank, all with experience, qualifications, and terms of reference satisfactory to the Bank; and

- (b) Without limitation to the provisions of sub-paragraph 2(a) immediately above, the BRD Single PIU shall be: (A) coordinating BRD Respective Parts of the Project, providing technical advice and guidance, developing the Annual Work Plans and Budgets (including annual operational plans) for the Project, preparing budgets, periodic progress reports and procurement plans, procurement, financial management, and internal audit under the Project; (B) maintaining a financial management system and preparing financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; (C) having such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank; and (D) preparing and submitting withdrawal application to the Bank, and operating the designated account for the Project, all in accordance with the provisions of this Agreement and BRD Project Manual.

3. Project Steering Committees

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

B. Project Operations Manual (POM)

- 1. The Borrower shall ensure and shall cause the Project Implementing Entities to ensure, that the Project is implemented in accordance with each Project Implementing Entity's Project Manual.
- 2. The EDCL POM, and the BRD POM, shall each include, inter alia, the following provisions: (a) disbursement arrangements, reporting requirements, financial

management procedures and audits; (b) procurement arrangements; (c) institutional administration, coordination and day-to-day execution of activities of the Project; (d) monitoring, evaluation, reporting and communication; (e) Project impact and implementation indicators, including the procedures for monitoring and evaluation of the Project; (f) corruption and fraud prevention measures; (g) roles and responsibilities of various agencies and stakeholders in the implementation of the Project; (h) mechanisms for ensuring close coordination and collaboration between various Project stakeholders, in particular and as applicable, the steering committees, the EDCL PCU, the BRD Single PIU, the technical and management teams within EDCL and the BRD, respectively; (i) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the RBF Facilities and associated grants Under Parts 3(a), 3(b), 3(c) and 3(d) of the Project; (j) personal data collection and processing requirements in accordance with good international practice; (k) environmental and social framework aspects, including a detailed description of the grievance redress mechanism process as well as any process for recording and reporting project-related accidents and incidents; and (l) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

3. The Borrower may, from time to time, as required in light of developments during Project implementation, propose, or cause each of the Project Implementing Entities to together or individually propose, revisions to each of its respective Project Operations Manual, as follows: (a) each proposed revision shall be furnished to the Bank for its review; (b) the Bank shall be afforded a reasonable opportunity to exchange views with the Borrower and the proposing Project Implementing Entity(ies) on the proposed revision; and (c) thereafter such Project Operations Manual shall be updated to incorporate such revisions as shall have been agreed with the Bank. The Project Implementing Entity's(ies') Manual(s), as so revised, shall become effective only after the Bank has agreed to said revisions.
4. In the event of any discrepancy between the Project Operations Manuals and this Loan Agreement, the provisions of this Loan Agreement shall prevail.

C. Annual Work Plans and Budget

1. The Borrower shall cause the EDCL and BRD each, to prepare and furnish to the Bank: (a) not later than May 31 of each calendar year (EDCL), and (b) not later than November 30 of each calendar year (BRD), during the implementation of the Project, a work plan and budget containing all activities proposed to be included in their respective parts of the Project during the following calendar year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor.
2. Each such proposed work plan and budget shall specify any training activities that may be required under the Project, including: (a) the type of training; (b) the purpose of the training; (c) the personnel to be trained; (d) the institution or

individual who will conduct the training; (e) the location and duration of the training; and (f) the cost of the training.

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

D. Subsidiary Agreement

1. To facilitate the carrying out of the Project Implementing Entity’s Respective Parts of the Project, the Borrower shall make the proceeds of the Loan available to each the Project Implementing Entities under a Subsidiary Agreement and under terms and conditions approved by the Bank, which shall include the following:
 - (a) To EDCL’s Respective Parts of the Project, the Borrower shall make part of the proceeds of the Financing allocated from time to time to Categories 1, 2, 5 and 6 of the table set forth in Section IV.A of this Schedule (“EDCL Subsidiary Agreement”), and
 - (b) To BRD’s Respective Parts of the Project, the Borrower shall make part of the proceeds of the Financing allocated from time to time to Categories 3, 4, and 7 of the table set forth in Section IV.A of this Schedule, (“BRD Subsidiary Agreement”).
2. The Borrower shall exercise its rights under each of the Subsidiary Agreements in such manner as to protect the interests of the Borrower and the Bank, and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreements or any of its provisions.

E. Prohibited Practices

1. The Borrower shall ensure and cause the Project Implementing Entities to ensure that the Project is carried out in accordance with (i) the Co-Financier’s Anti-Corruption Guidelines; and (ii) the Bank’s Policy on Prohibited Practices, to the extent that such Prohibited Practices are not covered in the Co-financier’s Anti-Corruption Guidelines.
2. The Borrower acknowledges and agrees that the Bank may give full force and effect to the Bank’s and the Co-financier’s Sanctions List.

F. Sub-projects

RBF Facilities and Associated Grants

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

otherwise agree, the Borrower shall ensure that BRD shall not assign, amend, abrogate, or waive any Sub-financing Agreement or any of its provisions.

Line of Credit under Part 3(d) of the Project

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

The Borrower shall cause the BRD to prepare, and submit to the Borrower and the Bank, an LOC manual (“BRD LOC Manual”), satisfactory to the Bank, and thereafter administer the Sub-financing to MSMEs, and the eligible PFIs in accordance with BRD LOC Manual. Said manual, consisting of: (a) corruption and fraud prevention measures; (b) detailed PFI assessment, and selection/eligibility criteria for such PFI; (c) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the Line of Credit Facility and associated grants under Part 3(d) of the Project; (d) detailed MSME assessment, and selection/eligibility criteria for such MSME; (e) personal data collection and processing requirements in accordance with good international practice; (f) environmental and social framework aspects; and (g) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for management of the Line of Credit.

2. LOC Manager and PFIs and MSME Sub-financing

The Borrower shall ensure that the BRD:

(a) maintains a fund manager (LOC Manager) for the purpose of efficient delivery of the required assessments, activities, and management of the Line of Credit under Part 3(d) of the Project;

(b) (acting directly or through the LOC Manager), shall enter into agreements with each PFI, under terms and conditions which shall have been approved by the Bank including, *inter alia*, the terms and conditions set forth in in this Section F of the Loan Agreement (PFI Funding Agreement);

(c) (acting directly or through the LOC Manager), shall enter into agreements with each MSME, under terms and conditions which shall have been approved by the Bank (MSME Sub-financing Agreement);

(d) (acting through the LOC Manager) shall exercise its rights and carry out its obligations under each PFI Funding Agreement, or MSME Sub-financing Agreement in such manner as to protect its interests, those of the Borrower, and the Bank, and to accomplish the purposes of the Financing; and

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

Terms and Conditions of each PFI Funding Agreement

1. The Borrower shall cause BRD to make each Sub-loan under a Sub-loan Agreement with the respective Beneficiary on terms and conditions approved by the Bank, which shall include the following:

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

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

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

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

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

(b) suspend or terminate the right of the PFI to use the proceeds, Sub-financing, or obtain a refund of all or any part of the amount of the same then withdrawn, upon such PFI's failure to perform any of its obligations, under the pertinent PFI Funding Agreement;

(c) require the PFI to make Sub-loans available to MSME, and to monitor and evaluate the Sub-projects financed under said Sub-loans with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, including in accordance with the provisions of the Co-financier's Anti-Corruption Guidelines and Bank's Prohibited Practices applicable to borrowers of loan proceeds other than the Borrower, and the Environmental and Social Standards; and to provide, promptly as needed, the resources required for the purposes;

(d) require the PFI to maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the Sub-projects financed, and other activities undertaken, under their PFI Funding Agreement in a manner which contributes to the achievement of the objective of the Project;

(e) require the pertinent PFI to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect its operations and resources and expenditures related to the Project; (ii) at the Bank's or the Borrower's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank;

(f) require the pertinent PFI to enable the Borrower and the Bank to inspect any Subproject or other activity financed, PFI Funding Agreement, its operation and any relevant records and documents;

(g) require the pertinent PFI to comply with prudential standards set by the National Bank of Rwanda and such additional standards as may be set forth or referred to in the LOC Manual; and

(h) require the pertinent PFI to permit the Bank to make all financial statements audited pursuant to sub-paragraph (e) above available to the public in accordance with policies as defined in the LOC Manual.

5. The Borrower, through BRD, shall exercise its rights under each Sub-loan Agreement in such manner as to protect the interests of the Borrower and the Bank, and to accomplish the purposes of the Loan. Except as the Bank shall otherwise

agree, the Borrower shall not assign, amend, abrogate or waive its rights or obligations under any Sub-loan Agreement or any of its provisions.

G. Environmental and Social Requirements

1. The Borrower shall ensure that the Project is carried out in accordance with the Co-financier's Environmental and Social Framework (ESF), and more particularly, in accordance with the Environmental and Social Management Framework (ESMF), Environmental and Social Commitment Plan (ESCP), Resettlement Planning Framework (RPF), Stakeholder Engagement Plan (SEP), Labor Management Procedures (LMP), Gender Action Plan (GAP) and site-specific instruments such as Environmental and Social Impacts Assessment (ESIA), Environmental and Social Management Plan (ESMP), and Resettlement Action Plan (RAP). To this end, the Borrower shall ensure that the measures set forth or referred to in Section H of the Co-financing Agreement are implemented in accordance with said Section.
2. Without limitation to the provision of paragraph 1 above, the Borrower understands and agrees that in case a complaint regarding compliance with the Co-financier's Safeguards Policy and Procedures is received by the Bank, the Bank shall refer such complaints for investigation to the Co-financier, which shall investigate through its independent accountability mechanism.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

1. The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of the indicators set forth or referred to in the Project Operations Manual. Each Project Report shall cover the period of one (1) calendar semester and shall be furnished to the Bank not later than one (1) month after the end of the period covered by such report.
2. For purposes of Section 5.08(c) of the General Conditions, the Completion Report shall be furnished to the Bank not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Borrower shall through EDCL and BRD prepare and furnish to the Bank not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Bank.

3. The Borrower shall have the Financial Statements audited in accordance with the provisions of Section 5.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank by the Borrower through EDCL and BRD not later than six (6) months after the end of such period.
4. The Borrower shall: (a) authorize the Co-financier and persons or entities designated by it to inspect and copy all accounts, records, and other documents relating to the Project's financial management; and (b) provide a copy of all statements and reports to both the Bank and the Co-financier.

Section III. Procurement

A. General

1. Goods, Works and Services.

All goods, works, consulting services and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with: (a) the applicable requirements set forth or referred to in Co-financier's Procurement Policy; (b) the Procurement Plan; and (c) Schedule 2 of the Co-financing Agreement; provided that no restriction shall be placed upon the procurement of goods and services from any country, so that firms and individuals from all countries may have the opportunity to offer the supply of goods, works and services.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower, to finance Eligible Expenditures as set forth below in the table in paragraph A.2 of this Section.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Loan Allocated (expressed in EUR)	Percentage of Eligible Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consultants' services for Parts 1 of the Project	63,900,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
(2) Goods, works, non-consulting services, and consultants' services for Part 2 of the Project	16,840,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
(3) Grants and operating Costs under Parts 3(a), (b), and (c) of the Project	4,620,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
(4) Line of Credit under Parts 3(d) of the Project	1,160,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
(5) Goods, works, non-consulting services, and consultants' services for Parts 3(e) of the Project	1,160,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
(6) Goods, works, non-consulting services, and consultants' services for Parts 4(a), of the Project	4,040,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
(7) Goods, works, non-consulting services, and consultants' services for Parts 4(b), of the Project	580,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
TOTAL AMOUNT	92,300,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) from the Loan Account until the Bank has received payment in full of the Front-end Fee; or
 - (b) for payments made prior to the date of this Loan Agreement; or
 - (c) under Category (1) and (2) unless and until the Borrower has caused EDCL to appoint to the EDCL Project Coordination Unit, an environmental risk

management specialist, a social risk management specialist, and a Project health and safety specialist, all with experience, qualifications and under terms of reference satisfactory to the Bank; or

- (d) under Category (3) unless the Borrower has caused the BRD to:
 - (i) prepare and adopt the BRD Project Manual, in form and substance satisfactory to the Bank, and
 - (ii) appoint or recruit to the BRD Single PIU, an environment risk management specialist, and a social risk management specialist, all with experience, qualifications and under terms of reference satisfactory to the Bank; or
- (e) under Category (4) unless the Borrower has caused the BRD to:
 - (i) prepare and adopt the BRD LOC Manual, in form and substance satisfactory to the Bank, and
 - (ii) designate a senior management representative with the responsibility for overall accountability for environmental and social performance of BRD consistent with ESS9, in accordance with the ESCP.

2. The Closing Date is December 31, 2029.

SCHEDULE 3
Amortization Schedule

1. (a) The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each April 15 and October 15 Beginning April 15, 2029 through April 15, 2057	1.72%
On October 15, 2057	1.96%

2. (a) If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
- (b) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
- (c) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date.
3. (a) Amounts of the Loan withdrawn within two (2) calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
- (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-

paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means, the Co-financier’s “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “Annual Work Plan and Budget” means annual work plans and budget prepared annually by the Project Implementing Entities in accordance with the provisions of Section I.A of Schedule 2 to this Agreement.
3. “Beneficiary” means Off-grid Solar companies, a private enterprise in the energy sector, or an eligible household, that are eligible to receive an OSC Grant, a CCS Grant or a PUE Grant to finance a Subproject under Parts 3(a), 3(b), or 3(c) of the Project.
4. “Bank” means the Asian Infrastructure Investment Bank.
5. “Borrower” means the Republic of Rwanda.
6. “BRD” means the Development Bank of Rwanda, established and operating pursuant to Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012, as amended on March 29, 2018.
7. “BRD Legislation” means Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012, as amended on March 29, 2018.
8. “BRD LOC Manual” means the manual for the line of credit under Part 3(d) of the Project, to be prepared in accordance with Section I.E of Schedule 2 to this Agreement.
9. “BRD Project Manual” or “BRD POM” or “Project Implementing Entity’s Manual” means the manual to be prepared in accordance with Section I.B. of Schedule 2 to this Agreement, for BRD Respective Parts of the Project, as may be amended from time to time.
10. “BRD Respective Parts” means Parts 3(a), 3(b), 3(c), 3(d), and 4(b) of the Project, to be implemented by BRD.

11. "BRD Single Project Implementation Unit" or "BRD SPIU" means the unit referred to under Section I.A.2(a) of Schedule 2 to this Agreement.
12. "BRD Subsidiary Agreement" means the agreement to be entered into between the Borrower and BRD and referred to in Section I.C.1(b) of Schedule 2 to this Agreement.
13. "Category" means a category set forth in the table in Section IV.A of Schedule 2 to this Agreement.
14. "CCS Grants" mean the grants to be made available to eligible enterprises under Part 3 of the Project.
15. "Co-financier" means International Development Association (IDA).
16. "Co-financiers" means together the Co-financier and the Bank.
17. "Co-financing" means the co-financing agreement entered between the Borrower and IDA on the amount of \$300,000,000, to be provided by the Co-financier to assist in financing the Project.
18. "Co-financing Agreement" means the agreement to be entered into between the Borrower and the Co-financier providing for the Co-financing.
19. "COMESA" means the regional organization established and operating pursuant to the Treaty Establishing the Common Market for Eastern and Southern Africa, signed on November 5, 1993.
20. "Closing Date" means the date specified in the Loan Agreement (or such later date as the Bank shall establish by notice to the Loan Parties) after which the Bank may, by notice to the Loan parties, terminate the right of the Borrower to withdraw from the Loan Account.
21. "EDCL" or "Energy Development Corporation Limited" means the Borrower's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Borrower's Law No. 17/2018 of April 13, 2018, as superseded by Law No. 007/2021 of February 5, 2021, and as amended by Law No. 019/2023 of March 30, 2023, governing companies, or any successor thereto.
22. "EDCL Legislation" means the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Borrower's Law No. 17/2018 of April 13, 2018, as superseded by Law No. 007/2021 of February 5, 2021, and as amended by Law No. 019/2023 of March 30, 2023, governing companies, or any legal successor thereto.

23. “EDCL Program Coordination Unit” or “EDCL PCU” means the unit referred to under Section I.A.1(a) of Schedule 2 to this Agreement.
24. “EDCL Project Manual” or “EDCL POM” or “Project Implementing Entity’s Manual” means the manual to be prepared in accordance with Section I.B. of Schedule 2 to this Agreement, for EDCL Respective Parts of the Project, as may be amended from time to time.
25. “EDCL Respective Parts” means Parts 1, 2, 3(e), and 4(a) of the Project, to be implemented by EDCL.
26. “EDCL Subsidiary Agreement” means the agreement to be entered into between the Borrower and EDCL and referred to in Section I.C.1(a) of Schedule 2 to this Agreement.
27. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 1, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
28. “Environmental and Social Management Framework” means the framework to be adopted by the Borrower and disclosed, in form and substance satisfactory to the Co-financier, pursuant to the ESCP, and disclosed, in form and substance satisfactory to the Co-financier, said framework setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of the Project, including the risks of gender-based violence and sexual exploitation and abuse, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects’ risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Borrower from time to time, with the prior written agreement of the Bank.
29. “Environmental and Social Standards” or “ESSs” means, collectively, the Co-financier’s: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and

Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Co-financier.

30. “General Conditions” means the “means the “*Asian Infrastructure Investment Bank General Conditions for Sovereign-backed Loans*”, dated October 22, 2021.
31. “Labor Management Procedures” means the labor management procedures to be adopted by the Borrower, in form and substance satisfactory to the Co-financier, pursuant to the ESCP, setting out the Project’s approach and requirements to labor in meeting national requirements as well as the objectives of ESS #2 (on labor and working conditions and ESS #4 (on community health and safety), including procedures on incident investigation and reporting, recording and reporting of non-compliance, emergency preparedness and response procedures, protection of project workers from discrimination, forced labor and child labor, occupational health and safety, codes of conducts and continuous training and awareness for workers, as said instrument may be updated from time to time with the prior written agreement of the Bank.
32. “LOC” means line of credit.
33. “Loan Account” means the account opened by the Bank in its books in the name of the Borrower to which the amount of the Loan is credited.
34. “MPA Program” means the multiphase programmatic approach program designed to increase access to sustainable and clean energy in Eastern and Southern Africa.
35. “OSC Grants” mean the grants to be made available to Off-grid Solar Companies under Part 3 of the Project.
36. “Operating Costs” means the reasonable incremental operating expenses, approved by the Bank, incurred by the Project Implementing Entities on account of the Project implementation, management and monitoring, including salaries of the EDCL PCU and the BRD Single PIU staff, but excluding the salaries of officials and public servants of the Borrower’s civil service.
37. “MSMEs” means micro, small and medium enterprises.

38. “MSME Sub-financing Agreement” means any agreement to be executed between the BRD (acting through the LOC Manager) and an eligible MSME, pursuant to which such MSME shall obtain a Sub-financing on terms a revolving line of credit, as such MSME Sub-financing Agreement may be amended from time to time, with the agreement of the Bank, and such terms include all appendices, schedules and agreements supplemental to the MSME Sub-financing Agreement.
39. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
40. “PFI Funding Agreement” means any of the agreement to be executed between the BRD (acting through the LOC Manager) and an eligible PFI, pursuant to which such PFI shall obtain a Sub-financing in terms of a revolving line of credit, as such PFI funding agreement may be amended from time to time, with the agreement of the Bank, and such term include all appendices, schedules and agreements supplemental to the PFI Funding Agreement.
41. “Participating Financial Institutions” or “PFIs” means eligible commercial banks, or microfinance banks, or savings and credit cooperatives, to be selected by the BRD to receive a Sub-financing under Part 3(d) of the Project, on the basis of the criteria and approval procedures set forth in the LOC Manual, and under Section I.E of Schedule 2 to this Agreement.
42. “Procurement Regulations” means the Co-financier’s “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
43. “Project Agreement” means the Agreement entered by and between the Bank and the Project Implementing Entities.
44. “Project Implementing Entity” means either the EDCL or BRD (together, “Project Implementing Entities”).
45. “Project Operations Manual” or “POMs” mean the EDCL POM and the BRD POM.
46. “RBF Facilities” means the Results Based Financing Facility to eligible Off-grid Solar Companies, the Results Based Financing Facility for Clean Cooking Solutions, all described under Part 3 of the Project.

47. “Regional Bodies” means the regional organizations participating in the MPA Program, namely, COMESA, and TDB, and other regional organizations that may participate in future projects under the MPA Program.
48. “Resettlement Policy Framework” means the resettlement policy framework to be adopted by the Borrower and disclosed, in form and substance satisfactory to the Co-financier, pursuant to the ESCP, said framework consistent with ESS#4 (on land acquisition, restrictions, on land use and involuntary Resettlement), and setting the requirements for preparation of resettlement action plans, and modalities for resettlement and compensation of Project affected persons, as such framework may be amended with the prior written agreement the Bank.
49. “Sector Working Group” means the Borrower’s energy sector working group referred in under Part 4(a) of the Project.
50. “Subsidiary Agreements” means the EDCL Subsidiary Agreement and the BRD Subsidiary Agreement, as referred to in Section I.C of Schedule 2 to this Loan Agreement, pursuant to which the Borrower shall make the proceeds of the Loan available to the Project Implementing Entities.
51. “Sub-financing” means a sub-loan to be made under Part 3(d) of the Project by the BRD (acting through the LOC Manager) to an MSME, or to a PFI pursuant to the MSME Sub-financing Agreement, or to the PFI Funding Agreement.
52. “Sub-loan” means a sub-financing to be made by a pertinent PFI to an MSME pursuant to a Sub-loan Agreement.
53. “Sub-project” means (i) for the purpose of Grants under Parts 3(a), 3(b), and 3(c) of the Project means a sub-project that is vetted and appraised by BRD in accordance with the guidelines and procedures established in the BRD Manual; and (ii) for the purpose of Part 3(d) of the Project, a qualifying off-grid electrification, clean cooking technology and productive uses of energy activity to be financed under a Sub-loan from an eligible PFI to a qualifying MSME.
54. “Training” means the reasonable cost of training under approved Annual Work Plans and Budgets, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 069/2024 ryo ku wa 26/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki ya Aziya ishinze gutera inkunga ishoramari rigamije ibikorwaremezo, yerekeranye n'inguzanyo ya miliyoni mirongo cyenda n'ebiri n'ibihumbi magana atatu z'Amayero (92.300.000 EUR) igenewe umushinga wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije, yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Gicurasi 2024	Seen to be annexed to Law n° 069/2024 of 26/06/2024 approving the ratification of the Loan Agreement between the Republic of Rwanda and the Asian Infrastructure Investment Bank, relating to the loan of ninety-two million three hundred thousand Euros (EUR 92,300,000) for accelerating sustainable and clean energy access transformation project, signed in Kigali, Rwanda on 07 May 2024	Vu pour être annexé à la Loi n° 069/2024 du 26/06/2024 approuvant la ratification de l'Accord de prêt entre la République du Rwanda et la Banque Asiatique d'Investissement dans les infrastructures, relatif au prêt de quatre-vingt-douze millions trois cents mille Euros (92.300.000 EUR) pour le projet d'accélération de la transformation de l'accès à l'énergie durable et propre, signé à Kigali, Rwanda le 07 mai 2024
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Kigali, 26/06/2024

(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° 070/2024 RYO KU WA 26/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (120.000.000 USD), IGENEWE UMUSHINGA W'U RWANDA WO KWITEGURA IBYOREZO BY'INDWARA, KUBISHAKIRA IBISUBIZO NO GUHANGANA NA BYO HAKORESHEJWE UBURYO BWA GAHUNDA Z'IBYICIRO BYINSHI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 31 GICURASI 2024	LAW N° 070/2024 OF 26/06/2024 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED TWENTY MILLION AMERICAN DOLLARS (USD 120,000,000) FOR RWANDA HEALTH EMERGENCY PREPAREDNESS, RESPONSE AND RESILIENCE PROJECT USING THE MULTIPHASE PROGRAMMATIC APPROACH, SIGNED IN KIGALI, RWANDA, ON 31 MAY, 2024	LOI N° 070/2024 DU 26/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT VINGT MILLIONS DE DOLLARS AMÉRICAINS (120.000.000 USD) POUR LE PROJET DE PREPARATION, DE REPOSE ET DE RESILIENCE AUX URGENCES SANITAIRES AU RWANDA UTILISANT L'APPROCHE PROGRAMMATIQUE EN PLUSIEURS PHASES, SIGNÉ À KIGALI, RWANDA, LE 31 MAI 2024
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ITEGEKO N° 070/2024 RYO KU WA 26/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (120.000.000 USD), IGENEWE UMUSHINGA W'U RWANDA WO KWITEGURA IBYOREZO BY'INDWARA, KUBISHAKIRA IBISUBIZO NO GUHANGANA NA BYO HAKORESHEJWE UBURYO BWA GAHUNDA Z'IBYICIRO BYINSHI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 31 GICURASI 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° 070/2024 OF 26/06/2024 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED TWENTY MILLION AMERICAN DOLLARS (USD 120,000,000) FOR RWANDA HEALTH EMERGENCY PREPAREDNESS, RESPONSE AND RESILIENCE PROJECT USING THE MULTIPHASE PROGRAMMATIC APPROACH, SIGNED IN KIGALI, RWANDA, ON 31 MAY, 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° 070/2024 DU 26/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT VINGT MILLIONS DE DOLLARS AMÉRICAINS (120.000.000 USD) POUR LE PROJET DE PREPARATION, DE REPONSE ET DE RESILIENCE AUX URGENCES SANITAIRES AU RWANDA UTILISANT L'APPROCHE PROGRAMMATIQUE EN PLUSIEURS PHASES, SIGNÉ À KIGALI, RWANDA, LE 31 MAI 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
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INTEKO ISHINGA AMATEGEKO: Umutwe w’Abadepite, mu nama yawo yo ku wa 10 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 Repubulika y’u Rwanda n’Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n’inguzanyo ya miliyoni ijana na makumyabiri z’Amadorari y’Abanyamerika (120.000.000 USD), igenewe umushinga w’u Rwanda wo kwitegura ibyorezo by’indwara, kubishakira ibisubizo no guhangana na byo hakoreshejwe uburyo bwa gahunda z’ibyiciro byinshi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 31 Gicurasi 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y’inguzanyo hagati ya Repubulika y’u Rwanda n’Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n’inguzanyo ya miliyoni ijana na makumyabiri z’Amadorari	THE PARLIAMENT: The Chamber of Deputies, in its sitting of 10 June 2024; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of one hundred twenty million American Dollars (USD 120,000,000) for Rwanda health emergency preparedness, response and resilience project using the multiphase programmatic approach, signed in Kigali, Rwanda, on 31 May 2024; ADOPTS: <u>Article one:</u> Approval for ratification The Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of one hundred twenty million American	LE PARLEMENT: La Chambre des Députés, en sa séance du 10 juin 2024 ; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l’Accord de financement entre la République du Rwanda et l’Association Internationale de Développement, relatif au crédit de cent vingt millions de Dollars Américains (120.000.000 USD) pour le Projet de préparation, de réponse et de résilience aux urgences sanitaires au Rwanda utilisant l’approche programmatique en plusieurs phases, signé à Kigali, Rwanda, le 31 mai 2024; ADOpte: <u>Article premier:</u> Approbation pour ratification L’Accord de financement entre la République du Rwanda et l’Association Internationale de Développement, relatif au crédit de cent vingt millions de Dollars Américains (120.000.000
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y'Abanyamerika (120.000.000 USD), igenewe umushinga w'u Rwanda wo kwitegura ibyorezo by'indwara, kubishakira ibisubizo no guhangana na byo hakoreshejwe uburyo bwa gahunda z'ibyiciro byinshi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 31 Gicurasi 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.	Dollars (USD 120,000,000) for Rwanda health emergency preparedness, response and resilience project using the multiphase programmatic approach, signed in Kigali, Rwanda, on 31 May 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.	USD) pour le Projet de préparation, de réponse et de résilience aux urgences sanitaires au Rwanda utilisant l'approche programmatique en plusieurs phases, signé à Kigali, Rwanda, le 31 mai 2024, en annexe, est approuvé pour ratification. <u>Article 2: Disposition linguistique</u> La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda. <u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/06/2024

(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:

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° 070/2024 RYO KU WA 26/06/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (120.000.000 USD), IGENEWE UMUSHINGA W'U RWANDA WO KWITEGURA IBYOREZO BY'INDWARA, KUBISHAKIRA IBISUBIZO NO GUHANGANA NA BYO HAKORESHEJWE UBURYO BWA GAHUNDA Z'IBYICIRO BYINSHI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 31 GICURASI 2024	ANNEX TO LAW N° 070/2024 OF 26/06/2024 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED TWENTY MILLION AMERICAN DOLLARS (USD 120,000,000) FOR RWANDA HEALTH EMERGENCY PREPAREDNESS, RESPONSE AND RESILIENCE PROJECT USING THE MULTIPHASE PROGRAMMATIC APPROACH, SIGNED IN KIGALI, RWANDA, ON 31 MAY, 2024	ANNEXE À LA LOI N° 070/2024 DU 26/06/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT VINGT MILLIONS DE DOLLARS AMÉRICAINS (120.000.000 USD) POUR LE PROJET DE PREPARATION, DE REPONSE ET DE RESILIENCE AUX URGENCES SANITAIRES AU RWANDA UTILISANT L'APPROCHE PROGRAMMATIQUE EN PLUSIEURS PHASES, SIGNÉ À KIGALI, RWANDA, LE 31 MAI 2024
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AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (120.000.000 USD), IGENEWE UMUSHINGA W'U RWANDA WO KWITEGURA IBYOREZO BY'INDWARA, KUBISHAKIRA IBISUBIZO NO GUHANGANA NA BYO HAKORESHEJWE UBURYO BWA GAHUNDA Z'IBYICIRO BYINSHI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 31 GICURASI 2024	FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED TWENTY MILLION AMERICAN DOLLARS (USD 120,000,000) FOR RWANDA HEALTH EMERGENCY PREPAREDNESS, RESPONSE AND RESILIENCE PROJECT USING THE MULTIPHASE PROGRAMMATIC APPROACH, SIGNED IN KIGALI, RWANDA, ON 31 MAY, 2024	ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT VINGT MILLIONS DE DOLLARS AMÉRICAINS (120.000.000 USD) POUR LE PROJET DE PRÉPARATION, DE REPONSE ET DE RESILIENCE AUX URGENCES SANITAIRES AU RWANDA UTILISANT L'APPROCHE PROGRAMMATIQUE EN PLUSIEURS PHASES, SIGNÉ À KIGALI, RWANDA, LE 31 MAI 2024
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CREDIT NUMBER IDA 7543-RW

Financing Agreement

(Rwanda Health Emergency Preparedness, Response and Resilience Project
Using the Multiphase Programmatic Approach)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER IDA 7543-RW

FINANCING AGREEMENT

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

WHEREAS:

- A. The Participating Countries, including the Recipient, and the Regional Bodies, have agreed to participate in the MPA Program;
- B. Under Phase I of the MPA Program, the Association extended financial assistance to the Federal Democratic Republic of Ethiopia, Republic of Kenya, and Democratic Republic of Sao Tome and Principe, as well as to the Regional Bodies.
- C. Under subsequent phases of the MPA Program, the Association will extend financing to the Recipient and other Participating Countries;
- D. The Recipient, having satisfied itself as to the feasibility and priority of the Project, has requested the Association to assist in the financing of the project described in Schedule 1 to this Agreement (“Project”); and

WHEREAS the Association has also agreed, on the basis, *inter alia*, of the foregoing, to extend the financing provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement.

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of one hundred twenty million Dollars (\$120,000,000), as such amount may be

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converted from time to time through a Currency Conversion (variously, “Credit” and “Financing”), to assist in financing the Project.

- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are June 1 and December 1 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project and the MPA Program. To this end, the Recipient shall, and shall cause the Rwanda Biomedical Center (“RBC” or the “Project Implementing Entity”), to carry out the Project in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement, and the Project Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity and all conditions precedent to its effectiveness, save for the effectiveness of this Agreement, shall have been met; and
 - (b) The Recipient, through the Project Implementing Entity, has adopted the Project Implementation Manual in accordance with Section I.C of Schedule 2 to this Agreement and in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

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ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is its minister responsible for finance.

5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
+250 25 257 5756	info@minecofin.gov.rw

5.03. For purposes of Section 11.01 of the General Conditions:

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423 (MCI)	1-202-477-6391	rwandainfo@worldbank.org

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Dr. Uzziel Ndagijimana

Authorized Representative

Name: Dr. Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 31-May-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Sahr Kpundeh

Authorized Representative

Name: Sahr Kpundeh

Title: Country Manager, World Bank, Rwanda

Date: 31-May-2024

SCHEDULE 1

Project Description

The objective of the Project is to strengthen health system resilience and multisectoral preparedness and response to Health Emergencies in the Republic of Rwanda.

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

Part 1: Strengthening the Preparedness and Resilience of the Health System to manage Health Emergencies (HEs)

- 1.1. Supporting multisectoral cross-border planning, financing, and governance for improved resilience to HEs through: (a) strengthening the existing One Health Multi-sectoral Coordination Mechanism; (b) technical assistance for the development of a costed and financed national multi-sectoral action plan for “One Health;” (c) strengthening cross-border response including the expansion of the cross-border functional surveillance systems at points of entries with the corresponding Training; and (d) strengthening infection prevention and control initiatives that ensure appropriate guidance and measures at health facilities within districts at the borders to better address the antimicrobial resistance (AMR) burden.
- 1.2. Supporting health workforce skills development through: (a) establishing a gender sensitive Training program to ensure gender inclusivity in science, technology, engineering, and mathematics; (b) establishing a specialized Training program to offer Training on advanced biomedical sciences and instrumentation used in diagnostics including bioengineering, molecular and immunological techniques and using energy efficient and climate adaptive building designs as well as local materials; (c) developing mentorship initiatives led by university-affiliated faculty providing selected graduate students with hands-on opportunities to develop diagnostic assays responding to unmet clinical needs; (d) Training additional professionals such as field epidemiologists, data scientists, bioinformaticians, and laboratory professionals, under an equity lens for gender and inclusion of professionals from climate vulnerable areas as feasible; (e) develop and execute a focused climate and HE preparedness and response Training; and (f) develop a system for health workforce surge capacity during climate shocks and HEs.
- 1.3. Building capacity for the Recipient’s national health institute (i.e., the Rwanda Biomedical Centre) and improving access to quality health commodities, through: (a) the expansion of the Rwanda Biomedical Centre through capacity building, equipment and the construction of a diagnostics development and research center using energy efficient, climate and gender adaptive building design as well as local materials; (b) the expansion of the Rwanda Biomedical Centre through capacity

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building, equipment and construction to include the One Health laboratory and biobank facility for testing emerging and re-emerging pathogens, including development of national reference standards to manage climate sensitive disease outbreaks; (c) technical assistance to review national laws and other applicable rules on storage, distribution, and control, to determine the adequacy of the technical, legal and regulatory frameworks and their consistency with international best practice, identify any gaps, and implement measures for filling those gaps; (d) technical assistance on the development of a One Health laboratory including risk management and human resource development; (e) strengthening the capacity of the national regulatory agencies and regional centers of regulatory excellence; and (f) technical assistance to develop a five-year roadmap, plans of action, and strategy to guide the functioning of the diagnostics development and research center and the One Health laboratory and biobank facility and lead the implementation of enhanced quality laboratory response.

- 1.4. Supporting information systems for HEs and the digitalization of health sector through: (a) establishing disease surveillance digital platforms that include village-based health risk registries from human, animal, and environmental sources across institutions and that includes gender-specific demographics to enable early outbreak detection; (b) building interactive data visualization tools for policymakers that overlay predictive models with assets and resources data to aid risk communication and response planning that can be gender-specific as relevant, with a focus on modelling of climate change impacts; (c) improving the quality and reliability of data and geographic coverage of existing digital health information platforms; (d) establishing real-time monitoring systems of facility service availability and readiness to monitor the disruptions to essential health services; and (e) integrating meteorologic and air quality-related data into the surveillance and health information system.

Part 2: Improving early detection of and response to HEs through a multisectoral approach

- 2.1. Supporting collaborative multisectoral gender-responsive surveillance and laboratory diagnostics by: (a) establishing an emergency operations center on permanent basis to coordinate health security efforts with integrated data dash boards for gender-disaggregated surveillance; (b) expanding multi-pathogen testing and sequencing abilities to better characterize and monitor dynamics of public health threats; and (c) strengthening environmental surveillance systems to monitor wastewater for emerging and reemerging public health threats.
- 2.2. Supporting emergency management, coordination, and essential service continuity by: (a) improving the quality of maternal, newborn, child and adolescent health services through (i) the optimization of existing maternal, newborn and child health (MNCH) interventions; (ii) the adoption and implementation of MNCH bundles and innovations; (iii) supporting the rehabilitation and/or renovation and

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upgrading of eight (8) existing health centers to “medicalized health center”-level facilities in selected remote areas and hard to access district hospitals; (iv) equipment; and (v) technical assistance for the implementation of norms and procedures for maternal child health, non-communicable diseases (NCDs), mental health and HE; (b) strengthening mental health preparedness and response capacity for public HEs, including the case management for referral systems for standard and HE cases including the transfer system of MNCH emergencies, worsening NCDs cases and quick assistance to suspected cases of pandemic-prone diseases, including procurement of equipped ambulances and Training of staff in emergency neonatal care, obstetric care and basic life support.

- 2.3. Supporting risk communication and community engagement (RCCE), empowerment, and social protection for all HEs through: (a) Training to community health workers to drive public HE protection awareness and behaviors among communities; (b) developing appropriate public health risk communications to reach women, girls, men and boys across gender divides and reaching them through appropriate media including mass media and community level platforms; (c) technical assistance for developing a national climate and health adaptation plan with the community; and (d) assessment of health system performance during climate shocks; and (e) execution of climate shock response simulation exercises.

Part 3: Project Management

Supporting Project management through: (a) strengthening monitoring and evaluation of the Project; (b) provision of technical assistance and facilitation of data-based cross-border learning initiatives, and the learning agenda; and (c) supporting Project coordination and management including procurement, financial management, environmental and social aspects, and reporting through the acquisition of goods, provision of technical advisory services, Training, and Operating Costs.

Part 4: Contingent Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Single Project Implementation Unit – RBC

- (a) The RBC as Project Implementing Entity shall be responsible for overall Project day-to-day management and implementation, including financial management, procurement and environmental and social aspects as well as the monitoring and evaluation and technical aspects of the Project, as further detailed in the Project Implementation Manual. The Project Implementing Entity shall coordinate the technical implementation of the Project with the Rwanda Agriculture and Animal Resources Development Board (RAB), the Rwanda Development Board (RDB), the Rwanda Environment Management Authority (REMA), the Gender Monitoring Office (GMO) and the National Child Development Agency (NCDA).
- (b) The Recipient shall ensure that, throughout Project implementation, the Project Implementing Entity has adequate resources and staffing, with qualifications and experience acceptable to the Association, to carry out its responsibilities under the Project, as further detailed in the Project Implementation Manual.
- (c) The Recipient shall maintain, within RBC, the Single Project Implementation Unit (“RBC-SPIU”) throughout Project implementation, with a composition, resources and mandate satisfactory to the Association, all as further detailed in the Project Implementation Manual.

2. One Health Multi-sectoral Coordination Mechanism

The Recipient shall maintain the One Health Multi-sectoral Coordination Mechanism throughout Project implementation, which shall include inter-ministerial and inter-agency representatives from finance, health, agriculture, environment and other social and economic clusters institutions with terms of reference satisfactory to the Association, and shall be responsible for providing high-level oversight, steering and policy direction on the implementation of the Project, all as further detailed in the Project Implementation Manual.

3. Regional Advisory Committee

The Recipient shall through the Project Implementing Entity designate at all times during Project implementation representative(s) to participate in the Regional

Advisory Committee, under terms of reference and with qualified and experienced members in adequate number, all satisfactory to the Association and as further set out in the Project Implementation Manual.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity (“Subsidiary Agreement”) under terms and conditions approved by the Association, which shall include that the proceeds of the Financing so made available shall be provided in grant terms.
2. The Subsidiary Agreement shall include *inter alia*:
 - (a) the obligation of the Project Implementing Entity to carry out of the Project with due diligence and efficiency, in conformity with appropriate administrative, financial and technical practices, the Project Implementation Manual, Procurement Regulations, Anti-Corruption Guidelines and Environmental and Social Commitment Plan, and provide, or cause to be provided, promptly as needed, the facilities, services and other resources required for the Project;
 - (b) the right of the Recipient to exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purpose of the Financing, including the right of the Recipient, as applicable, to suspend or terminate the Project Implementing Entity’s ability benefit from the proceeds of the Financing or to obtain a refund of all or any part of the amount of the financing then withdrawn, upon the Project Implementing Entity failure to perform any of the obligations under the Subsidiary Agreement;
 - (c) the obligation of the Project Implementing Entity to: (i) comply with record keeping, auditing and reporting requirements set forth in this Agreement (operations, resources and expenditure) for the Project; (ii) at the Association’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association; and (iii) promptly furnish the statements as so audited to the Recipient and the Association;
 - (d) the obligation of the Project Implementing Entity to: (i) at the request of the Recipient or the Association, exchange views with the Recipient and the Association with regard to the progress of the Project and the performance of its obligations under the Subsidiary Agreement; (ii) enable

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the Recipient and the Association to inspect the Project Implementing Entity's implementation of activities under the Project and any relevant records and documents; and (iii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request; and

(e) the obligation of the Project Implementing Entity to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of the Project, or the performance of its obligations under the Subsidiary Agreement.

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

C. Project Implementation Manual

1. The Recipient shall, and shall cause the Project Implementing Entity to, prepare and adopt an implementation manual acceptable to the Association ("Project Implementation Manual" or "PIM"), which shall contain detailed work flow, methods and procedures for the implementation of the Project, including but not limited to: (i) administration and coordination arrangements, including placement of necessary human resources for Project implementation; (ii) performance indicators of the Project; (iii) procurement arrangements; (iv) disbursement arrangements, reporting requirements, financial management procedures and audit procedures; (v) monitoring and evaluation; (vi) corruption and fraud prevention measures; (vii) roles and responsibilities of the RBC-SPIU and the One Health Multi-sectoral Coordination Mechanism in the implementation of the Project and coordination arrangements with RAB, RDB, REMA, GMO, NCDA; (viii) Personal Data collection and processing requirements in accordance with applicable national law and good international practice; (ix) environmental and social framework aspects, including a detailed description of the grievance redress mechanism process as well as any process for recording and reporting project-related accidents and incidents; (x) details on the composition and working arrangements of the Regional Advisory Committee; and (xi) such other arrangements and procedures as shall be required for the effective implementation of the Project.

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2. The Recipient shall, and shall cause the Project Implementing Entity to, exchange views with the Association on the PIM prior to its adoption, and thereafter ensure that the Project is carried out in accordance with the PIM.
3. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the PIM; provided, however, that in case of any conflict between the provisions of the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the PIM.

D. Annual Work Plan and Budget

1. The Recipient shall, through the Project Implementing Entity, prepare and furnish to the Association not later than March 31 of each Fiscal Year during the implementation of the Project, a consolidated work plan and budget containing *inter alia*: (i) all activities proposed to be implemented under the Project during the following Fiscal Year; (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor and disbursement schedule; and (iii) the training plan for such period.
2. The Recipient shall, through the Project Implementing Entity, ensure that in preparing any training plan proposed for inclusion in an annual work plan and budget it shall identify in the training plan: (i) the objective and content of the Training envisaged; (ii) the selection method of the institutions or individuals conducting such Training, and said institutions if already known; (iii) the expected duration and an estimate of the cost of said Training; and (iv) the selection method of the personnel who will attend the Training, and number and names of such personnel if already known.
3. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed annual work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan and Budget”).
4. The Recipient shall not make or allow to be made any changes to the approved Annual Work Plan and Budget without prior approval in writing by the Association.
5. Without limitation on the provisions of this Section, the Recipient shall prepare and furnish to the Association the first proposed Annual Work Plan and Budget required under the Project not later than one month after the Effective Date.

E. Environmental and Social Standards

1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall, and shall cause the Project Implementing Entity: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:

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- (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 6. The Recipient shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 7. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

F. Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingent Emergency Response Part”), the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part;

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- (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
 - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
2. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.
 3. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

G. Memoranda of Understanding with the Regional Bodies

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1. In order to maximize the benefits of regional harmonization for purposes of the Project, no later than three months after the Effective Date, the Recipient shall enter into a separate memorandum of understanding with each of the Regional Bodies (the “MOU”, or in the case of separate memoranda, each an “MOU”), in form and substance satisfactory to the Association, as such MOU shall include provisions to the effect of ensuring that the Recipient shall participate in any activity carried out by the Regional Bodies under the MPA, including *inter alia* training events, workshops, data collection and analysis or knowledge-sharing.
2. The Recipient shall exercise its rights and obligations under the MOU(s) in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the MOU(s) or any provision contained therein (whether in whole or in part).
3. In the event of any conflict between the provisions of the MOU(s) and those of this Agreement the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

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

Section III. Withdrawal of the Proceeds of the Financing

A. General

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

Category	Amount of the Credit Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)

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(1) Goods, works, non-consulting services, and consulting services, Training and Operating Costs under Parts, 1, 2 and 3 of the Project	120,000,000	100%
(2) Emergency Expenditures under Part 4 of the Project	0	
TOTAL AMOUNT	120,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date or
 - (b) for Emergency Expenditures under Category (2), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (2); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
2. The Closing Date is March 31, 2030.

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SCHEDULE 3

Repayment Schedule

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

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to renumbered Section 3.03 (b) (originally numbered Section 3.05 (b)) of the General Conditions.

APPENDIX

Section I. Definitions

1. “AMR” means antimicrobial resistance.
2. “Annual Work Plan and Budget” or “AWP&B” means the work plan and budget prepared annually by the Recipient in accordance with the provisions of Section I.D. of Schedule 2 to this Agreement.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011 and as of July 1, 2016.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CERC Manual” means the manual referred to in Section I.F. of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Operations Manual.
6. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
7. “ECSA-HC” means East, Central and Southern Africa Health Community, a regional organization established and operating under the ECSA Convention.
8. “ECSA Convention” means the Convention of the East, Central and Southern Africa Health Community dated November 22, 2002, which entered into force and effect as of July 1, 1980, in accordance with Article 17 of the Convention, pursuant to which ECSA-HC was established and is operating.
9. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
10. “Emergency Action Plan” means the plan referred to in Section I.F. of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
11. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.F. of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.

12. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 5, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
13. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
14. “Fiscal Year” means the twelve (12) month period corresponding to any of the Recipient’s fiscal years, which period commences on July 1 and ends on June 30 of the following year.
15. “Gender Monitoring Office” or “GMO” means the Recipient’s gender monitoring office, established and operating pursuant to *Law N° 51/2007 of 20/09/2007 Determining the Responsibilities, Organisation and Functioning of the Gender Monitoring Office in Rwanda*, as amended from time to time, or any successor thereto acceptable to the Association.
16. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
17. “Health Emergencies” or “HEs” means any acute or chronic shocks to health systems that by virtue of scale, timing, or unpredictability overwhelm routine capabilities and hinder the provision of essential health services.

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18. “IGAD” means Intergovernmental Authority on Development, a regional economic community set up through IGAD Constitutive Agreement, responsible for carrying out the Project.
19. “IGAD Constitutive Agreement” means the agreement establishing the Inter-Governmental Authority on Development of March 21, 1996.
20. “MNCH” means maternal, newborn and child health.
21. “MOU” means the memorandum of understanding in accordance with section I.G. of Schedule 2 to this Agreement.
22. “MPA Program” means the multiphase programmatic approach program designed to strengthen health system resilience and multisectoral preparedness and response to health emergencies in Eastern and Southern Africa.
23. “National Child Development Agency” or “NCDA” means a non-commercial public institution of the Recipient established and operating pursuant to Recipient’s *Presidential Order No 083/01 of 28/08/2020 establishing the National Child Development Agency*, as amended from time to time, or any successor thereto acceptable to the Association.
24. “NCD” means non-communicable disease.
25. “One Health” means an approach that recognizes that the health of people is closely connected to the health of animals and our shared environment and demands collaboration across three interdependent sectors—animal health (agriculture sector), human health (health sector) and ecosystems (environmental sector)—to prevent, detect and respond to disease threats.
26. “One Health Multi-sectoral Coordination Mechanism” means the mechanism established and operating pursuant to the Recipient’s One Health Policy dated March 2021 and issued by the Recipient’s ministry responsible for health, or any successor thereto acceptable to the Association; which will also provide oversight to the implementation of the Project as provided in Section I.A.2 of Schedule 2 to this Agreement.
27. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient in connection with Project implementation, including consumable materials and supplies, communications, mass media and printing services, vehicle insurance, rental, operation and maintenance, utilities, office rental and maintenance, charges for the opening and operation of bank accounts required for the Project, travel, lodging and per diems, and salaries of contractual staff working on the Project (other than consulting services), but excluding salaries of officials of the Recipient.

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28. “Participating Countries” means the countries participating: (i) in Phase I of the MPA Program, namely Federal Democratic Republic of Ethiopia, Republic of Kenya, and Democratic Republic of Sao Tome and Principe; (ii) in subsequent phases under the MPA Program. “Participating Country” means any one of the Participating Countries.
29. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification, number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
30. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
31. “Project Implementing Entity”, “Rwanda Biomedical Centre” or “RBC” means the Recipient’s national health institute, an independent legal entity established and operating pursuant to the Project Implementing Entity Legislation, or any successor thereto acceptable to the Association.
32. “Project Implementing Entity Legislation” means the Recipient’s Law Presidential Order N° 032/01 of 06/05/2022 *governing Rwanda Biomedical Centre* establishing the RBC and determining its mission, organization and functioning, as amended from time to time.
33. “Project Implementation Manual” or “PIM” means the Project’s implementation manual referred to in Section I.C of Schedule 2 to this Agreement.
34. “RCCE” means risk communication and community engagement.
35. “Regional Advisory Committee” or “RAC” means the committee to be co-convened by the Regional Bodies that shall: (a) be responsible for interregional-level coordination of Project implementation among the Participating Countries and the Regional Bodies including, *inter alia*: (i) providing strategic guidance and oversight; (ii) act as the main mechanism for interregional knowledge exchange and planning, and exploring opportunities for partnerships; and (iii) monitoring and evaluation of Project implementation, and reporting and record keeping; (b) meet semi-annually in the first year of Project implementation and annually thereafter; and (c) include representatives of all Participating Countries and Regional Bodies, as well as representatives of the Association and other entities as further described in the PIM.

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36. “Regional Bodies” means the regional and sub-regional organizations participating in this MPA Program, namely IGAD and ECSA-HC, and any other regional body as agreed by the Association and notified in writing to the Recipient, all listed in the PIM. “Regional Body” means any one of the Regional Bodies.
37. “RBC Single Project Implementation Unit” or “RBC-SPIU” means the project implementation unit established with the Rwanda Biomedical Center pursuant to [*Prime Minister’s Order No 167/03 of 21/12/2020 Determining Organisational Structure of Rwanda Biomedical Centre*], as amended from time to time and referred to in Section I.A. of Schedule 2 to this Agreement.
38. “RMNCAH” means reproductive, maternal, neonatal, child and adolescent health.
39. “Rwanda Agriculture and Animal Resources Development Board” or “RAB” means a non-commercial public institution established and operating pursuant to Recipient’s *Law N°14/2017 of 14/04/2017 establishing Rwanda Agriculture and Animal Resources Development Board (Rab) and Determining its Mission, Organisation and Functioning*, as amended from time to time, or any successor thereto acceptable to the Association.
40. “Rwanda Development Board” or “RDB” means a specialized organ of the Recipient established and operating pursuant to Recipient’s *Law No 057/2023 of 17/11/2023 governing Rwanda Development Board*, as amended from time to time, or any successor thereto acceptable to the Association.
41. “Rwanda Environment Management Authority” or “REMA” means a non-commercial public institution, established and operating pursuant to Recipient’s *Presidential Order No 033/01 of 06/05/2022 governing Rwanda Environment Management Authority*, as amended from time to time, or any successor thereto acceptable to the Association.
42. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
43. “Subsidiary Agreement” means the subsidiary agreement referred to in Section I.B of Schedule 2 to this Agreement.
44. “Training” means the training of persons involved in Project-supported activities, based on the Annual Work Plan and Budget approved by the Association, such as, tuitions, seminars, workshops, and study tours, and costs associated with such activities including travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.
2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:

“66. “Interest Charge” means the interest charge for the purpose of Section 3.07.
3. Paragraph 100 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to “Service Charge” or “Service Charges” in any provision of the General Conditions is deleted.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 070/2024 ryo ku wa 26/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni ijana na makumyabiri z'Amadorari y'Abanyamerika (120.000.000 USD), igenewe umushinga w'u Rwanda wo kwitegura ibyorezo by'indwara, kubishakira ibisubizo no guhangana na byo hakoreshejwe uburyo bwa gahunda z'ibyiciro byinshi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 31 Gicurasi 2024	Seen to be annexed to Law n° 070/2024 of 26/06/2024 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of one hundred twenty million American Dollars (USD 120,000,000) for Rwanda health emergency preparedness, response and resilience project using the multiphase programmatic approach, signed in Kigali, Rwanda, on 31 May, 2024	Vu pour être annexé à la Loi n° 070/2024 du 26/06/2024 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de cent vingt millions de Dollars Américains (120.000.000 USD) pour le projet de preparation, de reponse et de resilience aux urgences sanitaires au Rwanda utilisant l'approche programmatique en plusieurs phases, signé à Kigali, Rwanda, le 31 mai 2024
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Kigali, 26/06/2024

(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° 062/01 RYO KU WA 26/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INANI Z'AMADORARI Y'ABANYAMERIKA (USD 80.000.000), IGENEWE UMUSHINGA W'U RWANDA WO GUSANA IMIHANDA IHUZA UTURERE TWIBASIWE N'IBIZA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 MATA 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y'ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	PRESIDENTIAL ORDER N° 062/01 OF 26/06/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF EIGHTY MILLION UNITED STATES DOLLARS (USD 80,000,000) FOR RWANDA EMERGENCY CONNECTIVITY RESTORATION PROJECT, SIGNED IN KIGALI, RWANDA, ON 27 APRIL 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	ARRÊTÉ PRÉSIDENTIEL N° 062/01 DU 26/06/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGT MILLIONS DE DOLLARS AMÉRICAINS (80.000.000 USD) POUR LE PROJET DE RESTAURATION DE LA CONNECTIVITÉ D'URGENCE AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 27 AVRIL 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Ratification <u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté <u>Article 3:</u> Disposition linguistique <u>Article 4:</u> Entrée en vigueur
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ITEKA RYA PEREZIDA N° 062/01 RYO KU WA 26/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INANI Z'AMADORARI Y'ABANYAMERIKA (USD 80.000.000), IGENEWE UMUSHINGA W'U RWANDA WO GUSANA IMIHANDA IHUZA UTURERE TWIBASIWE N'IBIZA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 MATA 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168; Dushingiye ku Itegeko n° 067/2024 ryo ku wa 26/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni mirongo inani z'Amadorari y'Abanyamerika (80.000.000 USD), igenewe umushinga w'u Rwanda wo gusana imihanda	PRESIDENTIAL ORDER N° 062/01 OF 26/06/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF EIGHTY MILLION UNITED STATES DOLLARS (USD 80,000,000) FOR RWANDA EMERGENCY CONNECTIVITY RESTORATION PROJECT, SIGNED IN KIGALI, RWANDA, ON 27 APRIL 2024 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168; Pursuant to Law n° 067/2024 of 26/06/2024 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of eighty million American Dollars (USD 80,000,000) for Rwanda emergency connectivity restoration project, signed in Kigali, Rwanda, on 27 April 2024;	ARRÊTÉ PRÉSIDENTIEL N° 062/01 DU 26/06/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGT MILLIONS DE DOLLARS AMÉRICAINS (80.000.000 USD) POUR LE PROJET DE RESTAURATION DE LA CONNECTIVITÉ D'URGENCE AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 27 AVRIL 2024 Nous, KAGAME Paul, Président de la République; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168; Vu la Loi n° 067/2024 du 26/06/2024 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de quatre-vingt millions de Dollars Américains (80.000.000 USD) pour le projet de restauration de la connectivité d'urgence au
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ihuza uturere twibasiwe n'ibiza, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Mata 2024; Tumaze kubona Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni mirongo inani z'Amadorari y'Abanyamerika (USD 80.000.000), igenewe umushinga w'u Rwanda wo gusana imihanda ihuza uturere twibasiwe n'ibiza, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Mata 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 Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni mirongo inani z'Amadorari y'Abanyamerika (USD 80.000.000), igenewe umushinga w'u Rwanda wo gusana imihanda ihuza uturere twibasiwe n'ibiza, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Mata	Considering the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of eighty million United States Dollars (USD 80,000,000) for Rwanda emergency connectivity restoration project, signed in Kigali, Rwanda, on 27 April 2024; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of eighty million United States Dollars (USD 80,000,000) for Rwanda emergency connectivity restoration project, signed in Kigali, Rwanda, on 27 April 2024, annexed to this Order, is ratified and becomes fully effective.	Rwanda, signé à Kigali, Rwanda, le 27 avril 2024; Considérant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de quatre-vingt millions de Dollars Américains (80.000.000 USD) pour le projet de restauration de la connectivité d'urgence au Rwanda, signé à Kigali, au Rwanda, le 27 avril 2024 ; Sur proposition du Ministre des Finances et de la Planification Économique; Après examen et adoption par le Conseil des Ministres; ARRÊTONS: <u>Article premier: Ratification</u> L'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de quatre-vingt millions de Dollars Américains (80.000.000 USD) pour le projet de restauration de la connectivité d'urgence au Rwanda, signé à Kigali, au Rwanda, le 27 avril 2024, annexé au présent arrêté, est
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2024, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 3:</u> Ingingo y'ururimi Iri teka ryateguwe mu rurimi rw'Icyongereza. <u>Ingingo ya 4:</u> Gutangira gukurikizwa Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 2:</u> Authorities responsible for the implementation of this Order The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Infrastructure are entrusted with the implementation of this Order. <u>Article 3:</u> Language provision This Order was drafted in English. <u>Article 4:</u> Entry into force This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	ratifié et sort son plein et entier effet. <u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté. <u>Article 3:</u> Disposition linguistique Le présent arrêté a été rédigé en anglais. <u>Article 4:</u> Entrée en vigueur Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/06/2024

(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° 062/01 RYO KU WA 26/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INANI Z'AMADORARI Y'ABANYAMERIKA (USD 80.000.000), IGENEWE UMUSHINGA W'U RWANDA WO GUSANA IMIHANDA IHUZA UTURERE TWIBASIWE N'IBIZA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 MATA 2024	ANNEX TO PRESIDENTIAL ORDER N° 062/01 OF 26/06/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF EIGHTY MILLION UNITED STATES DOLLARS (USD 80,000,000) FOR RWANDA EMERGENCY CONNECTIVITY RESTORATION PROJECT, SIGNED IN KIGALI, RWANDA, ON 27 APRIL 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 062/01 DU 26/06/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGT MILLIONS DE DOLLARS AMÉRICAINS (80.000.000 USD) POUR LE PROJET DE RESTAURATION DE LA CONNECTIVITÉ D'URGENCE AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 27 AVRIL 2024
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AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO INANI Z'AMADORARI Y'ABANYAMERIKA (USD 80.000.000), IGENEWE UMUSHINGA W'U RWANDA WO GUSANA IMIHANDA IHUZA UTURERE TWIBASIWE N'IBIZA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 MATA 2024	FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF EIGHTY MILLION UNITED STATES DOLLARS (USD 80,000,000) FOR RWANDA EMERGENCY CONNECTIVITY RESTORATION PROJECT, SIGNED IN KIGALI, RWANDA, ON 27 APRIL 2024	ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGT MILLIONS DE DOLLARS AMÉRICAINS (80.000.000 USD) POUR LE PROJET DE RESTAURATION DE LA CONNECTIVITÉ D'URGENCE AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 27 AVRIL 2024
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CREDIT NUMBER 7544-RW

Financing Agreement

(Rwanda Emergency Connectivity Restoration Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 7544-RW

FINANCING AGREEMENT

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

The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of eighty million United States Dollars (USD 80,000,000) (variously, “Credit” and “Financing”), to assist in financing the Project.
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are June 15 and December 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is United States Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project (and cause Parts 1, 2 and 3 of the Project to be carried out by the Rwanda Transport Development Agency) in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

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ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Condition of Effectiveness consists of the following, namely, that the Recipient has prepared and adopted the Project Implementation Manual in the form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

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

- (a) the Recipient's address is:

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

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

Fax:	E-mail:
+250 25 257 5756	info@minecofin.gov.rw

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

- (a) The Association's address is:

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

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

Telex:	Facsimile:	E-mail:
248423 (MCI)	1-202-477-6391	rwandainfo@worldbank.org

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Honorable Dr. Uzziel Ndagijimana

Authorized Representative

Name: Honorable Dr. Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 27-Apr-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Sahr Kpundeh

Authorized Representative

Name: Sahr Kpundeh

Title: Country Manager, World Bank, Rwanda

Date: 26-Apr-2024

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SCHEDULE 1

Project Description

The objective of the Project is to restore the connectivity in areas of Rwanda affected by floods and landslides in a climate-resilient manner.

The Project consists of the following parts:

Part 1: Rehabilitation/ repair of damaged transport infrastructure in a resilient and safe manner to connect districts affected by floods

- 1.1 *Rehabilitation of national roads.* (a) Carrying out of the rehabilitation/repair of spots located on about 254 km of national roads in a climate resilient manner; and (b) Provision of related consulting services for technical studies, supervision and monitoring of civil works.
- 1.2. *Rehabilitation of district roads.* (a) Carrying out of the rehabilitation/ repair of spots located on about 130 km of district roads in a climate resilient manner; and (b) Provision of related consulting services for technical studies, supervision and monitoring of civil works.
- 1.3. *Rehabilitation of bridges.* (a) Carrying out of the rehabilitation/ repair of about 20 bridges in a climate resilient manner; and (b) Provision of related consulting services for technical studies, supervision and monitoring of civil works.

Part 2: Environment and social risk management, community engagement and awareness campaigns

Carrying out: (a) resettlement of the Project-Affected Persons along the road sections and bridges to be rehabilitated; (b) risks mitigation, community and stakeholders' engagement including establishing and operating the grievance mechanism and training on disaster risk management and mitigation; (c) enhancing capacity of climate resilience committees led by women; and (d) comprehensive road safety measures including training and awareness campaigns for school children, motorbike and vehicle drivers, local communities, and other road users in the Project Area.

Part 3: Implementation support, monitoring and capacity building

- 3.1. Carrying out Project management including undertaking among others procurement, financial management and environmental and social risks management.
- 3.2. Carrying out technical assistance and capacity building for RTDA, MININFRA and MINEMA (including for gender, climate change mitigation and adaption,

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procurement, contract management, road construction and environment and social risks management).

3.3. Carrying out Project monitoring and evaluation.

Part 4: Contingent Emergency Response Component

Providing immediate response to an Eligible Crisis or Emergency, as needed.

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SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall designate and charge the Ministry of Infrastructure (through Rwanda Transport Development Agency) with overall responsibility for Project coordination and implementation.

2. Steering Committee

- (a) The Recipient shall maintain throughout Project implementation the Steering Committee, co-chaired by the Permanent Secretaries in the Ministry of Infrastructure and Ministry of Emergency Management, and comprised of representatives from the Ministry of Finance and Economic Planning and Rwanda Transport Development Agency, and including such other ministries, agencies and decentralized entities as further detailed in the Project Implementation Manual.

- (b) The Steering Committee shall be responsible for: (i) providing overall strategic guidance and oversight to the Project, including establishing policy guidelines, policy coordination and addressing any inter-governmental issues; (ii) reviewing and approving annual work plans and budgets; (iii) reviewing the annual implementation performance report to be prepared by the implementing agencies, and compiled by the Ministry of Infrastructure, and overseeing the implementation of corrective actions, if needed and (iv) such other functions as may be further detailed in the Project Implementation Manual.

3. Single Project Implementation Unit

The Recipient shall maintain throughout Project implementation period the Project implementation unit within the Rwanda Transport Development Agency (Single Project Implementation Unit) with resources and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Association as may be further detailed in the Project Implementation Manual.

B. Subsidiary Agreement

1. To facilitate the carrying out of the RTDA's Respective Parts of the Project, the Recipient shall make the proceeds of the Financing allocated from time to time to respective Categories of the table set forth in Section III.1 of this Schedule available to the RTDA under a subsidiary agreement ("Subsidiary Agreement")

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between the Recipient and RTDA, under terms and conditions approved by the Association.

2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C Project Implementation Manual and the CERC Manual

1. The Recipient shall:
 - (a) prepare a Project implementation manual, in form and substance satisfactory to the Association, containing detailed arrangements and procedures for implementation of the Project including *inter alia*: (i) implementation arrangements including delineation of roles and responsibilities of various entities, institutions and agencies involved in Project implementation and their coordination and inter-relationships; (ii) disbursement arrangements, reporting requirements, financial management procedures and audit procedures; (iii) the procurement procedures, standard procurement documentation, contracts administration and management procedures; (iv) measures to mitigate fraud and corruption as well as other integrity and fiduciary risks; (v) environmental and social risks management; (vi) procedures for preparing and reviewing a consolidated annual work plan and budget for each Fiscal Year; (vii) monitoring and evaluation arrangements, reporting and communication, including performance indicators; and (viii) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
 - (b) (i) furnish to and exchange views with the Association on such manual promptly upon its preparation; (ii) thereafter adopt such manual as shall have been approved by the Association (“Project Implementation Manual” or “PIM”); and (iii) thereafter implement the Project in accordance with the PIM.
 - (c) not amend, suspend, abrogate, repeal or waive any provisions of the Project Implementation Manual without the prior written approval of the Association.
2. In the event of any conflict between the provisions of: (a) the Project Implementation Manual; and (b) those of this Agreement, the provisions of this Agreement shall prevail.

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3. In order to ensure the proper implementation of Part 4 of the Project (“Contingent Emergency Response Component” or “CERC”), the Recipient shall:
 - (a) prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the CERC, including: (i) designation of, terms of reference for and resources to be allocated to the entity to be responsible for coordinating and implementing the CERC (“Coordinating Agency”); (ii) specific activities which may be included in the CERC, eligible expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the CERC; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CERC; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social risks management frameworks for the CERC, consistent with the Association policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC;
 - (b) afford the Association a reasonable opportunity to review said proposed operations manual;
 - (c) promptly adopt such operations manual for the CERC as shall have been approved by the Association (“CERC Manual”);
 - (d) ensure that Part 4 of the Project is carried out in accordance with the CERC Manual; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Manual without prior written approval by the Association.
4. In the event of any conflict between the provisions of: (a) the CERC Manual; and (b) those of this Agreement, the latter shall prevail.

D. Environmental and Social Standards

1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:

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- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

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6. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

E. Annual Work Plans

1. The Recipient shall prepare and furnish to the Association not later than March 31 of each Fiscal Year during the implementation of the Project (beginning in calendar year 2025), a consolidated work plan and budget containing *inter alia*: (i) all activities proposed to be implemented under the Project during the following Fiscal Year; (ii) proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor - including the portion of the counterpart funds to be made available in that year for purposes of defraying the costs of VAT levied under Part 1 of the Project - and disbursement schedule; and (iii) the training plan for such period.
2. The Recipient shall ensure that in preparing any training plan proposed for inclusion in an annual work plan and budget it shall identify in the training plan: (i) the objective and content of the Training envisaged; (ii) the selection method of the institutions or individuals conducting such Training, and said institutions if already known; (iii) the expected duration and an estimate of the cost of said Training; and (iv) the selection method of the personnel who will attend the Training, and number and names of such personnel if already known.
3. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed annual work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan”).
4. The Recipient shall not make, or allow to be made, any changes to the approved Annual Work Plan without prior approval in writing by the Association.
5. Without limitation on the provisions of Part E of this Section, the Recipient shall prepare and furnish to the Association the first proposed Annual Work Plan and required under the Project not later than one month after the Effective Date.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall furnish to the Association each Project Report not later than forty-five days after the end of each calendar quarter, covering the calendar quarter.

B. Mid-term review

1. No later than twenty-four (24) months after the Effective Date, the Recipient shall, in conjunction with the Association, carry out a mid-term review of the Project (the “Mid-term Review”), covering the progress achieved in the implementation of the Project.
2. For the purpose of facilitating mid-term review, the Recipient shall prepare – terms of reference satisfactory to the Association – and furnish to the Association not less than three (3) months prior to the beginning of the Mid-term Review, a report integrating the results of the Project’s monitoring and evaluation activities, on the progress achieved in the carrying out of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective of the Project during the period following such date.
3. Following the Mid-term Review, the Recipient shall act promptly and diligently in order to take, or cause to be taken, measures recommended to ensure the efficient completion of the Project and the achievement of the objective as well as any corrective action deemed necessary by the Association to remedy any shortcoming

Section III. Withdrawal of the Proceeds of the Financing

A. General

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

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Category	Amount of the Financing Allocated (expressed in USD)	Percentage of Expenditures to be Financed
(1) Goods, works, non-consulting services, Operating Costs, Training, and consulting services for Part 1 of the Project (other than Resettlement Costs)	76,000,000	100% (inclusive of Taxes, other than VAT)
(2) Goods, works, non-consulting services, Operating Costs, Training, and consulting services for Parts 2 and 3 of the Project (other than Resettlement Costs)	2,300,000	100% (inclusive of Taxes)
(3) Resettlement Costs under the Project	1,700,000	100% (inclusive of Taxes)
(4) Emergency Expenditures under Part 4 of the Project	0	100% (inclusive of Taxes)
TOTAL AMOUNT	80,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date.
 - (b) under Category (4) until: (i) the Recipient's relevant authority has declared a disaster, emergency or catastrophic event in Recipient's territory; (ii) the Association and the Recipient have agreed in writing to address such disaster, emergency or catastrophic event under Part 4 of the Project and in accordance with the provisions of this Agreement; (iii) the Recipient has ensured that any environmental and social risks management instruments required for said activities have been duly prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the applicable provisions of the CERC Manual; (iv) the Coordinating Agency in charge of coordinating and implementing the CERC has/ have adequate staff and resources, for the purposes of said activities; and (v) the Recipient has adopted a CERC Manual in

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accordance with the provisions of Section I.C.3 of Schedule 2 to this Agreement.

2. Notwithstanding the provisions of Article II, Section 2.06 of the General Conditions and pursuant to Article V, Section 5.03 of the General Conditions - which requires the Recipient to provide or cause to be provided, promptly as needed, the funds, facilities, services and other resources required for the Project - the Recipient (through MINECOFIN) shall provide or cause to be provided promptly as needed funds required to pay for VAT levied on or in respect of Eligible Expenditures under Category 1 of the table set forth above (including goods, works and services for Part 1 of the Project), or on their importation, manufacture, procurement or supply.
3. The Closing Date is September 29, 2028.

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SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 15 and December 15:	
commencing June 15, 2034 to and including December 15, 2073_____	1.25%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to renumbered Section 3.03 (b) (originally numbered Section 3.05 (b)) of the General Conditions.

APPENDIX

1. “Annual Work Plan” means the work plan and budget prepared annually by the Recipient and approved by the Association in accordance with Section I.E of Schedule 2 to this Agreement; and “Annual Work Plans” means more than one Annual Work Plan.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CERC Manual” means the manual to be prepared and adopted by the Recipient in accordance with the provisions of Section I.C.3(c) of the Schedule 2 to the Agreement, as the manual may be revised from time to time in accordance with the provisions of Section I.C.3 (e) of the Schedule 2 to the Agreement.
5. “District” means an administrative subdivision of the Recipient, established pursuant to the Recipient’s law no. 065/2021 of October 9, 2021.
6. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
7. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the CERC Manual in accordance with the provisions of Section I.C.3(a)(ii) of the Schedule 2 to this Agreement and required for the activities included in Part 4 of the Project.
8. “Environmental and Social Commitment Plan” and the acronym “ESCP” mean the environmental and social commitment plan for the Project, dated March 28, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
9. “Environmental and Social Standards” and the acronym “ESSs” mean, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii)

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“Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

10. “Fiscal Year” and the acronym “FY” mean each fiscal year of the Recipient, the twelve-month period starting on July 1 and ending on June 30 of the following year.
11. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (last revised on July 15, 2023).
12. “Ministry of Emergency Management” and the acronym “MINEMA” mean the Recipient’s ministry in charge of emergency management.
13. “Ministry of Finance and Economic Planning” and the acronym “MINECOFIN” mean the Recipient’s ministry in charge of finance or its successor thereto.
14. “Ministry of Infrastructure” and the acronym “MININFRA” mean the Recipient’s ministry in charge of infrastructure or its successor thereto.
15. “Operating Costs” means the reasonable incremental expenses arising under the Project, and based on the Annual Work Plan, and consisting of, audit fees, expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, bank fees, communication and insurance costs, internet service charges, media and advertising expenses, office administration costs, utilities, rental, consumables, accommodation, travel and per diem, and salaries of Project staff, but excluding the salaries of the Recipient’s civil servants, meeting allowances, other sitting allowances, salary top ups and all honoraria.
16. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.

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17. “Project Area” means the area in the Recipient’s territory comprising the Districts listed in in Project Implementation Manual (and other Districts agreed in writing by Recipient and the Association) where the Project will be implemented.
18. “Project Affected Person” means a person who, on account of the implementation of Project activities, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction or access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and term “Project Affected Persons” means the plural thereof.
19. “Project Implementation Manual” and the acronym “PIM” mean the manual referred to in Section I.C.1 (b)ii of Schedule 2 to this Agreement as the same may be amended from time to time with the prior written approval of the Association.
20. “Project Implementing Entity” means RTDA with which the Association will enter into a Project Agreement and/or the Recipient will enter into a Subsidiary Agreement.
21. “Resettlement Costs” means the expenditures incurred by the Recipient on account of implementation of the resettlement action plan(s), as approved by the Association, and which consist of the costs to finance expenditures cash payments for compensation or other cash payments for assistance due to Project Affected Persons or for the cost of land acquisition related to the activities to be carried out under the Project, and which resettlement costs are hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.
22. “Rwanda Transport Development Agency” and the acronym “RTDA” mean the Recipient’s entity responsible for managing and monitoring all activities in the transport sector established and operating pursuant to Recipient’s law no. 02/ 2010 of January 20, 2010 (as amended by law no. 29/2014 of August 12, 2014) and whose mission includes managing and maintaining national road network and implementation of Recipient’s government policy on roads, railways, cable cars as well as road and waterways transport infrastructure or the legal successor thereto.
23. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
24. “Steering Committee” means committee referred to in Section I.A.2(a) of Schedule 2 to this Agreement.

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25. “Subsidiary Agreement” any of the agreements referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to RTDA.
26. “Training” means the costs associated with training, workshops and study tours provided under the Project, based on the Annual Work Plan approved by the Association pursuant to Section I.E.3 of Schedule 2 to this Agreement consisting of reasonable expenditures (other than expenditures for consultants’ services) for: (i) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses.
27. “VAT” means the value added tax charged by the Recipient - under Recipient’s law no. 37/2012 of November 9, 2012 as modified and complemented by law no. 02/2012 of February 25, 2015, as amended from time to time - on supplies of goods and services in Rwanda and on imported goods and services.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.
2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:

“66. “Interest Charge” means the interest charge for the purpose of Section 3.07.
3. Paragraph 100 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to “Service Charge” or “Service Charges” in any provision of the General Conditions is deleted.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 062/01 ryo ku wa 26/06/2024 ryemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni mirongo inani z'Amadorari y'Abanyamerika (USD 80.000.000), igenewe umushinga w'u Rwanda wo gusana imihanda ihuza uturere twibasiwe n'ibiza, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Mata 2024	Seen to be annexed to Presidential Order n° 062/01 of 26/06/2024 ratifying the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of eighty million United States Dollars (USD 80,000,000) for Rwanda emergency connectivity restoration project, signed in Kigali, Rwanda, on 27 April 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 062/01 du 26/06/2024 ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de quatre-vingt millions de Dollars Américains (80.000.000 USD) pour le projet de restauration de la connectivité d'urgence au Rwanda, signé à Kigali, au Rwanda, le 27 avril 2024
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Kigali, 26/06/2024

(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° 063/01 RYO KU WA 26/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA KOWETI GITSURA AMAJYAMBERE Y'UBUKUNGU MU BIHUGU BY'ABARABU, YEREKERANYE N'INGUZANYO YA MILIYONI ESHESHATU Z'AMADINARI YA KOWETI (K.D 6.000.000), IGENEWE UMUSHINGA W'UMUHANDA MUHANGA-RUBENGERA, YASHYIRIWEHO UMUKONO I NAIROBI MURI KENYA, KU WA 30 GICURASI 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y'ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	PRESIDENTIAL ORDER N° 063/01 OF 26/06/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT, RELATING TO THE LOAN OF SIX MILLION KUWAITI DINARS (K.D 6,000,000) FOR MUHANGA-RUBENGERA ROAD PROJECT, SIGNED IN NAIROBI, KENYA, ON 30 MAY 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	ARRÊTÉ PRÉSIDENTIEL N° 063/01 DU 26/06/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS KOWEITIEN POUR LE DÉVELOPPEMENT ÉCONOMIQUE ARABE, RELATIF AU PRÊT DE SIX MILLIONS DE DINARS KOWEITIENS (6.000.000 K.D) POUR LE PROJET DE ROUTE MUHANGA-RUBENGERA, SIGNÉ À NAIROBI, AU KENYA, LE 30 MAI 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Ratification <u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté <u>Article 3:</u> Disposition linguistique <u>Article 4:</u> Entrée en vigueur
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ITEKA RYA PEREZIDA N° 063/01 RYO KU WA 26/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA KOWETI GITSURA AMAJYAMBERE Y'UBUKUNGU MU BIHUGU BY'ABARABU, YEREKERANYE N'INGUZANYO YA MILIYONI ESHESHATU Z'AMADINARI YA KOWETI (K.D 6.000.000), IGENEWE UMUSHINGA W'UMUHANDA MUHANGA-RUBENGERA, YASHYIRIWEHO UMUKONO I NAIROBI MURI KENYA, KU WA 30 GICURASI 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168; Dushingiye ku Itegeko n° 068/2024 ryo ku wa 26/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cya Koweti Gitsura Amajyambere y'Ubukungu mu Bihugu by'Abarabu, yerekeranye	PRESIDENTIAL ORDER N° 063/01 OF 26/06/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT, RELATING TO THE LOAN OF SIX MILLION KUWAITI DINARS (K.D 6,000,000) FOR MUHANGA-RUBENGERA ROAD PROJECT, SIGNED IN NAIROBI, KENYA, ON 30 MAY 2024 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168; Pursuant to Law n° 068/2024 of 26/06/2024.approving the ratification of the Loan Agreement between the Republic of Rwanda and the Kuwait Fund for Arab Economic Development, relating to the loan of six million Kuwaiti Dinars (K.D 6,000,000) for	ARRÊTÉ PRÉSIDENTIEL N° 063/01 DU 26/06/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS KOWEITIEN POUR LE DÉVELOPPEMENT ÉCONOMIQUE ARABE, RELATIF AU PRÊT DE SIX MILLIONS DE DINARS KOWEITIENS (6.000.000 K.D) POUR LE PROJET DE ROUTE MUHANGA-RUBENGERA, SIGNÉ À NAIROBI, AU KENYA, LE 30 MAI 2024 Nous, KAGAME Paul, Président de la République; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168; Vu la Loi n° 068/2024 du 26/06/2024 approuvant la ratification de l'Accord de prêt entre la République du Rwanda et le Fonds Koweitien pour le Développement Économique Arabe, relatif au prêt de six millions de Dinars koweitiens (6.000.000 K.D)
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n'inguzanyo ya miliyoni esheshatu z'Amadinari ya Koweti (6.000.000 K.D) igenewe umushinga w'umuhanda Muhanga-Rubengera, yashyiriweho umukono i Nairobi muri Kenya, ku wa 30 Gicurasi 2024; Tumaze kubona Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cya Koweti Gitsura Amajyambere y'Ubukungu mu Bihugu by'Abarabu, yerekeranye n'inguzanyo ya miliyoni esheshatu z'Amadinari ya Koweti (K.D 6.000.000) igenewe umushinga w'umuhanda Muhanga-Rubengera, yashyiriweho umukono i Nairobi muri Kenya, ku wa 30 Gicurasi 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 Repubulika y'u Rwanda n'Ikigega cya Koweti Gitsura Amajyambere y'Ubukungu mu Bihugu by'Abarabu, yerekeranye	the Muhanga-Rubengera road project, signed in Nairobi, Kenya, on 30 May 2024; Considering the Loan Agreement between the Republic of Rwanda and the Kuwait Fund for Arab Economic Development, relating to the loan of six million Kuwaiti Dinars (K.D 6,000,000) for the Muhanga-Rubengera road project, signed in Nairobi, Kenya, on 30 May 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 Republic of Rwanda and the Kuwait Fund for Arab Economic Development, relating to the loan of six million Kuwaiti Dinars (K.D 6,000,000) for	pour le projet de route Muhanga-Rubengera, signé à Nairobi, Kenya, le 30 mai 2024; Considérant l'Accord de prêt entre la République du Rwanda et le Fonds Koweitien pour le Développement Économique Arabe, relatif au prêt de six millions de Dinars koweitiens (6.000.000 K.D) pour le projet de route Muhanga-Rubengera, signé à Nairobi, au Kenya, le 30 mai 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 la République du Rwanda et le Fonds Koweitien pour le Développement Économique Arabe, relatif au prêt de six millions de Dinars koweitiens
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n'inguzanyo ya miliyoni esheshatu z'Amadinari ya Koweti (K.D 6.000.000) igenewe umushinga w'umuhanda Muhanga-Rubengera, yashyiriweho umukono i Nairobi muri Kenya, ku wa 30 Gicurasi 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'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 3: Ingingo y'ururimi</u> Iri teka ryateguwe mu rurimi rw'Icyongereza. <u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	the Muhanga-Rubengera road project, signed in Nairobi, Kenya, on 30 May 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 Infrastructure are entrusted with the implementation of this Order. <u>Article 3: Language provision</u> This Order was drafted in English. <u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	(6.000.000 K.D) pour le projet de route Muhanga-Rubengera, signé à Nairobi, au Kenya, le 30 mai 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 des Infrastructures sont chargés de l'exécution du présent arrêté. <u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en anglais. <u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/06/2024

(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° 063/01 RYO KU WA 26/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA KOWETI GITSURA AMAJYAMBERE Y'UBUKUNGU MU BIHUGU BY'ABARABU, YEREKERANYE N'INGUZANYO YA MILIYONI ESHESHATU Z'AMADINARI YA KOWETI (K.D 6.000.000), IGENEWE UMUSHINGA W'UMUHANDA MUHANGA-RUBENGERA, YASHYIRIWEHO UMUKONO I NAIROBI MURI KENYA, KU WA 30 GICURASI 2024	ANNEX TO PRESIDENTIAL ORDER N° 063/01 OF 26/06/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT, RELATING TO THE LOAN OF SIX MILLION KUWAITI DINARS (K.D 6,000,000) FOR MUHANGA- RUBENGERA ROAD PROJECT, SIGNED IN NAIROBI, KENYA, ON 30 MAY, 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 063/01 DU 26/06/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS KOWEITIEEN POUR LE DÉVELOPPEMENT ÉCONOMIQUE ARABE, RELATIF AU PRÊT DE SIX MILLIONS DE DINARS KOWEITIENS (6.000.000 K.D) POUR LE PROJET DE ROUTE MUHANGA- RUBENGERA, SIGNÉ À NAIROBI, AU KENYA, LE 30 MAI 2024
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AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA KOWETI GITSURA AMAJYAMBERE Y'UBUKUNGU MU BIHUGU BY'ABARABU, YEREKERANYE N'INGUZANYO YA MILIYONI ESHESHATU Z'AMADINARI YA KOWETI (K.D 6.000.000), IGENEWE UMUSHINGA W'UMUHANDA MUHANGA-RUBENGERA, YASHYIRIWEHO UMUKONO I NAIROBI MURI KENYA, KU WA 30 GICURASI 2024	LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT, RELATING TO THE LOAN OF SIX MILLION KUWAITI DINARS (K.D 6,000,000) FOR MUHANGA- RUBENGERA ROAD PROJECT, SIGNED IN NAIROBI, KENYA, ON 30 MAY, 2024	ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS KOWEITIEN POUR LE DÉVELOPPEMENT ÉCONOMIQUE ARABE, RELATIF AU PRÊT DE SIX MILLIONS DE DINARS KOWEITIENS (6.000.000 K.D) POUR LE PROJET DE ROUTE MUHANGA-RUBENGERA, SIGNÉ À NAIROBI, AU KENYA, LE 30 MAI 2024
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ORIGINAL : ARABIC

LOAN NUMBER : 1058

LOAN AGREEMENT

**MUHANGA – RUBENGERA ROAD PROJECT
(MUHANGA – NYANGE SECTION)**

BETWEEN

REPUBLIC OF RWANDA

AND

KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT



DATED: 30/5 /2024

LOAN AGREEMENT

AGREEMENT, dated between Republic of Rwanda (hereinafter called the Borrower) of the first part, and Kuwait Fund for Arab Economic Development (hereinafter called the Fund) of the second part.

WHEREAS the Borrower has requested the Fund to assist in the financing of Muhanga – Rubengera Road Project (Muhanga – Nyange Section) described in Schedule 2 to this Agreement (hereinafter called the Project) by providing a loan (hereinafter called the Loan);

WHEREAS the Borrower has undertaken to provide all other sums which shall be required, in addition to the Loan, for carrying out of the Project and any cost over-runs that may occur whether in local or foreign currencies;

WHEREAS the purpose of the Fund is to assist Arab and other developing countries in developing their economies and to provide them with loans required for the execution of their development projects and programmes;

WHEREAS the Fund is convinced of the importance and benefits of the Project in contributing to the development of the Borrower's economy; and

WHEREAS the Fund has agreed, on the basis, *inter alia* of the foregoing, to provide the Loan to the Borrower on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

The Loan; Interest and Other Charges; Repayment; Place of Payment

SECTION 1.01. The Fund agrees to lend to the Borrower, on the terms and conditions set forth in this Agreement or herein referred to, an amount equivalent to Kuwaiti Dinars Six million (K.D.6,000,000/-).

SECTION 1.02. The Borrower shall pay interest at the rate of one percent (1%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time. Interest shall accrue from the respective dates on which amounts shall be so withdrawn.

SECTION 1.03. An additional charge of one half of one percent ($\frac{1}{2}$ of 1%) per annum on the amounts withdrawn from the Loan and outstanding from time to time shall be paid to meet the administrative expenses and the expenses of implementing this Agreement.

SECTION 1.04. In the event that the Fund, pursuant to Section 3.02 of this Agreement, enters into a special irrevocable commitment at the request of the

Borrower, a charge for such special commitment shall be paid by the Borrower at the rate of one half of one percent ($\frac{1}{2}$ of 1%) per annum on the principal amount of any such special commitment outstanding from time to time.

SECTION 1.05. Interest and other charges shall be computed on the basis of a 360-day year of twelve 30-day months for any period less than a full one half of a year.

SECTION 1.06. The Borrower shall repay the principal of the Loan in accordance with the provisions for amortization of the Loan set forth in Schedule 1 to this Agreement.

SECTION 1.07. Interest and other charges shall be payable semi-annually on 15th January and 15th July of each year.

SECTION 1.08. The Borrower shall have the right, upon payment of all accrued interest and all other charges, and upon not less than 45 days notice to the Fund, to repay in advance of maturity: (a) all of the principal amount of the Loan at the time outstanding or (b) all of the principal amount of any one or more maturities, provided that after such prepayment there shall not be outstanding any portion of the Loan maturing after the portion to be prepaid.

SECTION 1.09. The principal of, and interest and other charges on, the Loan shall be paid at Kuwait or at such other places as the Fund shall reasonably request.

ARTICLE II

Currency Provisions

SECTION 2.01. All accounts of the financial transactions made pursuant to this Agreement shall be, and all sums falling due thereunder shall be payable, in Kuwaiti Dinars.

SECTION 2.02. The Fund will purchase, at the request of and acting as an agent for the Borrower, such currencies as may be required for payment of the cost of goods to be financed from the Loan under this Agreement, or for reimbursement of such cost in the currency in which it was actually incurred. The amount, which shall be deemed to have been withdrawn from the Loan in any such case, shall be equal to the amount of Kuwaiti Dinars, required for the purchase of the respective amount of foreign currency.

SECTION 2.03. When repayment of principal or payment of interest and other charges on the Loan is being made, the Fund may, at the request of and acting as an agent for the Borrower, purchase the amount of Kuwaiti Dinars required for such repayment or payment, as the case may be, against payment by the Borrower of the amount required for such purchase in currency or currencies, as may be acceptable from time to time to the Fund.

Any payment to the Fund required under this Agreement shall not be deemed to have been effected except from the time and to the extent that Kuwaiti Dinars have actually been received by the Fund.

SECTION 2.04. Whenever it shall be necessary for the purposes of this Agreement to determine the value of one currency in terms of another, such value shall be as reasonably determined by the Fund.

ARTICLE III

Withdrawal and Use of Proceeds of the Loan

SECTION 3.01. The Borrower shall be entitled to withdraw from the Loan amounts expended or to be expended for the Project in accordance with the provisions of this Agreement.

Except as the Fund may otherwise agree, no amount shall be withdrawn from the Loan on account of expenses incurred prior to the date of 1st January 2022.

SECTION 3.02. Upon the Borrower's request and upon such terms and conditions as shall be agreed upon between the Borrower and the Fund, the Fund may enter into special irrevocable commitments in writing to pay amounts to the Borrower or others in respect of the cost of goods to be financed under this Agreement notwithstanding any subsequent cancellation of the Loan or suspension of the right of the Borrower to make withdrawals from the Loan.

SECTION 3.03. When the Borrower shall desire to withdraw any amount from the Loan or to request the Fund to enter into a special irrevocable commitment pursuant to Section 3.02, the Borrower shall deliver to the Fund a written application in such form, and containing such statements, agreements and other documents as the Fund shall reasonably request. Applications for withdrawal, with the necessary documentation as hereinafter in this Article provided, shall, except as the Borrower and the Fund shall otherwise agree, be made promptly in relation to expenditures for the Project.

SECTION 3.04. The Borrower shall furnish to the Fund such documents and other evidence in support of the application for withdrawal, as the Fund shall reasonably request, whether before or after the Fund shall have permitted any withdrawal requested in the application.

SECTION 3.05. Each application for withdrawal and the accompanying documents and other evidence must be sufficient in form and substance to satisfy the Fund that the Borrower is entitled to withdraw from the Loan the amount applied for and that the amount to be withdrawn from the Loan is to be used only for the purposes specified in this Agreement.

SECTION 3.06. The Borrower shall apply the proceeds of the Loan exclusively to financing the reasonable cost of goods required to carry out the Project

described in Schedule 2 to this Agreement. The specific goods to be financed out of the proceeds of the Loan and the methods and procedures for procurement of such goods shall be determined by agreement between the Borrower and the Fund, subject to modification by further agreement between them.

SECTION 3.07. The Borrower shall cause all goods financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project.

SECTION 3.08. Payment by the Fund of amounts, which the Borrower is entitled to withdraw from the Loan, shall be made to or on the order of the Borrower.

SECTION 3.09. The right of the Borrower to make withdrawals from the Loan shall terminate on 31st December 2029 or such other date as may from time to time be agreed between the Borrower and the Fund.

ARTICLE IV

Particular Covenants

SECTION 4.01. The Borrower shall make arrangements satisfactory to the Fund for making the proceeds of the Loan available to the Ministry of Infrastructure (hereinafter called the "Ministry") which shall be entrusted with carrying out the Project through Rwanda Transport Development Agency (hereinafter called the "RTDA"), or, any successor entity thereto acceptable to the Fund;

SECTION 4.02. The Borrower shall make or cause to be made available promptly as needed all other sums which shall be required, in addition to the Loan, for the carrying out of the Project, all such sums to be made available on terms and conditions consistent with obligations of the Borrower under this Agreement.

SECTION 4.03. The Borrower shall cause RTDA to furnish to the Fund, promptly upon their preparation, the studies of, and the plans and specifications for, the Project, the schedules of its execution and any material modifications subsequently made therein, in such detail as the Fund may from time to time request.

SECTION 4.04. The Borrower shall cause RTDA to carry out the Project with due diligence and efficiency and in conformity with sound engineering, administrative and financial practices, and shall provide promptly as needed the funds, facilities, services and other resources required for the execution, operation and maintenance of the Project.

SECTION 4.05. With a view to facilitate the smooth implementation of the Project, the Borrower shall cause the RTDA to continue the use of its Single Project Implementation Unit (hereinafter referred to as the Unit), which is currently headed by a competent engineer acting as a Coordinator, supported by sufficient and experienced technical and financial staff. The Unit is charged with the responsibility of following-up and coordinating the construction activities of the Project and is vested with all powers, facilities and resources necessary to enable it to undertake its tasks effectively.

SECTION 4.06. In carrying out the Project, the Borrower shall cause the RTDA to employ engineering consultants acceptable to, and upon terms and conditions satisfactory to the Fund.

SECTION 4.07. Unless otherwise agreed by the Fund, awarding of the contracts for the execution of the Project, which are to be financed from the Loan, and any amendments thereto shall be subject to the Fund's approval.

SECTION 4.08. The Borrower shall cause the RTDA to take all such action as shall be necessary to acquire, as and when needed, prior to the commencement works of the Project, all such land, and rights in respect of lands as shall be required, for construction and operation of the Project, and shall provide fair and adequate compensation to those affected by the land acquisition.

SECTION 4.09. The Borrower shall cause RTDA to maintain records adequate to identify the goods financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof), and to reflect in accordance with consistently maintained sound accounting practices the operations and financial position of RTDA. The Borrower shall further afford all reasonable opportunity for accredited representatives of the Fund to make visits for purposes related to the Loan, and to inspect the Project, the goods and any relevant records and documents, and shall furnish the Fund all such information as the Fund shall reasonably request concerning the expenditure of the proceeds of the Loan, the Project, the goods and the operations and financial position of RTDA in respect of the Project.

SECTION 4.10. The Borrower shall cause RTDA to insure with responsible insurers all goods financed out of the proceeds of the Loan. Such insurance shall cover such marine, transit and other hazards incident to purchase and importation of the goods into the territories of the Borrower and delivery thereof to the site of the Project, and shall be for such amounts as shall be consistent with sound commercial practices. Such insurance shall be payable in the currency in which the cost of the goods insured thereunder shall be payable, or in freely convertible currency.

The Borrower shall cause the Agency to take out and maintain, with responsible insurers, insurance against risks related to the implementation of the Project in such amounts as shall be consistent with sound commercial practices.

SECTION 4.11. The Borrower and the Fund shall cooperate fully to ensure that the purposes of the Loan will be accomplished. To that end, the Borrower shall cause RTDA to furnish to the Fund every 3 months, from the date of this Agreement, periodic reports on the execution of the Project and the general status of the Loan as well as all other information as the Fund shall reasonably request in relation to the Project and the Loan.

The Borrower and the Fund shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the

Loan and the maintenance of the service thereof. The Borrower shall promptly inform the Fund of any condition which interferes or threatens to interfere with the accomplishment of the purposes of the Loan (including substantial increase in the cost of the Project) or the maintenance of the service thereof.

SECTION 4.12. The Borrower shall take or cause to be taken all action which shall be necessary on its part to execute the Project and shall not take, or permit to be taken, any action which would prevent or interfere with the execution or operation of the Project or the performance of any of the provisions of this Agreement.

SECTION 4.13. The Borrower shall endeavour to ensure that the completion and operation of the Project coincides with the operation of the Rubengera – Muhanga Corridor.

SECTION 4.14. The Borrower shall cause RTDA to ensure that measures required in the course of Project implementation on the part of other public utilities departments, such as electricity, water or telephone, shall be coordinated with the timeframe of its execution.

SECTION 4.15. The Borrower shall take, or cause to be taken, all necessary measures to ensure that RTDA continues to be in charge of the execution, management and maintenance of the Project, and shall be adequately staffed by competent personnel, including engineers and other technical personnel as well as social and environmental specialists, and staff specialized in procurement and accountancy.

SECTION 4.16. The Borrower shall cause RTDA to continue to adequately maintain and repair, or cause to be adequately maintained and repaired, its roads, and bridges in accordance with appropriate engineering standards and with due regard to financial and economic requirements, and shall provide promptly as needed, the funds, facilities, services and other resources required for the purpose, including adequate budgetary allocations to the Road Maintenance Fund.

SECTION 4.17. The Borrower shall continue to ensure that the dimensions and axle loads of vehicles using its roads shall be consistent with the structural and geometric design standards of these roads. To that end, the Borrower shall install and operate an effective axle load control system and enforce the prescribed axle load regulations.

SECTION 4.18. The Borrower shall take all necessary action for the protection of the environment and to ensure that the Project is carried out and operated in accordance with ecological and environmental practices appropriate to its sites and conditions, take the necessary measures to mitigate any adverse effects the Project may have on the environment. To that end, the Borrower shall endeavour to replant an equivalent number of trees to those which shall be removed as result of construction works on the site of the Project.

SECTION 4.19. The Borrower shall cause RTDA to operate and maintain the Project, and operate and maintain structures and other works and

facilities not included in the Project but necessary for the proper and efficient operation thereof, in accordance with sound engineering, financial and administrative practices.

SECTION 4.20. The Borrower shall ensure that the RTDA, or any successor entity acceptable to the Fund, will continue to function at all times under rules and regulations and have such powers, management and administration as are necessary for the diligent and efficient carrying out and operation of the Project.

The Borrower shall in the spirit of good cooperation prevailing between the two parties inform the Fund of any proposed action which would affect the nature or constitution of RTDA, or any successor entity acceptable to the Fund, and shall afford the Fund all reasonable opportunity, in advance of taking such action, to exchange views with the Borrower with respect thereto.

SECTION 4.21. It is the mutual intention of the Borrower and the Fund that no other external debt shall enjoy any priority over the Loan by way of a lien hereafter created on governmental assets. To that end, the Borrower undertakes that, except as the Fund shall otherwise agree, if any lien shall be created on any assets of the Borrower as security for an external debt, such lien will ipso facto equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan, and that in the creation of any such lien express provision will be made to that effect; provided, however, that the foregoing provisions of this Section shall not apply to:

- (i) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property;
- (ii) any lien on commercial goods to secure a debt maturing not more than one year after the date on which it is originally incurred and to be paid out of the proceeds of the sale of such commercial goods; or
- (iii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

The term 'assets of the Borrower' as used in this Section includes assets of the Borrower or of any of its political subdivisions or of any entity owned or controlled by the Borrower or by any such political subdivisions, including the Central Bank of the Borrower or any other institution performing the functions of a Central Bank and the term lien includes mortgages, pledges, charges, privileges and priorities of any kind.

SECTION 4.22. The principal of, and interest on the Loan and all other charges shall be paid without deduction for, and free from any tax in force or charges under the laws of the Borrower or laws in effect in its territories whether at present or in the future.

SECTION 4.23. This Agreement shall be free from any taxes, imposts, levies, fees and dues of any nature imposed under the laws of the Borrower or laws in

effect in its territories, whether at present or in the future, on or in connection with the execution, issuance, delivery or registration thereof and the Borrower shall pay or cause to be paid all such taxes, imposts, levies and dues, if any, imposed under the laws of the country or countries in whose currency the Loan may be repaid.

SECTION 4.24. The principal of, and interest and other charges on, the Loan shall be paid free from all restrictions including exchange restrictions imposed under the laws of the Borrower or laws in effect in its territories.

SECTION 4.25. All Fund documents, records, correspondence and similar material shall be considered by the Borrower as confidential matters and the Borrower shall accord the Fund in respect thereof full immunity from censorship and inspection.

SECTION 4.26. All Fund assets and income shall be exonerated from nationalization, confiscation and seizure.

ARTICLE V

Cancellation and Suspension

SECTION 5.01. The Borrower may by notice to the Fund cancel any amount of the Loan which the Borrower shall not have withdrawn prior to the giving of such notice, except that the Borrower may not so cancel any amount of the Loan in respect of which the Fund shall have entered into a special commitment pursuant to Section 3.02 of this Agreement.

SECTION 5.02. If any of the following events shall have happened and be continuing, the Fund may by notice to the Borrower suspend in whole or in part the right of the Borrower to make withdrawals from the Loan:

- (a) A default shall have occurred in the payment of principal or interest or any other payment required under this Agreement or any other loan agreement between the Borrower and the Fund;
- (b) A default shall have occurred in the performance of any other covenant or agreement on the part of the Borrower under this Agreement;
- (c) The Fund shall have suspended in whole or in part the right of the Borrower to make withdrawals under any other loan agreement between the Borrower and the Fund because of a default on the part of the Borrower;
- (d) An extraordinary situation shall have arisen which shall make it improbable that the Borrower will be able to perform its obligations under this Agreement.

Any event occurring after the date of this Agreement and prior to the effective date which would have entitled the Fund to suspend the Borrower's right to make withdrawals if this Agreement had been effective on the date such event occurred, will entitle the Fund to suspend withdrawals under the Loan exactly as if it had occurred after the effective date.

The right of the Borrower to make withdrawals under the Loan shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist or until the Fund shall have notified the Borrower that the right to make withdrawals has been restored; provided, however, that in the case of any such notice of restoration the right to make withdrawals shall be restored only to the extent and subject to the conditions specified in such notice, and no such notice shall affect or impair any right, power or remedy of the Fund in respect of any other subsequent event described in this Section.

SECTION 5.03. If any event specified in paragraph (a) of Section 5.02 shall occur and shall continue for a period of thirty days after notice thereof shall have been given by the Fund to the Borrower, or if any event specified in paragraphs (b), (c) and (d) of Section 5.02 shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Fund to the Borrower, then at any subsequent time during the continuance thereof, the Fund at its option, may declare the principal and any accrued interest of the Loan to be due and payable immediately, and upon any such declaration such principal shall become due and payable immediately, anything in this Agreement to the contrary notwithstanding.

SECTION 5.04. If (a) the right of the Borrower to make withdrawals from the Loan shall have been suspended with respect to any amount of the Loan for a continuous period of thirty days, or (b) the date specified in Section 3.09 as the Closing Date an amount of the Loan shall remain unwithdrawn, the Fund may by notice to the Borrower terminate the right of the Borrower to make withdrawals with respect to such amount. Upon the giving of such notice such amount of the Loan shall be cancelled.

SECTION 5.05. No cancellation or suspension by the Fund shall apply to amounts subject to any special irrevocable commitment entered into by the Fund pursuant to Section 3.02 except as expressly provided in such commitment.

SECTION 5.06. Except as the Fund may otherwise agree any cancellation shall be applied *pro rata* to the several installments of the principal amount of the Loan maturing after the date of such cancellation.

SECTION 5.07. Notwithstanding any cancellation or suspension, all the provisions of this Agreement shall be continued in full force and effect except as in this Article specifically provided.

ARTICLE VI**Enforceability of this Agreement;
Failure to Exercise Rights; Arbitration**

SECTION 6.01. The rights and obligations of the Fund and the Borrower under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding any local law to the contrary. Neither the Borrower nor the Fund shall be entitled under any circumstances to assert any claim that any provision of this Agreement is invalid or unenforceable for any reason.

SECTION 6.02. No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Agreement upon any default shall impair any such right, power or remedy, or be construed to be a waiver thereof or an acquiescence in such default, nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

SECTION 6.03. Any controversy between the parties to this Agreement and any claim by either party against the other arising out of this Agreement shall be determined by agreement of the parties, and failing such agreement the controversy or claim shall be submitted to arbitration by an Arbitral Tribunal as provided in the following Section.

SECTION 6.04. The Arbitral Tribunal shall consist of three arbitrators appointed as follows: one arbitrator shall be appointed by the Borrower; the second arbitrator shall be appointed by the Fund; and the third arbitrator (hereinafter sometime called the Umpire) shall be appointed by agreement of the parties. In case any arbitrator appointed in accordance with this Section shall resign, die or become unable to act, a successor arbitrator shall be appointed in the same manner as hereinbefore prescribed for the appointment of the original arbitrator, and such successor, shall have all the powers and duties of such original arbitrator.

Arbitration proceedings may be instituted under this Section upon notice by either party to the other. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature and extent of the relief sought, and the name of the arbitrator appointed by the party instituting such proceedings.

Within thirty days after the giving of such notice, the other party shall notify the party instituting the proceedings of the name of the arbitrator appointed by such other party and failing this, such arbitrator shall be appointed by the President of the International Court of Justice upon the request of the party instituting the proceedings.

If within sixty days after the giving of the notice instituting the arbitration proceedings the parties shall not have agreed upon the Umpire, either party may request the President of the International Court of Justice to appoint the Umpire.

The Arbitral Tribunal shall convene for the first time at such time and place as shall be fixed by the Umpire. Thereafter, the Arbitral Tribunal shall determine where and when it shall sit.

Subject to the provision of this Section and except as the parties shall otherwise agree, the Arbitral Tribunal shall decide all questions relating to its competence and shall determine its procedure so as to afford a fair hearing to each party and shall determine the matters submitted to it whether both parties appear before it or in default of appearance of either of them. Decisions of the Arbitral Tribunal shall be by majority vote and it shall render its award in writing. Such award shall be signed, at least, by a majority of the members of the Arbitral Tribunal and a signed counterpart thereof shall be transmitted to each party. The award of the Arbitral Tribunal rendered in accordance with the provisions of this Section shall be final and binding upon the parties who shall abide by, and comply with such award.

The parties shall fix the amount of remuneration or fees of the arbitrators and such other persons as shall be required for the conduct of the arbitration proceedings. If the parties shall not agree on such amount before the Arbitral Tribunal shall convene, the Arbitral Tribunal shall fix such amount as shall be reasonable under the circumstances. Each party shall defray its own expenses in the arbitration proceedings. The costs of the Arbitral Tribunal shall be divided between and borne equally by the parties. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.

The Arbitral Tribunal shall apply the principles common under the current laws of the Borrower and the State of Kuwait, as well as the principles of justice.

SECTION 6.05. The provisions for arbitration set forth in the previous Section shall be in lieu of any other procedure for the determination of controversies between the parties to this Agreement and any claim by either party against the other party arising thereunder.

SECTION 6.06. Service of any notice or process in connection with any proceedings under this Article may be made in the manner provided in Section 7.01. The parties to this Agreement may waive any and all other requirements for the service of any such notice or process.

ARTICLE VII

Miscellaneous Provisions

SECTION 7.01. Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Except as otherwise provided in Section 8.03, such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail or facsimile to the party to which it is required or permitted to be given or made at such party's address specified in this Agreement, or at such other address as such party shall have designated by notice to the party giving such notice or making such request.

SECTION 7.02. The Borrower shall furnish to the Fund sufficient evidence of the authority of the person or persons who will sign the applications provided for in Article III or who will, on behalf of the Borrower, take any other action or execute any other documents required or permitted to be taken or executed by the Borrower under this Agreement, and the authenticated specimen signature of each such person.

SECTION 7.03. Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Agreement on behalf of the Borrower may be taken or executed by the Minister of Finance and Economic Planning of the Borrower or any person thereunto authorized in writing by the Minister. Any modification or amplification of the provisions of this Agreement may be agreed to on behalf of the Borrower by written instrument executed on behalf of the Borrower by his aforementioned representative or any person thereunto authorized in writing by the Minister; provided that, in the opinion of such representative, such modification or amplification is reasonable in the circumstances and will not substantially increase the obligations of the Borrower under this Agreement. The Fund may accept the execution by such representative or other person of any such instrument as conclusive evidence that in the opinion of such representative any modification or amplification of the provisions of this Agreement effected by such instrument is reasonable in the circumstances and will not substantially increase the obligations of the Borrower thereunder.

ARTICLE VIII

Effective Date; Termination

SECTION 8.01. This Agreement shall not become effective until evidence satisfactory to the Fund shall have been furnished to the Fund that the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized or ratified by all necessary governmental action.

SECTION 8.02. As part of the evidence to be furnished pursuant to Section 8.01, the Borrower shall furnish to the Fund an opinion or opinions of competent authority showing that this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and constitutes a valid and binding obligation upon the Borrower in accordance with its terms.

SECTION 8.03. Except as shall be otherwise agreed by the Fund and the Borrower, this Agreement shall come into force and effect on the date upon which the Fund dispatches by facsimile to the Borrower notice of its acceptance of the evidence required by Section 8.01.

SECTION 8.04. If all acts required to be performed pursuant to Section 8.01 shall not have been performed before ninety days after the signature of this Agreement or such other date as shall be agreed upon by the Fund and the Borrower, the Fund may at any time thereafter at its option terminate this Agreement

by notice to the Borrower. Upon the giving of such notice this Agreement and all obligations of the parties thereunder shall forthwith terminate.

SECTION 8.05. If and when the entire principal amount of the Loan and all interest and other charges, which shall have accrued, on the Loan shall have been paid, this Agreement and all obligations of the parties thereunder shall forthwith terminate.

ARTICLE IX

Definitions

SECTION 9.01. Except where the context otherwise requires, the following terms have the following meanings wherever used in this Agreement or any schedule hereto:

- (1) The term 'Project' means the project for which the Loan is provided, as described in Schedule 2 to this Agreement and as the description thereof shall be amended from time to time by agreement between the Fund and the Borrower.
- (2) The term 'goods' means equipment, supplies and services which are required for the Project. Wherever reference is made to the cost of any goods, such cost shall be deemed to include the cost of importing such goods into the territories of the Borrower.
- (3) The term 'RTDA' means Rwanda Transport Development Agency, which has been established by Law No. 2/2010 of 20/01/2010 as its amendment by Law No. 29/2014 of 14/08/2014 and operating under the Borrower's Presidential Order No. 053/01 of 02/08/2023 governing RTDA.

The following addresses are specified for the purposes of Section 7.01:

For the Borrower:

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

Alternative address for cables and telexes:

FACSIMILES

+ (250) 252 57 – 7581

E-MAIL

info@mineconfin.gov.rw

For the Fund:

Kuwait Fund for Arab Economic Development
P.O. Box 2921, Safat
Kuwait. - 13030

UWAI

**SIGN
HERE**

ECONOMIC DEVELOPMENT

الصندوق الكويتي للتنمية الاقتصادية العربية

Alternative address for facsimiles:



FACSIMILES

+ 965-22999190
+ 965-22999091

E-MAIL

operations@kuwait-fund.org

IN WITNESSETH WHEREOF the parties hereto acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names and delivered in Nairobi, Kenya during the Annual Meeting of the African Development Bank group, in two copies, each considered an original and both to the same and one effect, as of the day and year first above written.

Republic of Rwanda

Kuwait Fund for Arab
Economic Development

By

(Authorized Representative)

By

(Authorized Representative)

SCHEDULE 1**Repayment Provisions**

The amount of principal withdrawn from the Loan shall be repaid in forty (40) semiannual installments, the amount and order of sequence of each being as set forth in the attached schedule. The first of these installments shall be due on the first date on which any interest or other charges on the loan shall fall due, in accordance with the provisions of the Loan Agreement, after the elapse of a grace period of five (5) years, commencing from the date on which the Fund pays, any amount from the loan pursuant to the first withdrawal application made by the Borrower or the date on which the Fund issues an undertaking pursuant to Section 3.02 of the Loan Agreement, in case the first withdrawal application requests the issue of such undertaking, whichever is earlier of the two dates. The remaining installments for the repayment of the principal shall be due consecutively, every six months, after the date on which the first installment falls due.

ANNEX TO SCHEDULE 1

AMORTIZATION SCHEDULE

No.	Date Payment Due	Payment of Principal (Expressed in Kuwaiti Dinars)
1		150,000
2		150,000
3		150,000
4		150,000
5		150,000
6		150,000
7		150,000
8		150,000
9		150,000
10		150,000
11		150,000
12		150,000
13		150,000
14		150,000
15		150,000
16		150,000
17		150,000
18		150,000
19		150,000
20		150,000
21		150,000
22		150,000
23		150,000
24		150,000
25		150,000
26		150,000
27		150,000
28		150,000
29		150,000
30		150,000
31		150,000
32		150,000
33		150,000
34		150,000
35		150,000
36		150,000
37		150,000
38		150,000
39		150,000
40		150,000
		Total 6,000,000

SCHEDULE 2**DESCRIPTION OF THE PROJECT**

The Muhanga–Nyange Road Project aims at supporting the economic and social development of the Republic of Rwanda by providing reliable year-round land transportation in a tropical region, which is a section of the Muhanga – Nyange – Rambura – Rubengera National Road 15 (NR15) that connects the Southern and Western Provinces with the capital city of Kigali through NR1. The road section starts at Muhanga, which is approximately 48 km south-west of the capital, and extends 24 km in a westerly direction to Nyange.

The rehabilitation and widening of Road Project are expected to reduce transport cost and travel time for goods and people, in addition to improved traffic safety for all users. The Project will improve accessibility to places of work and to administrative and social services for the inhabitants of towns and settlements located along the path of the Road. The completion of NR15 development will enhance connectivity and transit transport with the Democratic Republic of Congo through the border point located near the southern end of Lake Kivu. The Road Project is also expected to promote business opportunities and investments in agriculture, mining, light industries, services including tourism and trade. The enhanced economic activities are expected to create job opportunities for all in this part of the country.

The existing road of 6-meter width require additional land to widen the carriageway to 7.4 meters with 1.5-meter shoulders on both sides. The road works include installation of retaining walls and culverts of appropriate shapes and dimensions in 52 locations. The works also include the widening of the existing which is 120 meters Nyabarongo bridge. The road is designed for 10-ton axle load and will be covered using asphaltic concrete. The works include road furnishings, markings, signage, and lighting to enhance driving safety.

The Project is composed of the following main components:

1. Road civil works.
2. Consulting services that include review of the detailed design, traffic safety audit, preparation of tender documents and implementation supervision.
3. Land acquisition and affected people compensations.

The Project implementation period is estimated to be 4 years and is expected to be completed by the end of 2029.

Side Letter No. 1

REPUBLIC OF RWANDA

Date: 30.15.2024

Kuwait Fund for Arab Economic Development
P.O. Box 2921, Safat
Kuwait, 13030

Dear Sirs:

**Subject: List of Goods to be financed from the Loan –
Methods and Procedure for Procurement.**

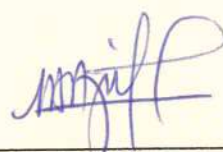
1. With reference to Section 3.06 and 4.07 of the Loan Agreement signed today between us for financing of the Muhanga – Rubengera Road Project (Muhanga – Nyange Section), we attached herewith a List of Goods showing the items to be financed by the Loan and the allocation for each item and percentage of expenditure thereon to be so financed. We agree that if the Kuwait Fund for Arab Economic Development (the Fund) finds that the allocation for any item is insufficient to finance the percentage specified in the said List of Goods out of the expected cost of such item, it may take any of the following measures to:
 - (a) allocate for that item, within the limit of the amount necessary to cover the shortfall in financing on the bases of the specified percentage, an additional amount against the allocation for contingency in the List of Goods or against the allocation for any other item if the Fund considers that there is a surplus in that allocation.
 - (b) reduce the percentage to be financed from the Loan out of the total cost of the particular item, if the additional allocation for that item, in accordance with the foregoing, is insufficient to cover the shortfall referred to above, or if the Fund is of the opinion that it is not possible to allocate any additional amount from the Loan for that item, so that as a consequence of such reduction withdrawals from the Loan will continue for financing the cost of the goods, works or services included in that item until the total cost thereof is covered in full.
2. We confirm that the proceeds of the Loan shall not be used for the payment of any taxes or duties imposed under the laws in force in the Republic of Rwanda.
3. Unless otherwise agreed by the Fund, the consulting services required for the Project will be procured in accordance with the following procedures: A short list of the consulting firms to be invited to submit proposals will be prepared in

- agreement with the Fund. Notice of expression of interest to Kuwaiti consultants shall be mutually agreed upon with Fund prior to publishing it in the Fund's website. We shall then draw the list of qualified consultants, thus obtained, which will consist of 6-8 Kuwaiti consultants. The said list will then associate with prequalified Rwandan consulting firms. Invitation of the short listed consultants to tender will be made on the basis of such terms of reference as will be agreed with the Fund. The letter of invitation will require the consultants to submit their technical and financial proposals in separate envelopes and to furnish copies thereof to the Fund. We shall open and evaluate the technical proposals first and submit the evaluation report thereof to the Fund for review and approval. Financial proposals of technically qualified consultants shall be opened to make a combined evaluation of the technical and financial aspects of their proposals. The evaluation in each stage will be made in accordance with criteria agreed in advance with the Fund, and following completion of the evaluation, we shall furnish you with a report thereon together with the proposed selected consultant for your approval. In order that any consulting firm may be eligible for short listing as a Kuwaiti or Rwandan, such firm must be beneficially owned to the extent of at least 50% by Kuwaiti or Rwandan citizens respectively.
4. As regards contracts for the execution of civil works, unless otherwise agreed with the Fund, will be procured through international competitive bidding in pursuance to the Fund's procurement procedures. Terms of reference that shall be included in the notice for prospective bidders shall be mutually agreed upon with Fund prior to publishing it in the Fund's website, as well as publicizing it locally. A report on the evaluation of bidders' qualifications will be prepared. This will be followed by opening of the technical offers followed with the opening of financial offers of technically qualified bidders. A report on the evaluation of the offers thereof will be prepared and submitted to the Fund, together with the recommendation, for award for review and approval by the Fund.
 5. As regards the application of Section 4.07 referred to above and the procurement of all items to be financed from the Loan, we shall furnish to you the procedure for inviting bids as well as the draft tender documents for the procurement of such goods and works for review and approval and shall make such reasonable alterations as may be requested by you in such documents or in the bidding procedures. We shall furnish, or cause to be furnished, to you a detailed report on the evaluation of bids in each case, together with the recommendation for award, for review and approval. In the event it is necessary to conduct negotiations with the selected bidder, we shall furnish, or cause to be furnished, to you the final draft contract emerging from such negotiations for approval by you.

6. Following signature of any contract to be financed from the Loan, we shall furnish, or cause to be furnished, to you an original or conformed and certified copy of such contract for your records and for the purpose of disbursements from the Loan. Any material amendment proposed to be made in any contract, which has been approved by you, will be presented to you for approval.
7. We understand that if we exercise, in accordance with Section 3.02 of the Loan Agreement, the option of requesting the Fund to issue any special commitment in connection with the confirmation of any documentary letter of credit for meeting expenditures on the Project, such request will be made on the basis that the special commitment of the Fund is to be made to a Kuwaiti Bank operating in Kuwait or overseas.

Please indicate your agreement to the foregoing and to the attached "List of Goods" by signing the form of confirmation on the enclosed copy with this letter and returning it to us.

Republic of Rwanda

By: 
(Authorized Representative)

Confirmed:

Kuwait Fund for Arab
Economic Development

By: 
(Authorized Representative)

LIST OF GOODS

No.	Item	Amount Allocated (expressed in Kuwaiti Dinars)	Percentage of Total Cost of Item
1.	Civil Engineering Works	5,500,000	85%
2.	Consultancy Services	350,000	100%
3.	Contingencies	150,000	
Total		6,000,000	

[Handwritten signature]

[Handwritten signature]



KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT

القصد وة الكويتي للتعمية الاقتصادية العربية

Side Letter No. 2

REPUBLIC OF RWANDA

Date: .../.../2024

Kuwait Fund for Arab Economic Development
P.O. Box 2921, Safat
Kuwait, 13030

Dear Sirs:

Reference is made to the Loan Agreement of even date herewith signed between us for the financing of the Muhanga – Rubengera Road Project (Muhanga – Nyange Section). We confirm that we have been duly informed that in accordance with the regulations in force in the State of Kuwait, the use of public funds in connection with transactions involving any firm or entity subject to boycott under these regulations is prohibited.

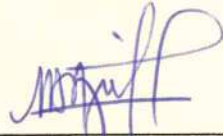
We therefore undertake that the proceeds of the above-mentioned Loan will not be used in any manner to finance directly or indirectly the production, manufacture, goods or services produced or supplied by any country, firm or entity subject to boycott under the regulations in force in the State of Kuwait.

Please confirm your acceptance of the assurance given above by signing the attached copy of this letter and returning it to us.

**SIGN
HERE**



Republic of Rwanda

By: 
(Authorized Representative)

Confirmed:

Kuwait Fund for Arab
Economic Development

By: 
(Authorized Representative)

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 063/01 ryo ku wa 26/06/2024 ryemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cya Koweti Gitsura Amajyambere y'Ubukungu mu Bihugu by'Abarabu, yerekeranye n'inguzanyo ya miliyoni esheshatu z'Amadinari ya Koweti (K.D 6.000.000) igenewe umushinga w'umuhanda Muhanga-Rubengera, yashyiriweho umukono i Nairobi muri Kenya, ku wa 30 Gicurasi 2024	Seen to be annexed to Presidential Order n° 063/01 of 26/06/2024 ratifying the Loan Agreement between the Republic of Rwanda and the Kuwait Fund for Arab Economic Development, relating to the loan of six million Kuwaiti Dinars (K.D 6,000,000) for the Muhanga-Rubengera road project, signed in Nairobi, Kenya, on 30 May 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 063/01 du 26/06/2024 ratifiant l'Accord de prêt entre la République du Rwanda et le Fonds Koweitien pour le Développement Économique Arabe, relatif au prêt de six millions de Dinars koweitiens (6.000.000 K.D) pour le projet de route Muhanga-Rubengera, signé à Nairobi, au Kenya, le 30 mai 2024
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Kigali, 26/06/2024

(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° 064/01 RYO KU WA 26/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI YA AZIYA ISHINZWE GUTERA INKUNGA ISHORAMARI RIGAMIJE IBIKORWA REMEZO, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO CYENDA N'EBYIRI N'IBIHUMBI MAGANA ATATU Z'AMAYERO (EUR 92.300.000) IGENEWE UMUSHINGA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 07 GICURASI 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y'ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	PRESIDENTIAL ORDER N° 064/01 OF 26/06/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE ASIAN INFRASTRUCTURE INVESTMENT BANK, RELATING TO THE LOAN OF NINETY-TWO MILLION THREE HUNDRED THOUSAND EUROS (EUR 92,300,000) FOR ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION PROJECT, SIGNED IN KIGALI, RWANDA, ON 07 MAY 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	ARRÊTÉ PRÉSIDENTIEL N° 064/01 DU 26/06/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE ASIATIQUE D'INVESTISSEMENT DANS LES INFRASTRUCTURES, RELATIF AU PRÊT DE QUATRE-VINGT-DOUZE MILLIONS TROIS CENTS MILLE EUROS (92.300.000 EUR) POUR LE PROJET D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE, SIGNÉ À KIGALI, AU RWANDA, LE 07 MAI 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Ratification <u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté <u>Article 3:</u> Disposition linguistique <u>Article 4:</u> Entrée en vigueur
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ITEKA RYA PEREZIDA N° 064/01 RYO KU WA 26/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI YA AZIYA ISHINZWE GUTERA INKUNGA ISHORAMARI RIGAMIJE IBIKORWA REMEZO, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO CYENDA N'EBYIRI N'IBIHUMBI MAGANA ATATU Z'AMAYERO (EUR 92.300.000) IGENEWE UMUSHINGA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 07 GICURASI 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'ya 168; Dushingiye ku Itegeko n° 069/2024 ryo ku wa 26/06/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya	PRESIDENTIAL ORDER N° 064/01 OF 26/06/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE ASIAN INFRASTRUCTURE INVESTMENT BANK, RELATING TO THE LOAN OF NINETY-TWO MILLION THREE HUNDRED THOUSAND EUROS (EUR 92,300,000) FOR ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION PROJECT, SIGNED IN KIGALI, RWANDA, ON 07 MAY 2024 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168; Pursuant to Law n° 069/2024. of 26/06/2024 approving the ratification of the Loan Agreement between the Republic of Rwanda	ARRÊTÉ PRÉSIDENTIEL N° 064/01 DU 26/06/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE ASIATIQUE D'INVESTISSEMENT DANS LES INFRASTRUCTURES, RELATIF AU PRÊT DE QUATRE-VINGT-DOUZE MILLIONS TROIS CENTS MILLE EUROS (92.300.000 EUR) POUR LE PROJET D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE, SIGNÉ À KIGALI, AU RWANDA, LE 07 MAI 2024 Nous, KAGAME Paul, Président de la République; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168; Vu la Loi n° 069/2024 du 26/06/2024 approuvant la ratification de l'Accord de prêt entre la République du Rwanda et la Banque
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Repubulika y'u Rwanda na Banki ya Aziya ishinzwe gutera inkunga ishoramari rigamije ibikorwaremezo, yerekeranye n'inguzanyo ya miliyoni mirongo cyenda n'ebyiri n'ibihumbi magana atatu z'Amayero (92.300.000 EUR) igenewe umushinga wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije, yashyiriweho umukono i Kigali mu Rwanda, ku wa 07 Gicurasi 2024; Tumaze kubona Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki ya Aziya ishinzwe gutera inkunga ishoramari rigamije ibikorwa remezo, yerekeranye n'inguzanyo ya miliyoni mirongo cyenda n'ebyiri n'ibihumbi magana atatu z'Amayero (EUR 92.300.000) igenewe umushinga wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije, yashyiriweho umukono i Kigali mu Rwanda, ku wa 07 Gicurasi 2024; Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE:	and the Asian Infrastructure Investment Bank, relating to the loan of ninety-two million three hundred thousand euros (EUR 92,300,000) for accelerating sustainable and clean energy access transformation project, signed in Kigali, Rwanda, on 07 May 2024; Considering the Loan Agreement between the Republic of Rwanda and the Asian Infrastructure Investment Bank, relating to the loan of ninety-two million three hundred thousand euros (EUR 92,300,000) for accelerating sustainable and clean energy access transformation project, signed in Kigali, Rwanda, on 07 May 2024; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet; DO ORDER:	Asiatique d'investissement pour les infrastructures, relatif au prêt de quatre-vingt-douze millions trois cents mille euros (92.300.000 EUR) pour le projet d'accélération de la transformation d'accès à l'Energie durable et propre, signé à Kigali, Rwanda, le 07 mai 2024; Considérant l'Accord de prêt entre la République du Rwanda et la Banque Asiatique d'investissement pour les infrastructures, relatif au prêt de quatre-vingt-douze millions trois cents mille euros (92.300.000 EUR) pour le projet d'accélération de la transformation d'accès à l'Energie durable et propre, signé à Kigali, au Rwanda, le 07 mai 2024; Sur proposition du Ministre des Finances et de la Planification Économique; Après examen et adoption par le Conseil des Ministres; ARRÊTONS:
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<u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki ya Aziya ishinze gutera inkunga ishoramari rigamije ibikorwa remezo, yerekeranye n'inguzanyo ya miliyoni mirongo cyenda n'ebyiri n'ibihumbi magana atatu z'Amayero (EUR 92.300.000) igenewe umushinga wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije, yashyiriweho umukono i Kigali mu Rwanda, ku wa 07 Gicurasi 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'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 3: Ingingo y'ururimi</u> Iri teka ryateguwe mu rurimi rw'Icyongereza.	<u>Article One: Ratification</u> The Loan Agreement between the Republic of Rwanda and the Asian Infrastructure Investment Bank, relating to the loan of ninety-two million three hundred thousand euros (EUR 92,300,000) for accelerating sustainable and clean energy access transformation project, signed in Kigali, Rwanda, on 07 May 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 Infrastructure are entrusted with the implementation of this Order. <u>Article 3: Language provision</u> This Order was drafted in English.	<u>Article premier: Ratification</u> L'Accord de prêt entre la République du Rwanda et la Banque Asiatique d'investissement pour les infrastructures, relatif au prêt de quatre-vingt-douze millions trois cents mille euros (92.300.000 EUR) pour le projet d'accélération de la transformation d'accès à l'Energie durable et propre, signé à Kigali, au Rwanda, le 07 mai 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 des Infrastructures sont chargés de l'exécution du présent arrêté. <u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en anglais.
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<u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/06/2024

(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° 064/01 RYO KU WA 26/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI YA AZIYA ISHINZWE GUTERA INKUNGA ISHORAMARI RIGAMIJE IBIKORWA REMEZO, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO CYENDA N'EBYIRI N'IBIHUMBI MAGANA ATATU Z'AMAYERO (EUR 92.300.000) IGENEWE UMUSHINGA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 07 GICURASI 2024	ANNEX TO PRESIDENTIAL ORDER N° 064/01 OF 26/06/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE ASIAN INFRASTRUCTURE INVESTMENT BANK, RELATING TO THE LOAN OF NINETY-TWO MILLION THREE HUNDRED THOUSAND EUROS (EUR 92,300,000) FOR ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION PROJECT, SIGNED IN KIGALI, RWANDA, ON 07 MAY 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 064/01 DU 26/06/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE ASIATIQUE D'INVESTISSEMENT DANS LES INFRASTRUCTURES, RELATIF AU PRÊT DE QUATRE-VINGT-DOUZE MILLIONS TROIS CENTS MILLE EUROS (92.300.000 EUR) POUR LE PROJET D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE, SIGNÉ À KIGALI, AU RWANDA, LE 07 MAI 2024
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AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI YA AZIYA ISHINZWE GUTERA INKUNGA ISHORAMARI RIGAMIJE IBIKORWA REMEZO, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO CYENDA N'EBYIRI N'IBIHUMBI MAGANA ATATU Z'AMAYERO (EUR 92.300.000) IGENEWE UMUSHINGA WO KWIHUTISHA ITERAMBERE RISHINGIYE KU KWEGEREZA ABATURAGE INGUFU ZIRAMBYE KANDI ZITANGIZA IBIDUKIKIJE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 07 GICURASI 2024	LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE ASIAN INFRASTRUCTURE INVESTMENT BANK, RELATING TO THE LOAN OF NINETY-TWO MILLION THREE HUNDRED THOUSAND EUROS (EUR 92,300,000) FOR ACCELERATING SUSTAINABLE AND CLEAN ENERGY ACCESS TRANSFORMATION PROJECT, SIGNED IN KIGALI, RWANDA, ON 07 MAY 2024	ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE ASIATIQUE D'INVESTISSEMENT DANS LES INFRASTRUCTURES, RELATIF AU PRÊT DE QUATRE-VINGT-DOUZE MILLIONS TROIS CENTS MILLE EUROS (92.300.000 EUR) POUR LE PROJET D'ACCÉLÉRATION DE LA TRANSFORMATION DE L'ACCÈS À L'ÉNERGIE DURABLE ET PROPRE, SIGNÉ À KIGALI, AU RWANDA, LE 07 MAI 2024
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*OFFICIAL USE ONLY

LOAN NUMBER L0756A

Loan Agreement

(Accelerating Sustainable and Clean Energy Access Transformation (ASCENT)
Project)

between

REPUBLIC OF RWANDA

and

ASIAN INFRASTRUCTURE INVESTMENT BANK

Dated *May 7*, 2024

LOAN AGREEMENT

Agreement dated May 7, 2024 ("Loan Agreement"), between REPUBLIC OF RWANDA ("Borrower") and ASIAN INFRASTRUCTURE INVESTMENT BANK ("Bank").

WHEREAS:

- (A) the Borrower, having satisfied itself as to the feasibility and priority of the Project (as hereinafter defined), has requested the Bank to assist in the financing of the Project;
- (B) by a separate loan agreement entered into between the Borrower and the Co-financier ("Co-financing Agreement"), the Co-financier has agreed to provide to the Borrower a loan in an amount of three hundred million Dollars (\$300,000,000), to finance parts of the Project; and
- (C) the Bank has agreed, on the basis, *inter alia*, of the foregoing, to extend the Loan provided for in Article II of this Loan Agreement to the Borrower upon the terms and conditions set forth in this Loan Agreement.

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

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II - LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Loan Agreement, the amount of ninety-two three hundred million Euros (€92,300,000), ("Loan"), to assist in financing the project described in Schedule 1 to this Loan Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Loan Agreement.

- 2.03. The Front-end Fee payable by the Borrower shall be equal to one-quarter of one percent (0.25%) of the Loan amount. The Borrower shall pay the front-end Fee not later than 60 days after the Effective Date.
- 2.04. The Commitment Fee payable by the Borrower shall be equal to one-quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest payable by the Borrower for each Interest Period shall be the Reference Rate plus the Variable Spread or such rate as may apply following an Interest Rate Conversion.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Loan Agreement.

ARTICLE III - PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall (A) cause Parts 1, 2, 3(e), and 4(a) of the Project (collectively, "EDCL's Respective Part of the Project") to be carried out by EDCL and (B) cause Parts 3(a), 3(b), 3(c), 3(d) and 4(b) of the Project (collectively, "BRD's Respective Part of the Project") to be carried out by BRD, all in accordance with the provisions of Article V of the General Conditions and with the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Loan Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Loan Agreement.

ARTICLE IV - REMEDIES OF THE BANK

- 4.01. The Additional Events of Suspension consists of the following:
 - (a) the EDCL's Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of EDCL to perform any of its obligations under the Project Agreement;
 - (b) the BRD's Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of BRD to perform any of its obligations under the Project Agreement;
 - (c) the Borrower or each of the Project Implementing Entities have failed to perform any of its respective obligations under the Subsidiary Agreement;
 - (d) any event of suspension has occurred under the Co-financing Agreement and is continuing; and
 - (e) the Project Co-financiers' Agreement has been terminated.

4.02. The Additional Event of Acceleration consist of the following:

- (a) any event specified in Section 4.01 (a), (b), or (e) of this Loan Agreement occurs; and
- (b) any event specified in Section 4.01 (c), or (d) of this Loan Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V - EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consists of the following:

- (a) each of the Subsidiary Agreement has been executed on behalf of the Borrower and the Project Implementing Entities, and all conditions precedent to its effectiveness have been fulfilled;
- (b) the Project Operations Manual has been prepared and adopted by the Borrower and each of the Project Implementing Entities in accordance with Section I of Schedule 2 to this Loan Agreement;
- (c) the Co-financing Agreement has been executed on behalf of the Co-financier and the Borrower, and all conditions precedent to its effectiveness (other than the effectiveness of this Loan Agreement) have been fulfilled;
- (d) The Project Co-financiers' Agreement has been executed on behalf of the Bank and the Co-financier, and all conditions precedent to its effectiveness (except for the effectiveness of this Loan Agreement) have been satisfied; and
- (e) the Borrower has caused the Project Implementing Entities to prepare, consult upon, disclose, and adopt: (i) the Environmental and Social Management Framework (ESMF) consistent with the national legislation and the Co-financier's ESS1, including GBV/SEA/H Action Plan consistent with the national legislation and the Co-financier's ESS4, (ii) the Labor Management Procedures (LMP) consistent with the national legislation and the Co-financier's ESS2, (iii) the Resettlement Policy Framework (RPF) consistent with the national legislation and the Co-financier's ESS5, all as set forth in the ESCP, and in form and substance satisfactory to the Bank.

5.02. The Additional Legal Matter consists of the following:

- (a) Each of the Subsidiary Agreements has been duly authorized or ratified by the Borrower and the Project Implementing Entities and is legally binding upon the Borrower and the Project Implementing Entities in accordance with its terms.

5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Loan Agreement.

ARTICLE VI - REPRESENTATIVE; ADDRESSES

6.01 The Borrower's representative designated for purposes of Section 10.02 of the General Conditions is the Borrower's minister responsible for finance.

6.02. The Borrower's address for purposes of Section 10.01 of the General Conditions is:

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

Facsimile: +250 25 257 5756

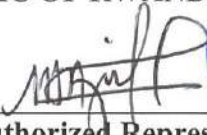
6.03. The Bank's Address is:

Asian Infrastructure Investment Bank
AIIB Headquarters, Tower A, Asia Financial Center
No. 1 Tianchen East Road, Chaoyang District, Beijing 100101
People's Republic of China

Facsimile: +86-10-8358-0002

AGREED as of the day and year first above written.

REPUBLIC OF RWANDA

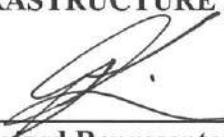
By 
Authorized Representative



Name: UZZIEL NDAGIJIMANA

Title: Minister of finance & Economic Planning

ASIAN INFRASTRUCTURE INVESTMENT BANK

By 
Authorized Representative

Name: Gregory Liu

Title: Director General, Infrastructure
Investment Department Region 2

SCHEDULE 1

Project Description

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

The Project consists of the following parts:

Part 1. Increasing Access to Grid Electricity

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

Part 2. Enhancing the Reliability of Electricity Service

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

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

(a) Increasing access to off-grid electricity through Results-based Financing Facility to Off-grid Solar Companies (“RBF-OSC Facility”), and the provision of results-based partial grants (“OSC Grants”) to eligible OSCs to facilitate the sale of solar systems and related after sale services to qualifying households and micro-enterprises, including associated incremental Operating Costs for management of the RBF-OSC Facility;

(b) Increasing access to clean cooking solutions, through Results-based Financing Facility for Clean Cooking Solutions (“RBF-CCS Facility”), and the provision of results-based partial grants (“CCS Grants”) to eligible enterprises to facilitate the sale of eligible cooking technologies and products to qualifying households, including associated incremental Operating Costs for management of the RBF-CCS Facility;

(c) Increasing access to technologies for productive uses of energy, through Results Based Financing Facility for Productive Uses of Energy (“RBF-PUE Facility”), and the provision of *results*-based partial grants (“PUE Grants”) to eligible enterprises to increase affordability of PUE technologies, including associated incremental operating costs for management of the RBF-PUE Facility;

(d) Provision of a revolving line of credit (“Line of Credit” or “LOC”) to BRD for retail lending to MSMEs, and eligible financial institutions (“Participating Financial Institutions” or “PFIs”) (“Sub-financing”) for further on-lending to eligible MSMEs (“Sub-loans”) engaged in off-grid electrification, clean cooking technology and productive uses of energy; and

(e) Increasing access to clean cooking, and promoting efficient and clean cooking solutions, and modern cooking technologies to public schools and other public institutions, through the provision of works, technical advisory services, and acquisition of goods.

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

(a) Strengthening the capacity of EDCL for Project management, implementation, and coordination, including: (1) provision of technical assistance to conduct studies on energy efficiency and productive uses of energy, and additional related studies as may be required; (2) building the capacity for designing and implementing energy sector programs; and (3) enhancing the capacity of the Program Coordination Unit (PCU) for Project implementation, including provision of training to the staff of PCU, facilitating the participation of Sector Working Group secretariat in Project implementation, hiring of required PCU staff, hiring of RBF Facility verification agents, all through the provision of technical advisory services, Training, Operating Costs, and acquisition of goods; and

(b) Strengthening the capacity of BRD’s Single Project Implementation Unit (“BRD Single PIU”) for Project management, implementation and coordination, including (a) provision of technical assistance to conduct awareness raising campaigns and market facilitation for off-grid solar, clean cooking, and productive use of energy technologies adoption, and conducting additional studies that may be required; (b) provision of Training to the staff of the BRD Single PIU, and strengthening the capacity of BRD Single PIU for Project implementation, and support to grievance redress committees, through the provision of technical advisory services and Operating Costs.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. EDCL Program Coordination Unit. The Borrower shall cause EDCL:
 - (a) to maintain a program coordination unit (“EDCL Program Coordination Unit” or “EDCL PCU”), with the responsibility for day-to-day management and implementation of EDCL Respective Parts of the Project, with adequate resources, and staff including Program manager, a project coordinator, a procurement specialist, a financial management specialist, an environmental specialist and a social specialist, a monitoring and evaluation specialist, occupational health and safety specialist, contract management specialist, and a corporate services specialist, all with experience, qualifications, and terms of reference satisfactory to the Bank; and
 - (b) Without limitation to the provisions of sub-paragraph 1(a) immediately above, the EDCL PCU shall be responsible for: (A) coordinating EDCL Respective Parts of the Project, providing technical advice and guidance, developing the Annual Work Plans and Budgets (including annual operational plans) for the project, preparing budgets, periodic progress reports and procurement plans, procurement, financial management, and internal audit under the Project; (B) maintaining a financial management system and preparing financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to EDCL Respective Parts of the Project; (C) having such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank; and (D) preparing and submitting withdrawal application to the Bank, and operating the designated account for the Project, all in accordance with the provisions of this Agreement and EDCL Project Manual.
2. BRD Single Project Implementation Unit. The Borrower shall cause BRD:
 - (a) to maintain a project implementation unit (“BRD Single Project Implementation Unit” or “BRD Single PIU”), with the responsibility for day-to-day management and implementation of BRD Respective Parts of the Project, with adequate resources, and staff including a manager for Parts 3(a), 3(b), 3(c), and 3(d) respectively, a procurement specialist, a financial management specialist, an environmental, and a social specialist, and such technical staff as may be

agreed upon with the Bank, all with experience, qualifications, and terms of reference satisfactory to the Bank; and

- (b) Without limitation to the provisions of sub-paragraph 2(a) immediately above, the BRD Single PIU shall be: (A) coordinating BRD Respective Parts of the Project, providing technical advice and guidance, developing the Annual Work Plans and Budgets (including annual operational plans) for the Project, preparing budgets, periodic progress reports and procurement plans, procurement, financial management, and internal audit under the Project; (B) maintaining a financial management system and preparing financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; (C) having such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank; and (D) preparing and submitting withdrawal application to the Bank, and operating the designated account for the Project, all in accordance with the provisions of this Agreement and BRD Project Manual.

3. Project Steering Committees

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

B. Project Operations Manual (POM)

- 1. The Borrower shall ensure and shall cause the Project Implementing Entities to ensure, that the Project is implemented in accordance with each Project Implementing Entity's Project Manual.
- 2. The EDCL POM, and the BRD POM, shall each include, inter alia, the following provisions: (a) disbursement arrangements, reporting requirements, financial

management procedures and audits; (b) procurement arrangements; (c) institutional administration, coordination and day-to-day execution of activities of the Project; (d) monitoring, evaluation, reporting and communication; (e) Project impact and implementation indicators, including the procedures for monitoring and evaluation of the Project; (f) corruption and fraud prevention measures; (g) roles and responsibilities of various agencies and stakeholders in the implementation of the Project; (h) mechanisms for ensuring close coordination and collaboration between various Project stakeholders, in particular and as applicable, the steering committees, the EDCL PCU, the BRD Single PIU, the technical and management teams within EDCL and the BRD, respectively; (i) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the RBF Facilities and associated grants Under Parts 3(a), 3(b), 3(c) and 3(d) of the Project; (j) personal data collection and processing requirements in accordance with good international practice; (k) environmental and social framework aspects, including a detailed description of the grievance redress mechanism process as well as any process for recording and reporting project-related accidents and incidents; and (l) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

3. The Borrower may, from time to time, as required in light of developments during Project implementation, propose, or cause each of the Project Implementing Entities to together or individually propose, revisions to each of its respective Project Operations Manual, as follows: (a) each proposed revision shall be furnished to the Bank for its review; (b) the Bank shall be afforded a reasonable opportunity to exchange views with the Borrower and the proposing Project Implementing Entity(ies) on the proposed revision; and (c) thereafter such Project Operations Manual shall be updated to incorporate such revisions as shall have been agreed with the Bank. The Project Implementing Entity's(ies') Manual(s), as so revised, shall become effective only after the Bank has agreed to said revisions.
4. In the event of any discrepancy between the Project Operations Manuals and this Loan Agreement, the provisions of this Loan Agreement shall prevail.

C. Annual Work Plans and Budget

1. The Borrower shall cause the EDCL and BRD each, to prepare and furnish to the Bank: (a) not later than May 31 of each calendar year (EDCL), and (b) not later than November 30 of each calendar year (BRD), during the implementation of the Project, a work plan and budget containing all activities proposed to be included in their respective parts of the Project during the following calendar year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor.
2. Each such proposed work plan and budget shall specify any training activities that may be required under the Project, including: (a) the type of training; (b) the purpose of the training; (c) the personnel to be trained; (d) the institution or

individual who will conduct the training; (e) the location and duration of the training; and (f) the cost of the training.

3. The Borrower shall afford the Bank a reasonable opportunity to exchange views with the Borrower and EDCL or BRD, on each such proposed work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Bank ("Annual Work Plan and Budget").
4. The Borrower shall not make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the Bank.

D. Subsidiary Agreement

1. To facilitate the carrying out of the Project Implementing Entity's Respective Parts of the Project, the Borrower shall make the proceeds of the Loan available to each the Project Implementing Entities under a Subsidiary Agreement and under terms and conditions approved by the Bank, which shall include the following:
 - (a) To EDCL's Respective Parts of the Project, the Borrower shall make part of the proceeds of the Financing allocated from time to time to Categories 1, 2, 5 and 6 of the table set forth in Section IV.A of this Schedule ("EDCL Subsidiary Agreement"), and
 - (b) To BRD's Respective Parts of the Project, the Borrower shall make part of the proceeds of the Financing allocated from time to time to Categories 3, 4, and 7 of the table set forth in Section IV.A of this Schedule, ("BRD Subsidiary Agreement").
2. The Borrower shall exercise its rights under each of the Subsidiary Agreements in such manner as to protect the interests of the Borrower and the Bank, and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreements or any of its provisions.

E. Prohibited Practices

1. The Borrower shall ensure and cause the Project Implementing Entities to ensure that the Project is carried out in accordance with (i) the Co-Financier's Anti-Corruption Guidelines; and (ii) the Bank's Policy on Prohibited Practices, to the extent that such Prohibited Practices are not covered in the Co-financier's Anti-Corruption Guidelines.
2. The Borrower acknowledges and agrees that the Bank may give full force and effect to the Bank's and the Co-financier's Sanctions List.

F. Sub-projects

RBF Facilities and Associated Grants

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

otherwise agree, the Borrower shall ensure that BRD shall not assign, amend, abrogate, or waive any Sub-financing Agreement or any of its provisions.

Line of Credit under Part 3(d) of the Project

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

The Borrower shall cause the BRD to prepare, and submit to the Borrower and the Bank, an LOC manual ("BRD LOC Manual"), satisfactory to the Bank, and thereafter administer the Sub-financing to MSMEs, and the eligible PFIs in accordance with BRD LOC Manual. Said manual, consisting of: (a) corruption and fraud prevention measures; (b) detailed PFI assessment, and selection/eligibility criteria for such PFI; (c) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the Line of Credit Facility and associated grants under Part 3(d) of the Project; (d) detailed MSME assessment, and selection/eligibility criteria for such MSME; (e) personal data collection and processing requirements in accordance with good international practice; (f) environmental and social framework aspects; and (g) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for management of the Line of Credit.

2. LOC Manager and PFIs and MSME Sub-financing

The Borrower shall ensure that the BRD:

(a) maintains a fund manager (LOC Manager) for the purpose of efficient delivery of the required assessments, activities, and management of the Line of Credit under Part 3(d) of the Project;

(b) (acting directly or through the LOC Manager), shall enter into agreements with each PFI, under terms and conditions which shall have been approved by the Bank including, *inter alia*, the terms and conditions set forth in in this Section F of the Loan Agreement (PFI Funding Agreement);

(c) (acting directly or through the LOC Manager), shall enter into agreements with each MSME, under terms and conditions which shall have been approved by the Bank (MSME Sub-financing Agreement);

(d) (acting through the LOC Manager) shall exercise its rights and carry out its obligations under each PFI Funding Agreement, or MSME Sub-financing Agreement in such manner as to protect its interests, those of the Borrower, and the Bank, and to accomplish the purposes of the Financing; and

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

Terms and Conditions of each PFI Funding Agreement

1. The Borrower shall cause BRD to make each Sub-loan under a Sub-loan Agreement with the respective Beneficiary on terms and conditions approved by the Bank, which shall include the following:

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

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

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

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

1. The Borrower shall cause BRD (acting through the LOC Manager), to ensure that each eligible PFI shall appraise, approve, monitor, and evaluate respective MSME proposals under Part 3(d) of the Project, and administer Sub-financing to the respective MSMEs, in accordance with the terms and conditions of the PFI Funding Agreement, the guidelines and procedures set forth in the LOC Manual, the Co-financier's Anti-Corruption Guidelines and the Bank's Prohibited Practices, as provided by Section E.1 of this Loan Agreement.

2. The Borrower undertakes to ensure that BRD shall follow the eligibility criteria for eligible PFIs, of the following On-lending Terms and Conditions:

- (a) BRD shall solicit expressions of interest from financial institutions operating in the Borrower's territory to participate in the LOC established under Part 3(d) of the Project, in accordance with criteria and approval procedures set forth in the LOC Manual.

- (b) No PFI shall be eligible for a Sub-financing unless the BRD shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the Bank and elaborated in the LOC Manual, that the proposed PFI: (i) is a financial institution established and operating pursuant to the laws of the Borrower; (ii) has the legal, organizational, management, and technical capacity and financial resources necessary to appraise, approve, monitor and evaluate Sub-projects and to make and monitor Sub-loans made to MSMEs; and (iii) is credit-worthy and operating in accordance with sound prudential and other fiduciary standards and practices.

3. BRD shall make each Sub-financing available to an eligible PFI under a Sub-financing Agreement with the pertinent PFI, on terms and conditions satisfactory to the Bank, including interest at a rate reflecting, as the base rate, the terms under the Sub-financing Agreement, together with an appropriate on-lending margin to be established in the LOC Manual, and in accordance with the terms and conditions detailed in the LOC Manual.

4. BRD shall obtain rights adequate to protect its interests and those of the Borrower, and the Bank, including the right to:

- (a) require a PFI to undertake a time-bound institutional development program acceptable to the Bank, designed to enhance its institutional capacity and in particular, its capacity to manage Sub-loans;

(b) suspend or terminate the right of the PFI to use the proceeds, Sub-financing, or obtain a refund of all or any part of the amount of the same then withdrawn, upon such PFI's failure to perform any of its obligations, under the pertinent PFI Funding Agreement;

(c) require the PFI to make Sub-loans available to MSME, and to monitor and evaluate the Sub-projects financed under said Sub-loans with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, including in accordance with the provisions of the Co-financier's Anti-Corruption Guidelines and Bank's Prohibited Practices applicable to borrowers of loan proceeds other than the Borrower, and the Environmental and Social Standards; and to provide, promptly as needed, the resources required for the purposes;

(d) require the PFI to maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the Sub-projects financed, and other activities undertaken, under their PFI Funding Agreement in a manner which contributes to the achievement of the objective of the Project;

(e) require the pertinent PFI to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect its operations and resources and expenditures related to the Project; (ii) at the Bank's or the Borrower's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank;

(f) require the pertinent PFI to enable the Borrower and the Bank to inspect any Subproject or other activity financed, PFI Funding Agreement, its operation and any relevant records and documents;

(g) require the pertinent PFI to comply with prudential standards set by the National Bank of Rwanda and such additional standards as may be set forth or referred to in the LOC Manual; and

(h) require the pertinent PFI to permit the Bank to make all financial statements audited pursuant to sub-paragraph (e) above available to the public in accordance with policies as defined in the LOC Manual.

5. The Borrower, through BRD, shall exercise its rights under each Sub-loan Agreement in such manner as to protect the interests of the Borrower and the Bank, and to accomplish the purposes of the Loan. Except as the Bank shall otherwise

agree, the Borrower shall not assign, amend, abrogate or waive its rights or obligations under any Sub-loan Agreement or any of its provisions.

G. Environmental and Social Requirements

1. The Borrower shall ensure that the Project is carried out in accordance with the Co-financier's Environmental and Social Framework (ESF), and more particularly, in accordance with the Environmental and Social Management Framework (ESMF), Environmental and Social Commitment Plan (ESCP), Resettlement Planning Framework (RPF), Stakeholder Engagement Plan (SEP), Labor Management Procedures (LMP), Gender Action Plan (GAP) and site-specific instruments such as Environmental and Social Impacts Assessment (ESIA), Environmental and Social Management Plan (ESMP), and Resettlement Action Plan (RAP). To this end, the Borrower shall ensure that the measures set forth or referred to in Section H of the Co-financing Agreement are implemented in accordance with said Section.
2. Without limitation to the provision of paragraph 1 above, the Borrower understands and agrees that in case a complaint regarding compliance with the Co-financier's Safeguards Policy and Procedures is received by the Bank, the Bank shall refer such complaints for investigation to the Co-financier, which shall investigate through its independent accountability mechanism.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

1. The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of the indicators set forth or referred to in the Project Operations Manual. Each Project Report shall cover the period of one (1) calendar semester and shall be furnished to the Bank not later than one (1) month after the end of the period covered by such report.
2. For purposes of Section 5.08(c) of the General Conditions, the Completion Report shall be furnished to the Bank not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Borrower shall through EDCL and BRD prepare and furnish to the Bank not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Bank.

3. The Borrower shall have the Financial Statements audited in accordance with the provisions of Section 5.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank by the Borrower through EDCL and BRD not later than six (6) months after the end of such period.
4. The Borrower shall: (a) authorize the Co-financier and persons or entities designated by it to inspect and copy all accounts, records, and other documents relating to the Project's financial management; and (b) provide a copy of all statements and reports to both the Bank and the Co-financier.

Section III. Procurement

A. General

1. Goods, Works and Services.

All goods, works, consulting services and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with: (a) the applicable requirements set forth or referred to in Co-financier's Procurement Policy; (b) the Procurement Plan; and (c) Schedule 2 of the Co-financing Agreement; provided that no restriction shall be placed upon the procurement of goods and services from any country, so that firms and individuals from all countries may have the opportunity to offer the supply of goods, works and services.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower, to finance Eligible Expenditures as set forth below in the table in paragraph A.2 of this Section.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Loan Allocated (expressed in EUR)	Percentage of Eligible Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consultants' services for Parts 1 of the Project	63,900,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
(2) Goods, works, non-consulting services, and consultants' services for Part 2 of the Project	16,840,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
(3) Grants and operating Costs under Parts 3(a), (b), and (c) of the Project	4,620,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
(4) Line of Credit under Parts 3(d) of the Project	1,160,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
(5) Goods, works, non-consulting services, and consultants' services for Parts 3(e) of the Project	1,160,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
(6) Goods, works, non-consulting services, and consultants' services for Parts 4(a), of the Project	4,040,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
(7) Goods, works, non-consulting services, and consultants' services for Parts 4(b), of the Project	580,000	up to 100% of the amount disbursed based on the approved Annual Works Plans and Budget
TOTAL AMOUNT	92,300,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) from the Loan Account until the Bank has received payment in full of the Front-end Fee; or
 - (b) for payments made prior to the date of this Loan Agreement; or
 - (c) under Category (1) and (2) unless and until the Borrower has caused EDCL to appoint to the EDCL Project Coordination Unit, an environmental risk

management specialist, a social risk management specialist, and a Project health and safety specialist, all with experience, qualifications and under terms of reference satisfactory to the Bank; or

- (d) under Category (3) unless the Borrower has caused the BRD to:
 - (i) prepare and adopt the BRD Project Manual, in form and substance satisfactory to the Bank, and
 - (ii) appoint or recruit to the BRD Single PIU, an environment risk management specialist, and a social risk management specialist, all with experience, qualifications and under terms of reference satisfactory to the Bank; or
- (e) under Category (4) unless the Borrower has caused the BRD to:
 - (i) prepare and adopt the BRD LOC Manual, in form and substance satisfactory to the Bank, and
 - (ii) designate a senior management representative with the responsibility for overall accountability for environmental and social performance of BRD consistent with ESS9, in accordance with the ESCP.

2. The Closing Date is December 31, 2029.

SCHEDULE 3
Amortization Schedule

1. (a) The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each April 15 and October 15 Beginning April 15, 2029 through April 15, 2057	1.72%
On October 15, 2057	1.96%

2. (a) If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
- (b) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
- (c) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date.
3. (a) Amounts of the Loan withdrawn within two (2) calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
- (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-

paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means, the Co-financier’s “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “Annual Work Plan and Budget” means annual work plans and budget prepared annually by the Project Implementing Entities in accordance with the provisions of Section I.A of Schedule 2 to this Agreement.
3. “Beneficiary” means Off-grid Solar companies, a private enterprise in the energy sector, or an eligible household, that are eligible to receive an OSC Grant, a CCS Grant or a PUE Grant to finance a Subproject under Parts 3(a), 3(b), or 3(c) of the Project.
4. “Bank” means the Asian Infrastructure Investment Bank.
5. “Borrower” means the Republic of Rwanda.
6. “BRD” means the Development Bank of Rwanda, established and operating pursuant to Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012, as amended on March 29, 2018.
7. “BRD Legislation” means Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012, as amended on March 29, 2018.
8. “BRD LOC Manual” means the manual for the line of credit under Part 3(d) of the Project, to be prepared in accordance with Section I.E of Schedule 2 to this Agreement.
9. “BRD Project Manual” or “BRD POM” or “Project Implementing Entity’s Manual” means the manual to be prepared in accordance with Section I.B. of Schedule 2 to this Agreement, for BRD Respective Parts of the Project, as may be amended from time to time.
10. “BRD Respective Parts” means Parts 3(a), 3(b), 3(c), 3(d), and 4(b) of the Project, to be implemented by BRD.

11. "BRD Single Project Implementation Unit" or "BRD SPIU" means the unit referred to under Section I.A.2(a) of Schedule 2 to this Agreement.
12. "BRD Subsidiary Agreement" means the agreement to be entered into between the Borrower and BRD and referred to in Section I.C.1(b) of Schedule 2 to this Agreement.
13. "Category" means a category set forth in the table in Section IV.A of Schedule 2 to this Agreement.
14. "CCS Grants" mean the grants to be made available to eligible enterprises under Part 3 of the Project.
15. "Co-financier" means International Development Association (IDA).
16. "Co-financiers" means together the Co-financier and the Bank.
17. "Co-financing" means the co-financing agreement entered between the Borrower and IDA on the amount of \$300,000,000, to be provided by the Co-financier to assist in financing the Project.
18. "Co-financing Agreement" means the agreement to be entered into between the Borrower and the Co-financier providing for the Co-financing.
19. "COMESA" means the regional organization established and operating pursuant to the Treaty Establishing the Common Market for Eastern and Southern Africa, signed on November 5, 1993.
20. "Closing Date" means the date specified in the Loan Agreement (or such later date as the Bank shall establish by notice to the Loan Parties) after which the Bank may, by notice to the Loan parties, terminate the right of the Borrower to withdraw from the Loan Account.
21. "EDCL" or "Energy Development Corporation Limited" means the Borrower's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Borrower's Law No. 17/2018 of April 13, 2018, as superseded by Law No. 007/2021 of February 5, 2021, and as amended by Law No. 019/2023 of March 30, 2023, governing companies, or any successor thereto.
22. "EDCL Legislation" means the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Borrower's Law No. 17/2018 of April 13, 2018, as superseded by Law No. 007/2021 of February 5, 2021, and as amended by Law No. 019/2023 of March 30, 2023, governing companies, or any legal successor thereto.

23. “EDCL Program Coordination Unit” or “EDCL PCU” means the unit referred to under Section I.A.1(a) of Schedule 2 to this Agreement.
24. “EDCL Project Manual” or “EDCL POM” or “Project Implementing Entity’s Manual” means the manual to be prepared in accordance with Section I.B. of Schedule 2 to this Agreement, for EDCL Respective Parts of the Project, as may be amended from time to time.
25. “EDCL Respective Parts” means Parts 1, 2, 3(e), and 4(a) of the Project, to be implemented by EDCL.
26. “EDCL Subsidiary Agreement” means the agreement to be entered into between the Borrower and EDCL and referred to in Section I.C.1(a) of Schedule 2 to this Agreement.
27. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 1, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
28. “Environmental and Social Management Framework” means the framework to be adopted by the Borrower and disclosed, in form and substance satisfactory to the Co-financier, pursuant to the ESCP, and disclosed, in form and substance satisfactory to the Co-financier, said framework setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of the Project, including the risks of gender-based violence and sexual exploitation and abuse, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects’ risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Borrower from time to time, with the prior written agreement of the Bank.
29. “Environmental and Social Standards” or “ESSs” means, collectively, the Co-financier’s: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and

Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Co-financier.

30. “General Conditions” means the “means the “*Asian Infrastructure Investment Bank General Conditions for Sovereign-backed Loans*”, dated October 22, 2021.
31. “Labor Management Procedures” means the labor management procedures to be adopted by the Borrower, in form and substance satisfactory to the Co-financier, pursuant to the ESCP, setting out the Project’s approach and requirements to labor in meeting national requirements as well as the objectives of ESS #2 (on labor and working conditions and ESS #4 (on community health and safety), including procedures on incident investigation and reporting, recording and reporting of non-compliance, emergency preparedness and response procedures, protection of project workers from discrimination, forced labor and child labor, occupational health and safety, codes of conducts and continuous training and awareness for workers, as said instrument may be updated from time to time with the prior written agreement of the Bank.
32. “LOC” means line of credit.
33. “Loan Account” means the account opened by the Bank in its books in the name of the Borrower to which the amount of the Loan is credited.
34. “MPA Program” means the multiphase programmatic approach program designed to increase access to sustainable and clean energy in Eastern and Southern Africa.
35. “OSC Grants” mean the grants to be made available to Off-grid Solar Companies under Part 3 of the Project.
36. “Operating Costs” means the reasonable incremental operating expenses, approved by the Bank, incurred by the Project Implementing Entities on account of the Project implementation, management and monitoring, including salaries of the EDCL PCU and the BRD Single PIU staff, but excluding the salaries of officials and public servants of the Borrower’s civil service.
37. “MSMEs” means micro, small and medium enterprises.

38. “MSME Sub-financing Agreement” means any agreement to be executed between the BRD (acting through the LOC Manager) and an eligible MSME, pursuant to which such MSME shall obtain a Sub-financing on terms a revolving line of credit, as such MSME Sub-financing Agreement may be amended from time to time, with the agreement of the Bank, and such terms include all appendices, schedules and agreements supplemental to the MSME Sub-financing Agreement.
39. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
40. “PFI Funding Agreement” means any of the agreement to be executed between the BRD (acting through the LOC Manager) and an eligible PFI, pursuant to which such PFI shall obtain a Sub-financing in terms of a revolving line of credit, as such PFI funding agreement may be amended from time to time, with the agreement of the Bank, and such term include all appendices, schedules and agreements supplemental to the PFI Funding Agreement.
41. “Participating Financial Institutions” or “PFIs” means eligible commercial banks, or microfinance banks, or savings and credit cooperatives, to be selected by the BRD to receive a Sub-financing under Part 3(d) of the Project, on the basis of the criteria and approval procedures set forth in the LOC Manual, and under Section I.E of Schedule 2 to this Agreement.
42. “Procurement Regulations” means the Co-financier’s “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
43. “Project Agreement” means the Agreement entered by and between the Bank and the Project Implementing Entities.
44. “Project Implementing Entity” means either the EDCL or BRD (together, “Project Implementing Entities”).
45. “Project Operations Manual” or “POMs” mean the EDCL POM and the BRD POM.
46. “RBF Facilities” means the Results Based Financing Facility to eligible Off-grid Solar Companies, the Results Based Financing Facility for Clean Cooking Solutions, all described under Part 3 of the Project.

47. “Regional Bodies” means the regional organizations participating in the MPA Program, namely, COMESA, and TDB, and other regional organizations that may participate in future projects under the MPA Program.
48. “Resettlement Policy Framework” means the resettlement policy framework to be adopted by the Borrower and disclosed, in form and substance satisfactory to the Co-financier, pursuant to the ESCP, said framework consistent with ESS#4 (on land acquisition, restrictions, on land use and involuntary Resettlement), and setting the requirements for preparation of resettlement action plans, and modalities for resettlement and compensation of Project affected persons, as such framework may be amended with the prior written agreement the Bank.
49. “Sector Working Group” means the Borrower’s energy sector working group referred in under Part 4(a) of the Project.
50. “Subsidiary Agreements” means the EDCL Subsidiary Agreement and the BRD Subsidiary Agreement, as referred to in Section I.C of Schedule 2 to this Loan Agreement, pursuant to which the Borrower shall make the proceeds of the Loan available to the Project Implementing Entities.
51. “Sub-financing” means a sub-loan to be made under Part 3(d) of the Project by the BRD (acting through the LOC Manager) to an MSME, or to a PFI pursuant to the MSME Sub-financing Agreement, or to the PFI Funding Agreement.
52. “Sub-loan” means a sub-financing to be made by a pertinent PFI to an MSME pursuant to a Sub-loan Agreement.
53. “Sub-project” means (i) for the purpose of Grants under Parts 3(a), 3(b), and 3(c) of the Project means a sub-project that is vetted and appraised by BRD in accordance with the guidelines and procedures established in the BRD Manual; and (ii) for the purpose of Part 3(d) of the Project, a qualifying off-grid electrification, clean cooking technology and productive uses of energy activity to be financed under a Sub-loan from an eligible PFI to a qualifying MSME.
54. “Training” means the reasonable cost of training under approved Annual Work Plans and Budgets, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 064/01 ryo ku wa 26/06/2024 ryemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki ya Aziya ishinze gutera inkunga ishoramari rigamije ibikorwa remezo, yerekeranye n'inguzanyo ya miliyoni mirongo cyenda n'ebyiri n'ibihumbi magana atatu z'Amayero (EUR 92.300.000) igenewe umushinga wo kwihutisha iterambere rishingiye ku kwegereza abaturage ingufu zirambye kandi zitangiza ibidukikije, yashyiriweho umukono i Kigali mu Rwanda, ku wa 07 Gicurasi 2024	Seen to be annexed to Presidential Order n° 064/01 of 26/06/2024 ratifying the Loan Agreement between the Republic of Rwanda and the Asian Infrastructure Investment Bank, relating to the loan of ninety-two million three hundred thousand euros (EUR 92,300,000) for accelerating sustainable and clean energy access transformation project, signed in Kigali, Rwanda, on 07 May 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 064/01 du 26/06/2024 ratifiant l'Accord de prêt entre la République du Rwanda et la Banque Asiatique d'investissement pour les infrastructures, relatif au prêt de quatre-vingt-douze millions trois cents mille euros (92.300.000 EUR) pour le projet d'accélération de la transformation d'accès à l'Energie durable et propre, signé à Kigali, au Rwanda, le 07 mai 2024
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Kigali, 26/06/2024

(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° 065/01 RYO KU WA 26/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (USD 120.000.000), IGENEWE UMUSHINGA W'U RWANDA WO KWITEGURA IBYOREZO BY'INDWARA, KUBISHAKIRA IBISUBIZO NO GUHANGANA NA BYO HAKORESHEJWE UBURYO BWA GAHUNDA Z'IBYICIRO BYINSHI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 31 GICURASI 2024	PRESIDENTIAL ORDER N° 065/01 OF 26/06/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED TWENTY MILLION UNITED STATES DOLLARS (USD 120,000,000) FOR RWANDA HEALTH EMERGENCY PREPAREDNESS, RESPONSE AND RESILIENCE PROJECT USING THE MULTIPHASE PROGRAMMATIC APPROACH, SIGNED IN KIGALI, RWANDA, ON 31 MAY 2024	ARRÊTÉ PRÉSIDENTIEL N° 065/01 DU 26/06/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT VINGT MILLIONS DE DOLLARS AMÉRICAINS (120.000.000 USD) POUR LE PROJET DE PRÉPARATION, DE RÉPONSE ET DE RÉSILIENCE AUX URGENCES SANITAIRES AU RWANDA UTILISANT L'APPROCHE PROGRAMMATIQUE EN PLUSIEURS PHASES, SIGNÉ À KIGALI, AU RWANDA, LE 31 MAI 2024
<u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y'ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	<u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	<u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Ratification <u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté <u>Article 3:</u> Disposition linguistique <u>Article 4:</u> Entrée en vigueur

ITEKA RYA PEREZIDA N° 065/01 RYO KU WA 26/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (USD 120.000.000), IGENEWE UMUSHINGA W'U RWANDA WO KWITEGURA IBYOREZO BY'INDWARA, KUBISHAKIRA IBISUBIZO NO GUHANGANA NA BYO HAKORESHEJWE UBURYO BWA GAHUNDA Z'IBYICIRO BYINSHI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 31 GICURASI 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'ya 168; Dushingiye ku Itegeko n° 070/2024 ryo ku wa 26/06/2024 ryemera kwemeza burundu	PRESIDENTIAL ORDER N° 065/01 OF 26/06/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED TWENTY MILLION UNITED STATES DOLLARS (USD 120,000,000) FOR RWANDA HEALTH EMERGENCY PREPAREDNESS, RESPONSE AND RESILIENCE PROJECT USING THE MULTIPHASE PROGRAMMATIC APPROACH, SIGNED IN KIGALI, RWANDA, ON 31 MAY 2024 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168; Pursuant to Law n° 070/2024 of 26/06/2024 approving the ratification of the Financing	ARRÊTÉ PRÉSIDENTIEL N° 065/01 DU 26/06/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT VINGT MILLIONS DE DOLLARS AMÉRICAINS (120.000.000 USD) POUR LE PROJET DE PRÉPARATION, DE RÉPONSE ET DE RÉSILIENCE AUX URGENCES SANITAIRES AU RWANDA UTILISANT L'APPROCHE PROGRAMMATIQUE EN PLUSIEURS PHASES, SIGNÉ À KIGALI, AU RWANDA, LE 31 MAI 2024 Nous, KAGAME Paul, Président de la République; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168; Vu la Loi n° 070/2024 du 26/06/2024 approuvant la ratification de l'Accord de
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Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni ijana na makumyabiri z'Amadorari y'Abanyamerika (120.000.000 USD), igenewe umushinga w'u Rwanda wo kwitegura ibyorezo by'indwara, kubishakira ibisubizo no guhangana na byo hakoreshejwe uburyo bwa gahunda z'ibyiciro byinshi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 31 Gicurasi 2024; Tumaze kubona Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni ijana na makumyabiri z'Amadorari y'Abanyamerika (USD 120.000.000), igenewe umushinga w'u Rwanda wo kwitegura ibyorezo by'indwara, kubishakira ibisubizo no guhangana na byo hakoreshejwe uburyo bwa gahunda z'ibyiciro byinshi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 31 Gicurasi 2024; Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of one hundred twenty million American Dollars (USD 120,000,000) for Rwanda health emergency preparedness, response and resilience project using the multiphase programmatic approach, signed in Kigali, Rwanda, on 31 May 2024; Considering the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of one hundred twenty million United States Dollars (USD 120,000,000) for Rwanda health emergency preparedness, response and resilience project using the multiphase programmatic approach, signed in Kigali, Rwanda, on 31 May 2024; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet;	financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de cent vingt millions de Dollars Américains (120.000.000 USD) pour le projet de préparation, de réponse et de résilience aux urgences sanitaires au Rwanda utilisant l'approche programmatique en plusieurs phases, signé à Kigali, Rwanda, le 31 mai 2024; Considérant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de cent vingt millions de Dollars Américains (120.000.000 USD) pour le projet de préparation, de réponse et de résilience aux urgences sanitaires au Rwanda utilisant l'approche programmatique en plusieurs phases, signé à Kigali, au Rwanda, le 31 mai 2024; Sur proposition du Ministre des Finances et de la Planification Économique; Après examen et adoption par le Conseil des Ministres;
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DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano y’inguzanyo hagati ya Repubulika y’u Rwanda n’Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n’inguzanyo ya miliyoni ijana na makumyabiri z’Amadorari y’Abanyamerika (USD 120.000.000), igenewe umushinga w’u Rwanda wo kwitegura ibyorezo by’indwara, kubishakira ibisubizo no guhangana na byo hakoreshejwe uburyo bwa gahunda z’ibyiciro byinshi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 31 Gicurasi 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’Ubuzima bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Icyongereza.	DO ORDER: <u>Article One: Ratification</u> The Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of one hundred twenty million United States Dollars (USD 120,000,000) for Rwanda health emergency preparedness, response and resilience project using the multiphase programmatic approach, signed in Kigali, Rwanda, on 31 May 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 Health are entrusted with the implementation of this Order. <u>Article 3: Language provision</u> This Order was drafted in English.	ARRÊTONS: <u>Article premier: Ratification</u> L’Accord de financement entre la République du Rwanda et l’Association Internationale de Développement, relatif au crédit de cent vingt millions de Dollars Américains (120.000.000 USD) pour le projet de préparation, de réponse et de résilience aux urgences sanitaires au Rwanda utilisant l’approche programmatique en plusieurs phases, signé à Kigali, au Rwanda, le 31 mai 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 la Santé sont chargés de l’exécution du présent arrêté. <u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en anglais.
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<u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/06/2024

(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° 065/01 RYO KU WA 26/06/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (USD 120.000.000), IGENEWE UMUSHINGA W'U RWANDA WO KWITEGURA IBYOREZO BY'INDWARA, KUBISHAKIRA IBISUBIZO NO GUHANGANA NA BYO HAKORESHEJWE UBURYO BWA GAHUNDA Z'IBYICIRO BYINSHI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 31 GICURASI 2024	ANNEX TO PRESIDENTIAL ORDER N° 065/01 OF 26/06/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED TWENTY MILLION UNITED STATES DOLLARS (USD 120,000,000) FOR RWANDA HEALTH EMERGENCY PREPAREDNESS, RESPONSE AND RESILIENCE PROJECT USING THE MULTIPHASE PROGRAMMATIC APPROACH, SIGNED IN KIGALI, RWANDA, ON 31 MAY 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 065/01 DU 26/06/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT VINGT MILLIONS DE DOLLARS AMÉRICAINS (120.000.000 USD) POUR LE PROJET DE PRÉPARATION, DE RÉPONSE ET DE RÉSILIENCE AUX URGENCES SANITAIRES AU RWANDA UTILISANT L'APPROCHE PROGRAMMATIQUE EN PLUSIEURS PHASES, SIGNÉ À KIGALI, AU RWANDA, LE 31 MAI 2024
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AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA MAKUMYABIRI Z'AMADORARI Y'ABANYAMERIKA (USD 120.000.000), IGENEWE UMUSHINGA W'U RWANDA WO KWITEGURA IBYOREZO BY'INDWARA, KUBISHAKIRA IBISUBIZO NO GUHANGANA NA BYO HAKORESHEJWE UBURYO BWA GAHUNDA Z'IBYICIRO BYINSHI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 31 GICURASI 2024	FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED TWENTY MILLION UNITED STATES DOLLARS (USD 120,000,000) FOR RWANDA HEALTH EMERGENCY PREPAREDNESS, RESPONSE AND RESILIENCE PROJECT USING THE MULTIPHASE PROGRAMMATIC APPROACH, SIGNED IN KIGALI, RWANDA, ON 31 MAY 2024	ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT VINGT MILLIONS DE DOLLARS AMÉRICAINS (120.000.000 USD) POUR LE PROJET DE PRÉPARATION, DE RÉPONSE ET DE RÉSILIENCE AUX URGENCES SANITAIRES AU RWANDA UTILISANT L'APPROCHE PROGRAMMATIQUE EN PLUSIEURS PHASES, SIGNÉ À KIGALI, AU RWANDA, LE 31 MAI 2024
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CREDIT NUMBER IDA 7543-RW

Financing Agreement

(Rwanda Health Emergency Preparedness, Response and Resilience Project
Using the Multiphase Programmatic Approach)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER IDA 7543-RW

FINANCING AGREEMENT

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

WHEREAS:

- A. The Participating Countries, including the Recipient, and the Regional Bodies, have agreed to participate in the MPA Program;
- B. Under Phase I of the MPA Program, the Association extended financial assistance to the Federal Democratic Republic of Ethiopia, Republic of Kenya, and Democratic Republic of Sao Tome and Principe, as well as to the Regional Bodies.
- C. Under subsequent phases of the MPA Program, the Association will extend financing to the Recipient and other Participating Countries;
- D. The Recipient, having satisfied itself as to the feasibility and priority of the Project, has requested the Association to assist in the financing of the project described in Schedule 1 to this Agreement (“Project”); and

WHEREAS the Association has also agreed, on the basis, *inter alia*, of the foregoing, to extend the financing provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement.

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of one hundred twenty million Dollars (\$120,000,000), as such amount may be

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converted from time to time through a Currency Conversion (variously, “Credit” and “Financing”), to assist in financing the Project.

- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are June 1 and December 1 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project and the MPA Program. To this end, the Recipient shall, and shall cause the Rwanda Biomedical Center (“RBC” or the “Project Implementing Entity”), to carry out the Project in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement, and the Project Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity and all conditions precedent to its effectiveness, save for the effectiveness of this Agreement, shall have been met; and
 - (b) The Recipient, through the Project Implementing Entity, has adopted the Project Implementation Manual in accordance with Section I.C of Schedule 2 to this Agreement and in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

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ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is its minister responsible for finance.

5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
+250 25 257 5756	info@minecofin.gov.rw

5.03. For purposes of Section 11.01 of the General Conditions:

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423 (MCI)	1-202-477-6391	rwandainfo@worldbank.org

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Dr. Uzziel Ndagijimana

Authorized Representative

Name: Dr. Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 31-May-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Sahr Kpundeh

Authorized Representative

Name: Sahr Kpundeh

Title: Country Manager, World Bank, Rwanda

Date: 31-May-2024

SCHEDULE 1

Project Description

The objective of the Project is to strengthen health system resilience and multisectoral preparedness and response to Health Emergencies in the Republic of Rwanda.

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

Part 1: Strengthening the Preparedness and Resilience of the Health System to manage Health Emergencies (HEs)

- 1.1. Supporting multisectoral cross-border planning, financing, and governance for improved resilience to HEs through: (a) strengthening the existing One Health Multi-sectoral Coordination Mechanism; (b) technical assistance for the development of a costed and financed national multi-sectoral action plan for “One Health;” (c) strengthening cross-border response including the expansion of the cross-border functional surveillance systems at points of entries with the corresponding Training; and (d) strengthening infection prevention and control initiatives that ensure appropriate guidance and measures at health facilities within districts at the borders to better address the antimicrobial resistance (AMR) burden.
- 1.2. Supporting health workforce skills development through: (a) establishing a gender sensitive Training program to ensure gender inclusivity in science, technology, engineering, and mathematics; (b) establishing a specialized Training program to offer Training on advanced biomedical sciences and instrumentation used in diagnostics including bioengineering, molecular and immunological techniques and using energy efficient and climate adaptive building designs as well as local materials; (c) developing mentorship initiatives led by university-affiliated faculty providing selected graduate students with hands-on opportunities to develop diagnostic assays responding to unmet clinical needs; (d) Training additional professionals such as field epidemiologists, data scientists, bioinformaticians, and laboratory professionals, under an equity lens for gender and inclusion of professionals from climate vulnerable areas as feasible; (e) develop and execute a focused climate and HE preparedness and response Training; and (f) develop a system for health workforce surge capacity during climate shocks and HEs.
- 1.3. Building capacity for the Recipient’s national health institute (i.e., the Rwanda Biomedical Centre) and improving access to quality health commodities, through: (a) the expansion of the Rwanda Biomedical Centre through capacity building, equipment and the construction of a diagnostics development and research center using energy efficient, climate and gender adaptive building design as well as local materials; (b) the expansion of the Rwanda Biomedical Centre through capacity

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building, equipment and construction to include the One Health laboratory and biobank facility for testing emerging and re-emerging pathogens, including development of national reference standards to manage climate sensitive disease outbreaks; (c) technical assistance to review national laws and other applicable rules on storage, distribution, and control, to determine the adequacy of the technical, legal and regulatory frameworks and their consistency with international best practice, identify any gaps, and implement measures for filling those gaps; (d) technical assistance on the development of a One Health laboratory including risk management and human resource development; (e) strengthening the capacity of the national regulatory agencies and regional centers of regulatory excellence; and (f) technical assistance to develop a five-year roadmap, plans of action, and strategy to guide the functioning of the diagnostics development and research center and the One Health laboratory and biobank facility and lead the implementation of enhanced quality laboratory response.

- 1.4. Supporting information systems for HEs and the digitalization of health sector through: (a) establishing disease surveillance digital platforms that include village-based health risk registries from human, animal, and environmental sources across institutions and that includes gender-specific demographics to enable early outbreak detection; (b) building interactive data visualization tools for policymakers that overlay predictive models with assets and resources data to aid risk communication and response planning that can be gender-specific as relevant, with a focus on modelling of climate change impacts; (c) improving the quality and reliability of data and geographic coverage of existing digital health information platforms; (d) establishing real-time monitoring systems of facility service availability and readiness to monitor the disruptions to essential health services; and (e) integrating meteorologic and air quality-related data into the surveillance and health information system.

Part 2: Improving early detection of and response to HEs through a multisectoral approach

- 2.1. Supporting collaborative multisectoral gender-responsive surveillance and laboratory diagnostics by: (a) establishing an emergency operations center on permanent basis to coordinate health security efforts with integrated data dash boards for gender-disaggregated surveillance; (b) expanding multi-pathogen testing and sequencing abilities to better characterize and monitor dynamics of public health threats; and (c) strengthening environmental surveillance systems to monitor wastewater for emerging and reemerging public health threats.
- 2.2. Supporting emergency management, coordination, and essential service continuity by: (a) improving the quality of maternal, newborn, child and adolescent health services through (i) the optimization of existing maternal, newborn and child health (MNCH) interventions; (ii) the adoption and implementation of MNCH bundles and innovations; (iii) supporting the rehabilitation and/or renovation and

upgrading of eight (8) existing health centers to “medicalized health center”-level facilities in selected remote areas and hard to access district hospitals; (iv) equipment; and (v) technical assistance for the implementation of norms and procedures for maternal child health, non-communicable diseases (NCDs), mental health and HE; (b) strengthening mental health preparedness and response capacity for public HEs, including the case management for referral systems for standard and HE cases including the transfer system of MNCH emergencies, worsening NCDs cases and quick assistance to suspected cases of pandemic-prone diseases, including procurement of equipped ambulances and Training of staff in emergency neonatal care, obstetric care and basic life support.

- 2.3. Supporting risk communication and community engagement (RCCE), empowerment, and social protection for all HEs through: (a) Training to community health workers to drive public HE protection awareness and behaviors among communities; (b) developing appropriate public health risk communications to reach women, girls, men and boys across gender divides and reaching them through appropriate media including mass media and community level platforms; (c) technical assistance for developing a national climate and health adaptation plan with the community; and (d) assessment of health system performance during climate shocks; and (e) execution of climate shock response simulation exercises.

Part 3: Project Management

Supporting Project management through: (a) strengthening monitoring and evaluation of the Project; (b) provision of technical assistance and facilitation of data-based cross-border learning initiatives, and the learning agenda; and (c) supporting Project coordination and management including procurement, financial management, environmental and social aspects, and reporting through the acquisition of goods, provision of technical advisory services, Training, and Operating Costs.

Part 4: Contingent Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

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SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Single Project Implementation Unit – RBC

- (a) The RBC as Project Implementing Entity shall be responsible for overall Project day-to-day management and implementation, including financial management, procurement and environmental and social aspects as well as the monitoring and evaluation and technical aspects of the Project, as further detailed in the Project Implementation Manual. The Project Implementing Entity shall coordinate the technical implementation of the Project with the Rwanda Agriculture and Animal Resources Development Board (RAB), the Rwanda Development Board (RDB), the Rwanda Environment Management Authority (REMA), the Gender Monitoring Office (GMO) and the National Child Development Agency (NCDA).
- (b) The Recipient shall ensure that, throughout Project implementation, the Project Implementing Entity has adequate resources and staffing, with qualifications and experience acceptable to the Association, to carry out its responsibilities under the Project, as further detailed in the Project Implementation Manual.
- (c) The Recipient shall maintain, within RBC, the Single Project Implementation Unit (“RBC-SPIU”) throughout Project implementation, with a composition, resources and mandate satisfactory to the Association, all as further detailed in the Project Implementation Manual.

2. One Health Multi-sectoral Coordination Mechanism

The Recipient shall maintain the One Health Multi-sectoral Coordination Mechanism throughout Project implementation, which shall include inter-ministerial and inter-agency representatives from finance, health, agriculture, environment and other social and economic clusters institutions with terms of reference satisfactory to the Association, and shall be responsible for providing high-level oversight, steering and policy direction on the implementation of the Project, all as further detailed in the Project Implementation Manual.

3. Regional Advisory Committee

The Recipient shall through the Project Implementing Entity designate at all times during Project implementation representative(s) to participate in the Regional

Advisory Committee, under terms of reference and with qualified and experienced members in adequate number, all satisfactory to the Association and as further set out in the Project Implementation Manual.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity (“Subsidiary Agreement”) under terms and conditions approved by the Association, which shall include that the proceeds of the Financing so made available shall be provided in grant terms.
2. The Subsidiary Agreement shall include *inter alia*:
 - (a) the obligation of the Project Implementing Entity to carry out of the Project with due diligence and efficiency, in conformity with appropriate administrative, financial and technical practices, the Project Implementation Manual, Procurement Regulations, Anti-Corruption Guidelines and Environmental and Social Commitment Plan, and provide, or cause to be provided, promptly as needed, the facilities, services and other resources required for the Project;
 - (b) the right of the Recipient to exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purpose of the Financing, including the right of the Recipient, as applicable, to suspend or terminate the Project Implementing Entity’s ability benefit from the proceeds of the Financing or to obtain a refund of all or any part of the amount of the financing then withdrawn, upon the Project Implementing Entity failure to perform any of the obligations under the Subsidiary Agreement;
 - (c) the obligation of the Project Implementing Entity to: (i) comply with record keeping, auditing and reporting requirements set forth in this Agreement (operations, resources and expenditure) for the Project; (ii) at the Association’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association; and (iii) promptly furnish the statements as so audited to the Recipient and the Association;
 - (d) the obligation of the Project Implementing Entity to: (i) at the request of the Recipient or the Association, exchange views with the Recipient and the Association with regard to the progress of the Project and the performance of its obligations under the Subsidiary Agreement; (ii) enable

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the Recipient and the Association to inspect the Project Implementing Entity's implementation of activities under the Project and any relevant records and documents; and (iii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request; and

- (e) the obligation of the Project Implementing Entity to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of the Project, or the performance of its obligations under the Subsidiary Agreement.

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

C. Project Implementation Manual

1. The Recipient shall, and shall cause the Project Implementing Entity to, prepare and adopt an implementation manual acceptable to the Association ("Project Implementation Manual" or "PIM"), which shall contain detailed work flow, methods and procedures for the implementation of the Project, including but not limited to: (i) administration and coordination arrangements, including placement of necessary human resources for Project implementation; (ii) performance indicators of the Project; (iii) procurement arrangements; (iv) disbursement arrangements, reporting requirements, financial management procedures and audit procedures; (v) monitoring and evaluation; (vi) corruption and fraud prevention measures; (vii) roles and responsibilities of the RBC-SPIU and the One Health Multi-sectoral Coordination Mechanism in the implementation of the Project and coordination arrangements with RAB, RDB, REMA, GMO, NCDA; (viii) Personal Data collection and processing requirements in accordance with applicable national law and good international practice; (ix) environmental and social framework aspects, including a detailed description of the grievance redress mechanism process as well as any process for recording and reporting project-related accidents and incidents; (x) details on the composition and working arrangements of the Regional Advisory Committee; and (xi) such other arrangements and procedures as shall be required for the effective implementation of the Project.

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2. The Recipient shall, and shall cause the Project Implementing Entity to, exchange views with the Association on the PIM prior to its adoption, and thereafter ensure that the Project is carried out in accordance with the PIM.
3. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the PIM; provided, however, that in case of any conflict between the provisions of the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the PIM.

D. Annual Work Plan and Budget

1. The Recipient shall, through the Project Implementing Entity, prepare and furnish to the Association not later than March 31 of each Fiscal Year during the implementation of the Project, a consolidated work plan and budget containing *inter alia*: (i) all activities proposed to be implemented under the Project during the following Fiscal Year; (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor and disbursement schedule; and (iii) the training plan for such period.
2. The Recipient shall, through the Project Implementing Entity, ensure that in preparing any training plan proposed for inclusion in an annual work plan and budget it shall identify in the training plan: (i) the objective and content of the Training envisaged; (ii) the selection method of the institutions or individuals conducting such Training, and said institutions if already known; (iii) the expected duration and an estimate of the cost of said Training; and (iv) the selection method of the personnel who will attend the Training, and number and names of such personnel if already known.
3. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed annual work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan and Budget”).
4. The Recipient shall not make or allow to be made any changes to the approved Annual Work Plan and Budget without prior approval in writing by the Association.
5. Without limitation on the provisions of this Section, the Recipient shall prepare and furnish to the Association the first proposed Annual Work Plan and Budget required under the Project not later than one month after the Effective Date.

E. Environmental and Social Standards

1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall, and shall cause the Project Implementing Entity: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:

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- (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 6. The Recipient shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 7. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

F. Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingent Emergency Response Part”), the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part;

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- (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
 - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
2. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.
 3. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

G. Memoranda of Understanding with the Regional Bodies

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1. In order to maximize the benefits of regional harmonization for purposes of the Project, no later than three months after the Effective Date, the Recipient shall enter into a separate memorandum of understanding with each of the Regional Bodies (the “MOU”, or in the case of separate memoranda, each an “MOU”), in form and substance satisfactory to the Association, as such MOU shall include provisions to the effect of ensuring that the Recipient shall participate in any activity carried out by the Regional Bodies under the MPA, including *inter alia* training events, workshops, data collection and analysis or knowledge-sharing.
2. The Recipient shall exercise its rights and obligations under the MOU(s) in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the MOU(s) or any provision contained therein (whether in whole or in part).
3. In the event of any conflict between the provisions of the MOU(s) and those of this Agreement the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

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

Section III. Withdrawal of the Proceeds of the Financing

A. General

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

Category	Amount of the Credit Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)

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(1) Goods, works, non-consulting services, and consulting services, Training and Operating Costs under Parts, 1, 2 and 3 of the Project	120,000,000	100%
(2) Emergency Expenditures under Part 4 of the Project	0	
TOTAL AMOUNT	120,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date or
 - (b) for Emergency Expenditures under Category (2), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (2); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
2. The Closing Date is March 31, 2030.

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SCHEDULE 3

Repayment Schedule

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

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to renumbered Section 3.03 (b) (originally numbered Section 3.05 (b)) of the General Conditions.

APPENDIX

Section I. Definitions

1. “AMR” means antimicrobial resistance.
2. “Annual Work Plan and Budget” or “AWP&B” means the work plan and budget prepared annually by the Recipient in accordance with the provisions of Section I.D. of Schedule 2 to this Agreement.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011 and as of July 1, 2016.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CERC Manual” means the manual referred to in Section I.F. of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Operations Manual.
6. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
7. “ECSA-HC” means East, Central and Southern Africa Health Community, a regional organization established and operating under the ECSA Convention.
8. “ECSA Convention” means the Convention of the East, Central and Southern Africa Health Community dated November 22, 2002, which entered into force and effect as of July 1, 1980, in accordance with Article 17 of the Convention, pursuant to which ECSA-HC was established and is operating.
9. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
10. “Emergency Action Plan” means the plan referred to in Section I.F. of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
11. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.F. of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.

12. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 5, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
13. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
14. “Fiscal Year” means the twelve (12) month period corresponding to any of the Recipient’s fiscal years, which period commences on July 1 and ends on June 30 of the following year.
15. “Gender Monitoring Office” or “GMO” means the Recipient’s gender monitoring office, established and operating pursuant to *Law N° 51/2007 of 20/09/2007 Determining the Responsibilities, Organisation and Functioning of the Gender Monitoring Office in Rwanda*, as amended from time to time, or any successor thereto acceptable to the Association.
16. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
17. “Health Emergencies” or “HEs” means any acute or chronic shocks to health systems that by virtue of scale, timing, or unpredictability overwhelm routine capabilities and hinder the provision of essential health services.

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18. “IGAD” means Intergovernmental Authority on Development, a regional economic community set up through IGAD Constitutive Agreement, responsible for carrying out the Project.
19. “IGAD Constitutive Agreement” means the agreement establishing the Inter-Governmental Authority on Development of March 21, 1996.
20. “MNCH” means maternal, newborn and child health.
21. “MOU” means the memorandum of understanding in accordance with section I.G. of Schedule 2 to this Agreement.
22. “MPA Program” means the multiphase programmatic approach program designed to strengthen health system resilience and multisectoral preparedness and response to health emergencies in Eastern and Southern Africa.
23. “National Child Development Agency” or “NCDA” means a non-commercial public institution of the Recipient established and operating pursuant to Recipient’s *Presidential Order No 083/01 of 28/08/2020 establishing the National Child Development Agency*, as amended from time to time, or any successor thereto acceptable to the Association.
24. “NCD” means non-communicable disease.
25. “One Health” means an approach that recognizes that the health of people is closely connected to the health of animals and our shared environment and demands collaboration across three interdependent sectors—animal health (agriculture sector), human health (health sector) and ecosystems (environmental sector)—to prevent, detect and respond to disease threats.
26. “One Health Multi-sectoral Coordination Mechanism” means the mechanism established and operating pursuant to the Recipient’s One Health Policy dated March 2021 and issued by the Recipient’s ministry responsible for health, or any successor thereto acceptable to the Association; which will also provide oversight to the implementation of the Project as provided in Section I.A.2 of Schedule 2 to this Agreement.
27. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient in connection with Project implementation, including consumable materials and supplies, communications, mass media and printing services, vehicle insurance, rental, operation and maintenance, utilities, office rental and maintenance, charges for the opening and operation of bank accounts required for the Project, travel, lodging and per diems, and salaries of contractual staff working on the Project (other than consulting services), but excluding salaries of officials of the Recipient.

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28. “Participating Countries” means the countries participating: (i) in Phase I of the MPA Program, namely Federal Democratic Republic of Ethiopia, Republic of Kenya, and Democratic Republic of Sao Tome and Principe; (ii) in subsequent phases under the MPA Program. “Participating Country” means any one of the Participating Countries.
29. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification, number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
30. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
31. “Project Implementing Entity”, “Rwanda Biomedical Centre” or “RBC” means the Recipient’s national health institute, an independent legal entity established and operating pursuant to the Project Implementing Entity Legislation, or any successor thereto acceptable to the Association.
32. “Project Implementing Entity Legislation” means the Recipient’s Law Presidential Order N° 032/01 of 06/05/2022 *governing Rwanda Biomedical Centre* establishing the RBC and determining its mission, organization and functioning, as amended from time to time.
33. “Project Implementation Manual” or “PIM” means the Project’s implementation manual referred to in Section I.C of Schedule 2 to this Agreement.
34. “RCCE” means risk communication and community engagement.
35. “Regional Advisory Committee” or “RAC” means the committee to be co-convened by the Regional Bodies that shall: (a) be responsible for interregional-level coordination of Project implementation among the Participating Countries and the Regional Bodies including, *inter alia*: (i) providing strategic guidance and oversight; (ii) act as the main mechanism for interregional knowledge exchange and planning, and exploring opportunities for partnerships; and (iii) monitoring and evaluation of Project implementation, and reporting and record keeping; (b) meet semi-annually in the first year of Project implementation and annually thereafter; and (c) include representatives of all Participating Countries and Regional Bodies, as well as representatives of the Association and other entities as further described in the PIM.

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36. “Regional Bodies” means the regional and sub-regional organizations participating in this MPA Program, namely IGAD and ECSA-HC, and any other regional body as agreed by the Association and notified in writing to the Recipient, all listed in the PIM. “Regional Body” means any one of the Regional Bodies.
37. “RBC Single Project Implementation Unit” or “RBC-SPIU” means the project implementation unit established with the Rwanda Biomedical Center pursuant to [*Prime Minister’s Order No 167/03 of 21/12/2020 Determining Organisational Structure of Rwanda Biomedical Centre*], as amended from time to time and referred to in Section I.A. of Schedule 2 to this Agreement.
38. “RMNCAH” means reproductive, maternal, neonatal, child and adolescent health.
39. “Rwanda Agriculture and Animal Resources Development Board” or “RAB” means a non-commercial public institution established and operating pursuant to Recipient’s *Law N°14/2017 of 14/04/2017 establishing Rwanda Agriculture and Animal Resources Development Board (Rab) and Determining its Mission, Organisation and Functioning*, as amended from time to time, or any successor thereto acceptable to the Association.
40. “Rwanda Development Board” or “RDB” means a specialized organ of the Recipient established and operating pursuant to Recipient’s *Law No 057/2023 of 17/11/2023 governing Rwanda Development Board*, as amended from time to time, or any successor thereto acceptable to the Association.
41. “Rwanda Environment Management Authority” or “REMA” means a non-commercial public institution, established and operating pursuant to Recipient’s *Presidential Order No 033/01 of 06/05/2022 governing Rwanda Environment Management Authority*, as amended from time to time, or any successor thereto acceptable to the Association.
42. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
43. “Subsidiary Agreement” means the subsidiary agreement referred to in Section I.B of Schedule 2 to this Agreement.
44. “Training” means the training of persons involved in Project-supported activities, based on the Annual Work Plan and Budget approved by the Association, such as, tuitions, seminars, workshops, and study tours, and costs associated with such activities including travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.
2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:

“66. “Interest Charge” means the interest charge for the purpose of Section 3.07.
3. Paragraph 100 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to “Service Charge” or “Service Charges” in any provision of the General Conditions is deleted.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 065/01 ryo ku wa 26/06/2024 ryemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni ijana na makumyabiri z'Amadorari y'Abanyamerika (USD 120.000.000), igenewe umushinga w'u Rwanda wo kwitegura ibyorezo by'indwara, kubishakira ibisubizo no guhangana na byo hakoreshejwe uburyo bwa gahunda z'ibyiciro byinshi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 31 Gicurasi 2024	Seen to be annexed to Presidential Order n° 065/01 of 26/06/2024 ratifying the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of one hundred twenty million United States Dollars (USD 120,000,000) for Rwanda health emergency preparedness, response and resilience project using the multiphase programmatic approach, signed in Kigali, Rwanda, on 31 May 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 065/01 du 26/06/2024 ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de cent vingt millions de Dollars Américains (120.000.000 USD) pour le projet de préparation, de réponse et de résilience aux urgences sanitaires au Rwanda utilisant l'approche programmatique en plusieurs phases, signé à Kigali, au Rwanda, le 31 mai 2024
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Kigali, 26/06/2024

(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