



Umwaka wa 63
Igazeti ya Leta n° Idasanze
yo ku wa 03/12/2024

Year 63
Official Gazette n° Special of
03/12/2024

63^{ème} Année
Journal Officiel n° Spécial du
03/12/2024

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Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64, iya 85 n'iya 168; Imaze gusuzuma Sitati y'Ihuriro rya <i>Hague</i> ku mategeko mbonezamubano mpuzamahanga yemerejwe i <i>Hague</i>, mu Buhorandi, ku wa 31 Ukwakira 1951 atangira gukurikizwa ku wa 15 Nyakanga 1955; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza kuba kimwe mu bihugu bihuriye kuri Sitati Iri tegeko ryemera kwemeza ko u Rwanda ruba kimwe mu bihugu bihuriye kuri Sitati y'Ihuriro rya <i>Hague</i> ku mategeko mbonezamubano mpuzamahanga yemerejwe i <i>Hague</i>, mu Buhorandi, ku wa 31 Ukwakira 1951 atangira gukurikizwa ku wa 15 Nyakanga 1955, iri ku mugereka w'iri tegeko. <u>Ingingo ya 2:</u> Ingingo y'ururimi Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	Pursuant to the Constitution of the Republic of Rwanda, especially in its Articles 64, 85 and 168; After consideration of the Statute of The Hague Conference on Private International Law adopted at The Hague, Netherlands, on 31 October 1951 and entered into force on 15 July 1955; ADOPTS: <u>Article One:</u> Approval for accession to the Statute This Law approves the accession of Rwanda to the Statute of The Hague Conference on Private International Law adopted at The Hague, Netherlands, on 31 October 1951 and entered into force on 15 July 1955, in Annex of this Law. <u>Article 2:</u> Language provision This Law was drafted in English, considered and adopted in Ikinyarwanda.	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64, 85 et 168 ; Après examen du Statut de la Conférence de La Haye de droit international privé adopté à La Haye, aux Pays-Bas, le 31 octobre 1951 et entré en vigueur le 15 juillet 1955 ; ADOPTÉ : <u>Article premier :</u> Approbation pour adhésion au Statut La présente loi approuve l'adhésion du Rwanda au Statut de La Conférence de La Haye de droit international privé adopté à La Haye, aux Pays-Bas, le 31 octobre 1951 et entré en vigueur le 15 juillet 1955, en annexe de la présente loi. <u>Article 2 :</u> Disposition linguistique La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
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<u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<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.	<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, 29/11/2024

(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° 075/2024 RYO KU WA 29/11/2024 RYEMERA KWEMEZA KO U RWANDA RUBA KIMWE MU BIHUGU BIHURIYE KURI SITATI Y'IHURIRO RYA <i>HAGUE</i> KU MATEGEKO MBONEZAMUBANO MPUZAMAHANGA YEMEREJWE I <i>HAGUE</i>, MU BUHORANDI, KU WA 31 UKWAKIRA 1951 ATANGIRA GUKURIKIZWA KU WA 15 NYAKANGA 1955	ANNEX TO LAW N° 075/2024 OF 29/11/2024 APPROVING THE ACCESSION OF RWANDA TO THE STATUTE OF THE HAGUE CONFERENCE ON PRIVATE INTERNATIONAL LAW ADOPTED AT THE HAGUE, NETHERLANDS, ON 31 OCTOBER 1951 AND ENTERED INTO FORCE ON 15 JULY 1955	ANNEXE A LA LOI N° 075/2024 DU 29/11/2024 APPROUVANT L'ADHÉSION DU RWANDA AU STATUT DE LA CONFÉRENCE DE LA HAYE DE DROIT INTERNATIONAL PRIVÉ ADOPTÉ À LA HAYE, AUX PAYS-BAS, LE 31 OCTOBRE 1951 ET ENTRÉ EN VIGUEUR LE 15 JUILLET 1955
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STATUT DE LA CONFÉRENCE DE LA HAYE DE DROIT INTERNATIONAL PRIVÉ¹

(Entré en vigueur le 15 juillet 1955)

Les Gouvernements des Pays ci-après énumérés:

la République Fédérale d'Allemagne, l'Autriche, la Belgique, le Danemark, l'Espagne, la Finlande, la France, l'Italie, le Japon, le Luxembourg, la Norvège, les Pays-Bas, le Portugal, le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, la Suède et la Suisse;

considérant le caractère permanent de la Conférence de La Haye de Droit International Privé;

désirant accentuer ce caractère;

ayant, à cette fin, estimé souhaitable de doter la Conférence d'un Statut;

sont convenus des dispositions suivantes:

Article premier

La Conférence de La Haye a pour but de travailler à l'unification progressive des règles de droit international privé.

¹ Le Statut a été adopté lors de la Septième session de la Conférence de La Haye de droit international privé, le 31 octobre 1951, et est entré en vigueur le 15 juillet 1955. Des amendements ont été adoptés lors de la Vingtième session le 30 juin 2005 (Acte final, C), approuvés par les Membres le 30 septembre 2006 et sont entrés en vigueur le premier janvier 2007.

Article 2

- 1. Sont Membres de la Conférence de La Haye de Droit International Privé les Etats qui ont déjà participé à une ou plusieurs Sessions de la Conférence et qui acceptent le présent Statut.**
- 2. Peuvent devenir Membres tous autres Etats dont la participation présente un intérêt de nature juridique pour les travaux de la Conférence. L'admission de nouveaux Etats membres est décidée par les Gouvernements des Etats participants, sur proposition de l'un ou de plusieurs d'entre eux, à la majorité des voix émises, dans un délai de six mois à dater du jour où les Gouvernements ont été saisis de cette proposition.**
- 3. L'admission devient définitive du fait de l'acceptation du présent Statut par l'Etat intéressé.**

Article 3

- 1. Les Etats membres de la Conférence peuvent, lors d'une réunion relative aux affaires générales et à la politique rassemblant la majorité d'entre eux, à la majorité des voix émises, décider d'admettre également comme Membre toute Organisation régionale d'intégration économique qui a soumis une demande d'admission au Secrétaire général. Toute référence faite dans le présent Statut aux Membres comprend ces Organisations membres, sauf dispositions contraires. L'admission ne devient définitive qu'après l'acceptation du Statut par l'Organisation régionale d'intégration économique concernée.**
- 2. Pour pouvoir demander son admission à la Conférence en qualité de Membre, une Organisation régionale d'intégration économique doit être**

composée uniquement d'Etats souverains, et doit posséder des compétences transférées par ses Etats membres pour un éventail de questions qui sont du ressort de la Conférence, y compris le pouvoir de prendre des décisions sur ces questions engageant ses Etats membres.

3. Chaque Organisation régionale d'intégration économique qui dépose une demande d'admission présente, en même temps que sa demande, une déclaration de compétence précisant les questions pour lesquelles ses Etats membres lui ont transféré compétence.

4. Une Organisation membre et ses Etats membres doivent s'assurer que toute modification relative à la compétence ou à la composition d'une Organisation membre est notifiée au Secrétaire général, lequel diffuse cette information aux autres Membres de la Conférence.

5. Les Etats membres d'une Organisation membre sont réputés conserver leurs compétences sur toute question pour laquelle des transferts de compétence n'ont pas été spécifiquement déclarés ou notifiés.

6. Tout Membre de la Conférence peut demander à l'Organisation membre et ses Etats membres de fournir des informations quant à la compétence de l'Organisation membre à l'égard de toute question spécifique dont la Conférence est saisie. L'Organisation membre et ses Etats membres doivent s'assurer que ces informations sont fournies en réponse à une telle demande.

7. L'Organisation membre exerce les droits liés à sa qualité de Membre en alternance avec ses Etats membres qui sont Membres de la Conférence, dans leurs domaines de compétence respectifs.

8. L'Organisation membre peut disposer, pour les questions relevant de

sa compétence, dans toute réunion de la Conférence à laquelle elle est habilitée à participer, d'un nombre de voix égal au nombre de ses Etats membres qui lui ont transféré compétence sur la matière en question, et qui sont habilités à voter lors de cette réunion et se sont enregistrés pour celle-ci. Lorsque l'Organisation membre exerce son droit de vote, ses Etats membres n'exercent pas le leur, et inversement.

9. « Organisation régionale d'intégration économique » signifie une organisation internationale composée uniquement d'Etats souverains et qui possède des compétences transférées par ses Etats membres pour un éventail de questions, y compris le pouvoir de prendre des décisions engageant ses Etats membres sur ces questions.

Article 4

1. Le fonctionnement de la Conférence est assuré par le Conseil sur les affaires générales et la politique (ci-après: le Conseil), composé de tous les Membres. Les réunions du Conseil se tiennent en principe tous les ans.
2. Le Conseil assure ce fonctionnement par l'intermédiaire d'un Bureau Permanent dont il dirige les activités.
3. Le Conseil examine toutes les propositions destinées à être mises à l'ordre du jour de la Conférence. Il est libre d'apprécier la suite à donner à ces propositions.
4. La Commission d'Etat néerlandaise, instituée par Décret Royal du 20 février 1897 en vue de promouvoir la codification du droit international privé, fixe, après consultation des Membres de la Conférence, la date des Sessions diplomatiques.

5. La Commission d'Etat s'adresse au Gouvernement des Pays-Bas pour la convocation des Membres. Le Président de la Commission d'Etat préside les Sessions de la Conférence.
6. Les Sessions ordinaires de la Conférence auront lieu, en principe, tous les quatre ans.
7. En cas de besoin, le Conseil peut, après consultation de la Commission d'Etat, prier le Gouvernement des Pays-Bas de réunir la Conférence en Session extraordinaire.
8. Le Conseil peut consulter la Commission d'Etat sur toute autre question intéressant la Conférence.

Article 5

1. Le Bureau Permanent a son siège à La Haye. Il est composé d'un Secrétaire général et de quatre Secrétaires qui sont nommés par le Gouvernement des Pays-Bas sur présentation de la Commission d'Etat.
2. Le Secrétaire général et les Secrétaires devront posséder des connaissances juridiques et une expérience pratique appropriées. La diversité de la représentation géographique et de l'expertise juridique seront également prises en compte dans leur nomination.
3. Le nombre des Secrétaires peut être augmenté après consultation du Conseil et conformément à l'article 10.

Article 6

Sous la direction du Conseil, le Bureau Permanent est chargé:

- a) de la préparation et de l'organisation des Sessions de la Conférence

de La Haye, ainsi que des réunions du Conseil et des Commissions spéciales;

b) des travaux du Secrétariat des Sessions et des réunions ci-dessus prévues;

c) de toutes les tâches qui rentrent dans l'activité d'un secrétariat.

Article 7

1. En vue de faciliter les communications entre les Membres de la Conférence et le Bureau Permanent, le Gouvernement de chacun des Etats membres doit désigner un organe national, et chaque Organisation membre un organe de liaison.

2. Le Bureau Permanent peut correspondre avec tous les organes ainsi désignés, et avec les organisations internationales compétentes.

Article 8

1. Les Sessions, et dans l'intervalle des Sessions, le Conseil, peuvent instituer des Commissions spéciales, en vue d'élaborer des projets de Convention ou d'étudier toutes questions de droit international privé rentrant dans le but de la Conférence.

2. Les Sessions, le Conseil et les Commissions spéciales fonctionnent, dans toute la mesure du possible, sur la base du consensus.

Article 9

1. Les coûts prévus au budget annuel de la Conférence sont répartis entre les Etats membres de la Conférence.

2. Une Organisation membre n'est pas tenue de contribuer au budget annuel de la Conférence, en plus de ses Etats membres, mais verse une somme, déterminée par la Conférence en concertation avec l'Organisation membre, afin de couvrir les dépenses administratives additionnelles découlant de son statut de Membre.

3. Dans tous les cas, les indemnités de déplacement et de séjour des Délégués au Conseil et aux Commissions spéciales sont à la charge des Membres représentés.

Article 10

1. Le budget de la Conférence est soumis, chaque année, à l'approbation du Conseil des Représentants diplomatiques des Etats membres à La Haye.

2. Ces Représentants fixent également la répartition, entre les Etats membres, des dépenses mises par ce budget à la charge de ces derniers.

3. Les Représentants diplomatiques se réunissent, à ces fins, sous la Présidence du Ministre des Affaires Etrangères du Royaume des Pays-Bas.

Article 11

1. Les dépenses, résultant des Sessions ordinaires et extraordinaires de la Conférence, sont prises en charge par le Gouvernement des Pays-Bas.

2. En tout cas, les indemnités de déplacement et de séjour des Délégués sont à la charge des Membres respectifs.

Article 12

Les usages de la Conférence continuent à être en vigueur pour tout ce qui n'est pas contraire au présent Statut ou aux Règlements.

Article 13

1. Les modifications au présent Statut doivent être adoptées par consensus des Etats membres présents lors d'une réunion sur les affaires générales et la politique.

2. Ces modifications doivent entrer en vigueur, pour tous les Membres, trois mois après leur approbation, conformément à leurs procédures internes respectives, par les deux tiers des Etats membres, mais pas avant un délai de neuf mois suivant la date de leur adoption.

3. La réunion mentionnée au paragraphe premier peut, par consensus, modifier les délais mentionnés au paragraphe 2.

Article 14

Les dispositions du présent Statut seront complétées par des Règlements, en vue d'en assurer l'exécution. Ces Règlements seront établis par le Bureau Permanent et soumis à l'approbation d'une Session diplomatique, du Conseil des Représentants diplomatiques ou du Conseil sur les affaires générales et la politique.

Article 15

1. Le présent Statut sera soumis à l'acceptation des Gouvernements des Etats ayant participé à une ou plusieurs Sessions de la Conférence. Il entrera en vigueur dès qu'il sera accepté par la majorité des Etats

représentés à la Septième session.

2. La déclaration d'acceptation sera déposée auprès du Gouvernement néerlandais, qui en donnera connaissance aux Gouvernements visés au premier paragraphe de cet article.

3. Le Gouvernement néerlandais notifie, en cas d'admission d'un nouveau Membre, la déclaration d'acceptation de ce nouveau Membre à tous les Membres.

Article 16

1. Chaque Membre pourra dénoncer le présent Statut après une période de cinq ans à partir de la date de son entrée en vigueur aux termes de l'article 15, paragraphe premier.

2. La dénonciation devra être notifiée au Ministère des Affaires Etrangères du Royaume des Pays-Bas, au moins six mois avant l'expiration de l'année budgétaire de la Conférence, et produira son effet à l'expiration de ladite année, mais uniquement à l'égard du Membre qui l'aura notifiée.

Les textes français et anglais du Statut, tel qu'amendé le premier janvier 2007, font également foi.

**STATUTE OF THE HAGUE CONFERENCE ON PRIVATE INTERNATIONAL
LAW²**

(Entry into force 15 July 1955)

The Governments of the countries hereinafter specified:

**the Federal Republic of Germany, Austria, Belgium, Denmark, Spain,
Finland, France, Italy, Japan, Luxembourg, Norway, the Netherlands,
Portugal, the United Kingdom of Great Britain and Northern Ireland,
Sweden and Switzerland;**

**In view of the permanent character of the Hague Conference on Private
International Law;**

Desiring to stress that character;

**Having, to that end, deemed it desirable to provide the Conference with a
Statute;**

Have agreed upon the following provisions:

Article 1

The purpose of the Hague Conference is to work for the progressive

² The Statute was adopted during the Seventh Session of the Hague Conference on Private International Law on 31 October 1951 and entered into force on 15 July 1955. Amendments were adopted during the Twentieth Session on 30 June 2005 (Final Act, C), approved by Members on 30 September 2006 and entered into force on 1 January 2007.

unification of the rules of private international law.

Article 2

1. Members of the Hague Conference on Private International Law are the States which have already participated in one or more Sessions of the Conference and which accept the present Statute.

2. Any other State, the participation of which is from a juridical point of view of importance for the work of the Conference, may become a Member. The admission of new Member States shall be decided upon by the Governments of the participating States, upon the proposal of one or more of them, by a majority of the votes cast, within a period of six months from the date on which that proposal is submitted to the Governments.

3. The admission shall become effective upon the acceptance of the present Statute by the State concerned.

Article 3

1. The Member States of the Conference may, at a meeting concerning general affairs and policy where the majority of Member States is present, by a majority of the votes cast, decide to admit also as a Member any Regional Economic Integration Organisation which has submitted an application for membership to the Secretary General. References to Members under this Statute shall include such Member Organisations, except as otherwise expressly provided. The admission shall become effective upon the acceptance of the Statute by the Regional Economic Integration Organisation concerned.

2. To be eligible to apply for membership of the Conference, a Regional Economic Integration Organisation must be one constituted solely by

sovereign States, and to which its Member States have transferred competence over a range of matters within the purview of the Conference, including the authority to make decisions binding on its Member States in respect of those matters.

3. Each Regional Economic Integration Organisation applying for membership shall, at the time of such application, submit a declaration of competence specifying the matters in respect of which competence has been transferred to it by its Member States.

4. Each Member Organisation and its Member States shall ensure that any change regarding the competence of the Member Organisation or in its membership shall be notified to the Secretary General, who shall circulate such information to the other Members of the Conference.

5. Member States of the Member Organisation shall be presumed to retain competence over all matters in respect of which transfers of competence have not been specifically declared or notified.

6. Any Member of the Conference may request the Member Organisation and its Member States to provide information as to whether the Member Organisation has competence in respect of any specific question which is before the Conference. The Member Organisation and its Member States shall ensure that this information is provided on such request.

7. The Member Organisation shall exercise membership rights on an alternative basis with its Member States that are Members of the Conference, in the areas of their respective competences.

8. The Member Organisation may exercise on matters within its competence, in any meetings of the Conference in which it is entitled to participate, a number of votes equal to the number of its Member States which have transferred competence to the Member Organisation in respect of the matter in question, and which are entitled to vote in and have registered for such meetings. Whenever the Member Organisation exercises its right to vote, its Member States shall not exercise theirs, and conversely.

9. “Regional Economic Integration Organisation” means an international organisation that is constituted solely by sovereign States, and to which its Member States have transferred competence over a range of matters, including the authority to make decisions binding on its Member States in respect of those matters.

Article 4

1. The Council on General Affairs and Policy (hereafter “the Council”), composed of all Members, has charge of the operation of the Conference. Meetings of the Council shall, in principle, be held annually.

2. The Council ensures such operation through a Permanent Bureau, the activities of which it directs.

3. The Council shall examine all proposals intended to be placed on the Agenda of the Conference. It shall be free to determine the action to be taken on such proposals.

4. The Netherlands Standing Government Committee, instituted by Royal Decree of 20 February 1897 with a view to promoting the codification of private international law, shall, after consultation with the Members of

the Conference, determine the date of the Diplomatic Sessions.

5. The Standing Government Committee shall address itself to the Government of the Netherlands for the convocation of the Members. The Chair of the Standing Government Committee presides over the Sessions of the Conference.

6. The Ordinary Sessions of the Conference shall, in principle, be held every four years.

7. If necessary, the Council may, after consultation with the Standing Government Committee, request the Government of the Netherlands to convene the Conference in Extraordinary Session.

8. The Council may consult the Standing Government Committee on any other matter relevant to the Conference.

Article 5

1. The Permanent Bureau shall have its seat at The Hague. It shall be composed of a Secretary General and four Secretaries who shall be appointed by the Government of the Netherlands upon presentation by the Standing Government Committee.

2. The Secretary General and the Secretaries must possess appropriate legal knowledge and practical experience. In their appointment account shall also be taken of diversity of geographic representation and of legal expertise.

3. The number of Secretaries may be increased after consultation with the Council and in accordance with Article 10.

Article 6

Under the direction of the Council, the Permanent Bureau shall be charged with –

- a) the preparation and organisation of the Sessions of the Hague Conference and the meetings of the Council and of any Special Commissions;**
- b) the work of the Secretariat of the Sessions and meetings envisaged above;**
- c) all the tasks which are included in the activity of a secretariat.**

Article 7

1. With a view to facilitating communication between the Members of the Conference and the Permanent Bureau, the Government of each of the Member States shall designate a national organ and each Member Organisation a contact organ.

2. The Permanent Bureau may correspond with all the organs so designated and with the competent international organisations.

Article 8

1. The Sessions and, in the interval between Sessions, the Council, may set up Special Commissions to prepare draft Conventions or to study all questions of private international law which come within the purpose of the Conference.

2. The Sessions, Council and Special Commissions shall, to the furthest extent possible, operate on the basis of consensus.

Article 9

- 1. The budgeted costs of the Conference shall be apportioned among the Member States of the Conference.**
- 2. A Member Organisation shall not be required to contribute in addition to its Member States to the annual budget of the Conference, but shall pay a sum to be determined by the Conference, in consultation with the Member Organisation, to cover additional administrative expenses arising out of its membership.**
- 3. In any case, travelling and living expenses of the delegates to the Council and the Special Commissions shall be payable by the Members represented.**

Article 10

- 1. The budget of the Conference shall be submitted each year to the Council of Diplomatic Representatives of the Member States at The Hague for approval.**
- 2. These Representatives shall also apportion among the Member States the expenses which are charged in that budget to the latter.**
- 3. The Diplomatic Representatives shall meet for such purposes under the chairmanship of the Minister of Foreign Affairs of the Kingdom of the Netherlands.**

Article 11

- 1. The expenses resulting from the Ordinary and Extraordinary Sessions of the Conference shall be borne by the Government of the Netherlands.**
- 2. In any case, the travelling and living expenses of the delegates shall be payable by the respective Members.**

Article 12

The usages of the Conference shall continue to be observed on all points, unless contrary to the present Statute or to the Regulations.

Article 13

1. Amendments to the Statute must be adopted by consensus of the Member States present at a meeting concerning general affairs and policy.

2. Such amendments shall enter into force, for all Members, three months after they are approved by two thirds of the Member States in accordance with their respective internal procedures, but not earlier than nine months from the date of their adoption.

3. The meeting referred to in paragraph 1 may change by consensus the periods of time referred to in paragraph 2.

Article 14

To provide for their execution, the provisions of the present Statute will be complemented by Regulations. The Regulations shall be established by the Permanent Bureau and submitted to a Diplomatic Session, the Council of Diplomatic Representatives or the Council on General Affairs and Policy for approval.

Article 15

1. The present Statute shall be submitted for acceptance to the Governments of States which participated in one or more Sessions of the Conference. It shall enter into force as soon as it is accepted by the

majority of the States represented at the Seventh Session.

2. The statement of acceptance shall be deposited with the Netherlands Government, which shall make it known to the Governments referred to in the first paragraph of this Article.

3. The Netherlands Government shall, in the case of the admission of a new Member, inform all Members of the declaration of acceptance of that new Member.

Article 16

1. Each Member may denounce the present Statute after a period of five years from the date of its entry into force under the terms of Article 15, paragraph 1.

2. Notice of the denunciation shall be given to the Ministry of Foreign Affairs of the Kingdom of the Netherlands at least six months before the expiration of the budgetary year of the Conference, and shall become effective at the expiration of the said year, but only with respect to the Member which has given notice thereof.

The English and French texts of this Statute, as amended on 1 January 2007, are equally authentic.

Copie certifiée conforme à l'original

Le Directeur des Traités
du Ministère des Affaires Etrangères
du Royaume des Pays-Bas

A handwritten signature in black ink, appearing to be 'W. H. J. A. L.', is written over the text of the Dutch official.

Certified true copy of the original

The Director of Treaties
of the Ministry of Foreign Affairs
of the Kingdom of the Netherlands

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 075/2024 ryo ku wa 29/11/2024 ryemera kwemeza ko u Rwanda ruba kimwe mu bihugu bihuriye kuri Sitati y'Ihuriro rya <i>HAGUE</i> ku mategeko mbonezamubano mpuzamahanga yemerejwe i <i>Hague</i>, mu Buhorandi, ku wa 31 Ukwakira 1951 atangira gukurikizwa ku wa 15 Nyakanga 1955	Seen to be annexed to Law n° 075/2024 of 29/11/2024 approving the accession of Rwanda to the Statute of The Hague Conference on Private International Law adopted at the Hague, Netherlands, on 31 October 1951 and entered into force on 15 July 1955	Vu pour être annexé à la Loi n° 075/2024 du 29/11/2024 approuvant l'adhésion du Rwanda au Statut de la Conférence de la Haye de droit international privé adopté à la Haye, aux Pays-Bas, le 31 octobre 1951 et entré en vigueur le 15 juillet 1955
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Kigali, 29/11/2024

(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° 076/2024 RYO KU WA 02/12/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'URWANDA N'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI Z'AMADOLARI Y'ABANYAMERIKA (20.000.000 USD) IGENEWE UMUSHINGA WO GUTEZA IMBERE UMUKAMO W'AMATA MU RWANDA - ICYICIRO CYA 2, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 06 KANAMA 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° 076/2024 OF 02/12/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT, RELATING TO THE LOAN OF TWENTY MILLION AMERICAN DOLLARS (USD 20,000,000) FOR THE RWANDA DAIRY DEVELOPMENT PROJECT – PHASE 2, SIGNED IN KIGALI, RWANDA, ON 06 AUGUST 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° 076/2024 DU 02/12/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL, RELATIF AU PRÊT DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET DE DÉVELOPPEMENT DE LA PRODUCTION LAITIÈRE AU RWANDA – PHASE 2, SIGNÉ À KIGALI, AU RWANDA, LE 06 AOÛT 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° 076/2024 RYO KU WA 02/12/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI Z'AMADOLARI Y'ABANYAMERIKA (20.000.000 USD) IGENEWE UMUSHINGA WO GUTEZA IMBERE UMUKAMO W'AMATA MU RWANDA - ICYICIRO CYA 2, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 06 KANAMA 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° 076/2024 OF 02/12/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT, RELATING TO THE LOAN OF TWENTY MILLION AMERICAN DOLLARS (USD 20,000,000) FOR THE RWANDA DAIRY DEVELOPMENT PROJECT – PHASE 2, SIGNED IN KIGALI, RWANDA, ON 06 AUGUST 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° 076/2024 DU 02/12/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL, RELATIF AU PRÊT DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET DE DÉVELOPPEMENT DE LA PRODUCTION LAITIÈRE AU RWANDA – PHASE 2, SIGNÉ À KIGALI, AU RWANDA, LE 06 AOÛT 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 4 Ugushyingo 2024; Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zayo, iya 64 n'ya 168; Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC, yerekeranye n'inguzanyo ya miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) igenewe umushinga wo guteza imbere umukamo w'amata mu Rwanda – icyiciro cya 2, yashyiriweho umukono i Kigali mu Rwanda, ku wa 06 Kanama 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera Kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC, yerekeranye n'inguzanyo ya miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) igenewe umushinga wo guteza imbere umukamo w'amata mu Rwanda – icyiciro cya 2, yashyiriweho umukono i Kigali mu Rwanda, ku wa 06 Kanama 2024, ari ku	The Chamber of Deputies, in its sitting of 4 November 2024; Pursuant to the Constitution of the Republic of Rwanda, especially in its Articles 64 and 168; After consideration of the Loan Agreement between the Republic of Rwanda and the OPEC Fund for International Development, relating to the loan of twenty million American Dollars (USD 20,000,000) for the Rwanda dairy development project - Phase 2, signed in Kigali, Rwanda, on 06 August 2024; ADOPTS: <u>Article one:</u> Approval for ratification The Loan Agreement between the Republic of Rwanda and the OPEC Fund for International Development, relating to the loan of twenty million American Dollars (USD 20,000,000) for the Rwanda dairy development project - Phase 2, signed in Kigali, Rwanda, on 06 August 2024, in annex, is approved for ratification.	La Chambre des Députés, en sa séance du 4 novembre 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 le Fonds OPEP pour le Développement International, relatif au prêt de vingt millions de Dollars Américains (20.000.000 USD) pour le projet de développement de la production laitière au Rwanda - Phase 2, signé à Kigali, au Rwanda, le 06 août 2024 ; ADOpte : <u>Article premier:</u> Approbation pour ratification L'Accord de prêt entre la République du Rwanda et le Fonds OPEP pour le Développement International, relatif au prêt de vingt millions de Dollars Américains (20.000.000 USD) pour le projet de développement de la production laitière au Rwanda - Phase 2, signé à Kigali, au Rwanda, le 06 août 2024, en annexe, est approuvé pour ratification.
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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.	<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.	<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, 02/12/2024

(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° 076/2024 RYO KU WA 02/12/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI Z'AMADOLARI Y'ABANYAMERIKA (20.000.000 USD) IGENEWE UMUSHINGA WO GUTEZA IMBERE UMUKAMO W'AMATA MU RWANDA - ICYICIRO CYA 2, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 06 KANAMA 2024	ANNEX TO LAW N° 076/2024 OF 02/12/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT, RELATING TO THE LOAN OF TWENTY MILLION AMERICAN DOLLARS (USD 20,000,000) FOR THE RWANDA DAIRY DEVELOPMENT PROJECT – PHASE 2, SIGNED IN KIGALI, RWANDA, ON 06 AUGUST 2024	ANNEXE A LA LOI N° 076/2024 DU 02/12/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL, RELATIF AU PRÊT DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET DE DÉVELOPPEMENT DE LA PRODUCTION LAITIÈRE AU RWANDA – PHASE 2, SIGNÉ À KIGALI, AU RWANDA, LE 06 AOÛT 2024
AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI Z'AMADOLARI Y'ABANYAMERIKA (USD 20.000.000) IGENEWE UMUSHINGA WO GUTEZA IMBERE UMUKAMO W'AMATA MU RWANDA - ICYICIRO CYA II, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 06 KANAMA 2024	LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TWENTY MILLION UNITED STATES DOLLARS (USD 20,000,000) FOR THE RWANDA DAIRY DEVELOPMENT PROJECT – PHASE II, SIGNED IN KIGALI, RWANDA, ON 06 AUGUST 2024	ACCORD DE PRÊT ENTRE LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET DE DÉVELOPPEMENT DE LA PRODUCTION LAITIÈRE AU RWANDA – PHASE II, SIGNÉ À KIGALI, AU RWANDA, LE 06 AOÛT 2024



LOAN NO. 16057P

RWANDA DAIRY DEVELOPMENT PROJECT, PHASE II (RDDP II)

LOAN AGREEMENT

BETWEEN

THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT

AND

THE REPUBLIC OF RWANDA

The OPEC Fund for International Development

AGREEMENT between the OPEC Fund for International Development ("OPEC Fund") and the Republic of Rwanda ("Borrower").

Whereas, the Borrower has requested a loan from the OPEC Fund for part financing of the Project described in Schedule 1; and

Whereas, the OPEC Fund has approved a loan to the Borrower in the amount of twenty million Dollars (\$20,000,000) upon the terms and conditions set forth hereinafter ("Loan").

Now, therefore, the parties to this Loan Agreement ("Agreement") hereby agree as follows:

Article 1

GENERAL CONDITIONS; DEFINITIONS

1.01 The General Conditions attached hereto shall constitute an integral part of this Agreement.

1.02 In addition to the terms defined in the preamble, the following terms and expressions shall have the following meanings or, where they duplicate terms and expressions in the General Conditions, the following specific meanings:

- (a) "Authorized Representative" of the Borrower means its Minister of Finance and Economic Planning;
- (b) "Closing Date" means December 31, 2030;
- (c) "Date of Repayment" means the date of each semi-annual repayment of the Loan as set forth in Schedule 3;
- (d) "Dollar" and the sign "\$" means and refer to the lawful currency of the United States of America;
- (e) "Eligible Expenditure Commencement Date" means June 26, 2024;

The OPEC Fund for International Development

- (f) "Executing Agency" means the Borrower's Ministry of Agriculture and Animal Resources;
- (g) "General Conditions" means the General Conditions Applicable to Public Sector Loan Agreements, June 2019;
- (h) "Grace Period" means the period beginning on the date of the Agreement and ending five (5) years from that date; and
- (i) "Loan Administrator" means the International Fund for Agricultural Development.

* * *

Article 2 THE LOAN

2.01 The OPEC Fund agrees to lend to the Borrower and the Borrower agrees to borrow from the OPEC Fund the Loan in the amount of twenty million Dollars (\$20,000,000) on the terms and conditions set forth in this Agreement.

2.02 The Borrower shall pay interest at the rate of one and three quarters of one per cent (1.75%) per annum on the principal amount of the Loan withdrawn and outstanding.

2.03 The Borrower shall pay a commitment fee at the rate of half of one per cent (0.50%) per annum on the unwithdrawn amount of the Loan, which fee shall begin to accrue sixty (60) days from the Date of the Agreement and shall be payable in the first instance within ninety (90) days from the Date of Effectiveness. For the avoidance of doubt, no commitment fee shall be payable if the Agreement is terminated for failure to become effective.

2.04 Interest and commitment fee (except the first payment, which shall be made as stipulated in Section 2.03) shall be paid semi-annually on February 15 and August 15 in each year into the OPEC Fund Account.

2.05 The Borrower shall repay the principal of the Loan in Dollars, or in any other freely convertible currency acceptable to the OPEC Fund in an amount equivalent to the Dollar amount due according to the market exchange rate prevailing at the time and place of repayment. Repayment shall commence immediately following

The OPEC Fund for International Development

the end of the Grace Period and shall be effected in thirty (30) semi-annual instalments, each in an amount determined by the OPEC Fund as specified in Schedule 3 (AMORTIZATION) for the respective Date of Repayment.

2.06 The Date of the Agreement shall be the date on which it is signed and dated by the authorized representative of the party last to sign and date the same.

* * *

Article 3 EFFECTIVENESS

3.01 This Agreement shall enter into force and effect in accordance with Section 3.02 upon receipt by the OPEC Fund of:

(a) satisfactory evidence that the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized and ratified according to the constitutional requirements of the Borrower; and

(b) a certificate issued by the Minister of Justice, Attorney General or other competent legal authority of the Borrower confirming that this Agreement has been duly authorized and ratified by the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms.

3.02 As soon as possible after the conditions specified in Section 3.01 shall have been satisfactorily fulfilled, this Agreement shall enter into full force and effect on the Date of Effectiveness.

3.03 If this Agreement does not become effective within one hundred and eighty (180) days after the date of the Agreement, the Agreement and all obligations of the parties hereunder shall terminate, unless the OPEC Fund, after consideration of the reasons for the delay, establishes a later date for the purposes of this Section.

* * *

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Article 4 ADDRESSES

4.01 The parties' addresses are as specified below:

For OPEC Fund:

The OPEC Fund for International Development
Parkring 8
A-1010 Vienna
AUSTRIA
Facsimile: (+43-1) 513 92 38

For the Borrower:

Ministry of Finance and Economic Planning
P.O. BOX 158
Kigali
RWANDA
Facsimile: (+250) 252577581
E-mail: info@minecofin.gov.rw

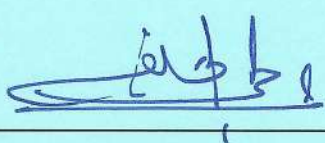
* * *

The OPEC Fund for International Development

LOAN NO. 16057P

IN WITNESS whereof the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed and delivered by exchange of correspondence in two counterparts in the English language, each considered an original and both to the same and one effect as of the Date of the Agreement.

FOR THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT:

Signature: 

Name: Dr. Abdulhamid Alkhalifa

Title: President

Date: July 29, 2024

FOR THE BORROWER:

Signature: 

Name: HE Yusuf Murangwa

Title: Minister of Finance and Economic Planning

Date: 06/08/24

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA

RWANDA DAIRY DEVELOPMENT PROJECT, PHASE II (RDDP II)

SCHEDULE 1

PROJECT DESCRIPTION

1.01 The Project aims to enhance the income, nutrition and resilience of rural households through a more inclusive, sustainable and digitalized dairy sector.

2.01 The Project's objectives will be achieved through implementation of the following:

(a) Increasing productivity and resilience of dairy smallholder production systems

This component will cover the following activities:

(i) *Strengthening capacities, production assets and community organization of smallholder dairy farmers:* With a focus on reinforcement of the natural and social capital of community groups for the most vulnerable households, this sub-component will cover: (A) asset building in new districts, in line with the Girinka program, to benefit the most vulnerable households without cows, including initial placement of 2,500 beneficiaries in the Pass on the Gift (POG) system and supporting the POG system in 5,000 households in districts in the RDDP Project area. This activity will be implemented collaboratively by a service provider and local Girinka Committees, with a progressive transfer to the committees; and (B) livestock insurance to cover animal deaths due to accidents, diseases and climate disasters.

(ii) *Access to services, inputs and technical innovations, enhancing availability of quality feed and water to strengthen climate resilience:* This sub-component will cover activities aimed at enhancing the availability and quality of feed and water to strengthen climate resilience through:

(A) Enhancing availability of quality feed and fodder to improve feed, fodder and fodder seeds production and distribution, as part of a more market-oriented value chain, particularly: (1) supporting private fodder seeds producers by reinforcing their capacities with technical and business management coaching, and supporting 100 producers in new districts with training, coaching, equipment for seed processing, and initial stock of parental seeds/planting material; (2) supporting the creation of fodder seeds producer cooperatives and fodder seed banks to facilitate marketing of seeds, as well as the design and

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implementation of a specific certification process, in line with national regulations; and (3) supporting youth groups for the establishment of feed production businesses, based as much as possible on utilization of crop by-products (such as rice polish, maize bran, bean cakes, and crop leftovers). This activity will include five pilots with youth groups that will be provided equipment and training.

(B) Enhancing availability of water for livestock at the household and community levels, particularly: (1) construction of low-cost small-scale individual water harvesting systems in zero grazing systems, with priority to Girinka beneficiaries and female-headed households; (2) construction of individual dam-sheets in grazing system areas; and (3) implementation of a study to assess the reasons for the poor condition and lack of maintenance of communal valley dams in the Eastern Province and to identify a few strategic dams that could be rehabilitated under the Project.

(C) Supporting the set-up of private veterinaries and roll out of sanitary mandate, including: (1) setting up 200 young veterinary doctors and veterinary technicians as private practitioners to enhance accessibility of services while also creating jobs; and (2) building and equipping veterinary posts in districts that do not have these facilities, as well as provision of equipment for safe storage of drugs and vaccines, and for safe disposal of expired drugs and bio-waste.

(D) Upscaling capacities for production and distribution of liquid nitrogen, semen and embryos, including: (1) equipping of the new National Artificial Insemination Centre with an *In Vitro Fecundation* laboratory that will facilitate local production of large quantities of high-quality embryos, as a cost-effective local alternative to importation of pedigree bulls and cows; (2) importation of 10 elite bulls to complement the 10 existing ones provided under RDDP, which cannot fully meet the semen needs; and (3) rehabilitation of the access road to the center, to ensure better connection to the public road network.

(E) Upgrading the digitalized cattle registration system, to be done in coordination with Rwanda Agriculture and Animal Resources Development Board (RAB) and the Executing Agency's Digital Office Unit, particularly: (1) supporting the animal registration platform's scale-up, decentralization, and management; (2) leveraging, by the Executing Agency, of the farmer and animal registry as the foundational data for effectively delivering farmer-facing services; (3) creation of one "true record" of farmers, farms, and livestock (animal individual identification, already implemented) through the Integrated Farmer Management Information system (FAMIS); and (4)

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development of structures by FAMIS for interoperability, and of additional modules, such as epidemic-surveillance and traceability, breeding and performance recording, access to agro-veterinary services and to digital advisory services.

(iii) *Dissemination of digital and climate-smart innovations and nature-based solutions:* The activities will include introducing innovative bundled digital solutions for farm management, particularly: (A) linking of a digital advisory services module to the farm management module to facilitate tracking the productivity and performance of animals; (B) integration of a digital animal passport to support reproductive management and monitor reproduction parameters, such as Artificial Intelligence, as well as for health management, including vaccinations; and (C) integration of a feed rationing tool into farm management.

(b) Increasing dairy value chain efficiency through scale-up investments, improved market access, and consumption of dairy products

This component will cover the following activities:

(i) *Increasing dairy value chain efficiency:* This sub-component aims to address challenges such as the low amount of milk that is marketed through formal channels like Milk Collection Points (MCPs), Milk Collection Centers (MCCs) and dairy processors, as well as milk losses that occur due to inadequate transportation and collection. Particularly, the sub-component will cover:

(A) Strengthening the capacities of dairy cooperatives in governance and business management, with a focus on: (1) strengthening the capacity of milk producers' groups and cooperatives to manage the milk production business through improved record keeping and financial literacy; and (2) reinforcing milk producer organizations in governance and advocacy, and in running the MCPs and MCCs as viable business enterprises through training and coaching by private business development service providers.

(B) Strengthening milk collection aggregation and leveraging renewable energy sources, including: (1) organizing milk collectors into groups and equipping them with milk handling and testing skills, management skills, and financial linkages; (2) facilitating the acquisition of motorized transport means or electric bikes for them to transport milk from the farm to MCPs/MCCs and to processors; (3) facilitating the acquisition of milk cans and hygienic milk handling equipment; and (4) installation of solar energy and hybrid systems for chilling, processing, and transportation of milk.

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- (C) Supporting productive alliances and dairy hubs, allowing shops and services to effectively participate in the dairy value chain, particularly by: (1) facilitating mutually beneficial contractual arrangements between producers' groups and organizations, milk collectors/aggregators, and financial institutions, building on the dairy hub concept; and (2) the establishment of dairy agro-vet inputs and services (veterinary medicines, stock feeds, artificial insemination services, etc.) at all MCCs.
- (D) Promotion of local small-scale milk processing and short value chains, particularly: (1) support to MCCs and local processors to acquire energy-efficient pasteurizing, small-scale processing and packaging equipment, and innovative proximity milk marketing systems; (2) building the capacity of about 1,500 women and 1,000 youth entrepreneurs in rural and peri-urban areas in milk testing, small-scale milk processing and value addition to dairy products, and business management; (3) provision of credit facility to youth entrepreneurs to acquire refrigerators and milk warmers to enhance their businesses; and (4) organization of dairy fairs and expos under the auspices of Rwanda National Dairy Platform (RNDP) at the provincial level to showcase and promote local processing and consumption of milk and dairy products.
- (E) Digitalized systems for monitoring milk production, aggregation, transportation and marketing, particularly: (1) leveraging of data to support dairy farmers, MCPs and MCCs, and processors to improve their record keeping on milk production, sales, and payments; and (2) support for the implementation of MCP/MCC Management Information System (MIS) alongside modules that will be linked to the Farm and Animal Management System under RAB, enabling tracking of farmers, production levels, animal health, and milk quality.
- (ii) *Promotion of inclusive and innovative access to finance:* This sub-component aims at facilitating access to appropriate, accessible and sustainable financial services to all dairy value chain actors in the Project area to enable them become profitable and sustainable enterprises with overarching credit, savings, private sector co-financing, leasing, insurance, and de-risking tools in place. Particularly, it will cover:
- (A) Training of value chain actors on business management, financial literacy, and preparation of bankable business plans: The modules will cover areas such as business record keeping, budgeting, cash-flow, planning to determine the sources and use of funds, as well as preparation of business plans and of simple financial statements for their value chain enterprises.

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(B) Strengthening village savings and loan associations (VSLAs) through: (1) training VSLAs on governance and management, including simple digital solutions; (2) supporting VSLAs to adopt savings and loan tracking systems; (3) developing different savings and loans products; and (4) linking VSLAs to financial institutions and negotiating how to collateralize savings to develop loan products pegged to these savings.

(C) Supporting Financial Service Providers (FSPs) to develop appropriate, innovative, and adapted products for the dairy sector, particularly provision of technical assistance to the FSPs to develop tailored financial products with reduced cost of borrowing, in order to enhance their uptake by dairy value chain actors.

(iii) *Improving milk consumption and nutrition awareness:* This sub-component will include: (A) implementation of activities on nutrition education and social and behavior change communication, tailored towards all actors of the value chain; (B) creation of market linkages for MCCs with school feeding programs to support milk consumption at schools; (C) facilitation of marketing campaigns by private sector and cooperatives; and (D) development of various knowledge management products for dissemination and use.

(c) Policy Support, Project Management, Monitoring and Evaluation, and Knowledge Management

This component will cover the following activities:

(i) *Policy support and stakeholder engagement:* This will include: (A) supporting the RNDP to increase its lobbying capacities and improve its governance, particularly in terms of the participation of smallholder farmers and raw milk traders in RNDP activities; (B) provision of expertise (including international, when needed) to support the formulation, review and updating of national policies, strategies, and regulations, particularly: (1) formulation of a national regulatory framework for private veterinary practice, including for community animal health workers; (2) formulation of regulations and certification on milk quality; and (3) support for the revision of the 2016 Ministerial Order, to address new value chain realities, including the emergence of MCP model and the need to regulate the raw milk market; and (C) budgetary support to the Executing Agency to monitor policy implementation.

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(ii) Project management, monitoring and evaluation, and knowledge management activities.

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REPUBLIC OF RWANDA

RWANDA DAIRY DEVELOPMENT PROJECT, PHASE II (RDDP II)

SCHEDULE 2

LOAN ALLOCATION

1.01 Unless otherwise agreed between the Borrower and OPEC Fund, the table below sets forth the components to be financed out of the proceeds of the Loan, the allocation of amounts of the Loan to each component and the percentage of total expenditures for items to be financed in respect of each component:

Component	Amount of the Loan Allocated (Expressed in Dollars)	Percentage of Total Expenditures to be Financed
1. Increasing productivity and resilience of dairy smallholder production systems	5,400,000	15
2. Increasing dairy value chain efficiency through scale-up investments, improved market access, and consumption of dairy products	12,000,000	28
3. Policy Support, Project Management, Monitoring and Evaluation, and Knowledge Management	---	
Contingencies	2,600,000	
Total	20,000,000	

2.01 Notwithstanding the allocation of the Loan proceeds or the disbursement percentage set forth in Section 1.01 above, if the OPEC Fund has reasonably estimated that the amount of the Loan then allocated to any component will be insufficient to finance the agreed percentage of all expenditures in that component, the OPEC Fund may, by notice to the Borrower: (i) reallocate to such component, to the extent required to meet the estimated shortfall, proceeds of the Loan which are then allocated to another component and which in the opinion of the OPEC Fund are not needed to meet other expenditures; and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals in respect of such component may continue until all expenditures thereunder shall have been made.

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA

RWANDA DAIRY DEVELOPMENT PROJECT, PHASE II (RDDP II)

SCHEDULE 3 AMORTIZATION

1.01 The following table sets forth the Dates of Repayment of the Loan and the percentage of the principal amount of the Loan due and payable ("Amount Due") on each Date of Repayment. If the proceeds of the Loan have been fully withdrawn as of the first Date of Repayment, the principal amount of the Loan repayable by the Borrower on each Date of Repayment shall be determined by the OPEC Fund by multiplying: (a) the total amount of the Loan withdrawn and outstanding as of the first Date of Repayment; by (b) the percentage of the Amount Due specified below for each Date of Repayment.

<u>No.</u>	<u>Date of Repayment</u>	<u>Amount Due</u> (Expressed in Percentage)
1	August 15, 2029	3.33
2	February 15, 2030	3.33
3	August 15, 2030	3.33
4	February 15, 2031	3.33
5	August 15, 2031	3.33
6	February 15, 2032	3.33
7	August 15, 2032	3.33
8	February 15, 2033	3.33
9	August 15, 2033	3.33
10	February 15, 2034	3.33
11	August 15, 2034	3.33
12	February 15, 2035	3.33
13	August 15, 2035	3.33
14	February 15, 2036	3.33
15	August 15, 2036	3.33
16	February 15, 2037	3.33
17	August 15, 2037	3.33
18	February 15, 2038	3.33
19	August 15, 2038	3.33
20	February 15, 2039	3.33
21	August 15, 2039	3.33
22	February 15, 2040	3.33
23	August 15, 2040	3.33
24	February 15, 2041	3.33
25	August 15, 2041	3.33
26	February 15, 2042	3.33
27	August 15, 2042	3.33

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28	February 15, 2043	3.33
29	August 15, 2043	3.33
30	February 15, 2044	3.43
<u>Total</u>		100

2.01 In the event that the Loan proceeds have not been fully withdrawn as of the first Date of Repayment, the principal amount of the Loan repayable by the Borrower on each Date of Repayment shall be determined as follows:

- (a) To the extent that any amount of the Loan proceeds have been withdrawn as of the first Date of Repayment, the Borrower shall repay the Loan amount withdrawn and outstanding as of the first Date of Repayment in accordance with Section 1.01 of this Schedule.
- (b) Any withdrawal made after the first Date of Repayment shall be repaid on each Date of Repayment falling after the date of such withdrawal in amounts determined by the OPEC Fund as follows: amount of the withdrawal multiplied by a fraction, the numerator of which shall be the percentage specified in the table in Section 1.01 of this Schedule for such Date of Repayment and the denominator of which shall be the sum of all remaining percentages for Dates of Repayment falling on and after such date.

3.01 Withdrawals made within sixty-five (65) calendar days prior to any Date of Repayment shall, for the purposes solely of calculating the amount of the Loan payable on any Date of Repayment, be treated as withdrawn and outstanding on the date immediately following such Date of Repayment. Notwithstanding the treatment herein, Interest and commitment fee shall begin to accrue on the respective value dates on which such withdrawals shall have been made.

* * *

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 081/01 ryo ku wa 02/12/2024 ryemeza burundu Amasezerano y'inguzanyo hagati y'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyoni makumyabiri z'Amadolari y'Abanyamerika (USD 20.000.000) igenewe umushinga wo guteza imbere umukamo w'amata mu Rwanda – Icyiciro cya II, yashyiriweho umukono i Kigali mu Rwanda, ku wa 06 Kanama 2024	Seen to be annexed to Presidential Order n° 081/01 of 02/12/2024 atifying the Loan Agreement between the OPEC Fund for International Development and the Republic of Rwanda, relating to the loan of twenty million United States Dollars (USD 20,000,000) for the Rwanda dairy development project - Phase II, signed in Kigali, Rwanda, on 06 August 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 081/01 du 02/12/2024 ratifiant l'Accord de prêt entre le Fonds OPEP pour le Développement International et la République du Rwanda, relatif au prêt de vingt millions de Dollars Américains (20.000.000 USD) pour le projet de développement de la production laitière au Rwanda - Phase II, signé à Kigali, au Rwanda, le 06 août 2024
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Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 076/2024 ryo ku wa 02/12/2024 ryemera kwemeza Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC, yerekeranye n'inguzanyo ya miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) igenewe umushinga wo guteza imbere umukamo w'amata mu Rwanda – icyiciro cya 2, yashyiriweho umukono i Kigali mu Rwanda, ku wa 06 Kanama 2024	Seen to be annexed to Law n° 076/2024 of 02/12/2024 approving the ratification of the Loan Agreement between the Republic of Rwanda and the OPEC Fund for International Development, relating to the loan of twenty million American Dollars (USD 20,000,000) for the Rwanda dairy development project - Phase 2, signed in Kigali, Rwanda, on 06 August 2024	Vu pour être annexé à la Loi n° 076/2024 du 02/12/2024 approuvant la ratification de l'Accord de prêt entre la République du Rwanda et le Fonds OPEP pour le Développement International, relatif au prêt de vingt millions de Dollars Américains (20.000.000 USD) pour le projet de développement de la production laitière au Rwanda - Phase 2, signé à Kigali, au Rwanda, le 06 août 2024
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Kigali, 02/12/2024

(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° 077/2024 RYO KU WA 02/12/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA ZIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (107.000.000 USD) (CREDIT A) N'INGUZANYO YA MILIYONI MIRONGO ICYENDA N'ESHATU Z'AMADOLARI Y'ABANYAMERIKA (93.000.000 USD) (CREDIT B), ZIGENEWE GAHUNDA YO KONGERERA URUBYIRUKO UBUMENYI BUKENEWE MU ITERAMBERE NO KURWONGERERA AMAHIRWE YO GUHATANA KU ISOKO RY'UMURIMO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2024	LAW N° 077/2024 OF 02/12/2024 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED AND SEVEN MILLION UNITED STATES DOLLARS (USD 107,000,000) (CREDIT A) AND THE CREDIT OF NINETY-THREE MILLION UNITED STATES DOLLARS (USD 93,000,000) (CREDIT B) FOR PRIORITY SKILLS FOR GROWTH AND YOUTH EMPOWERMENT PROGRAM, SIGNED IN KIGALI , RWANDA , ON 12 SEPTEMBER 2024	LOI N° 077/2024 DU 02/12/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT SEPT MILLIONS DE DOLLARS AMÉRICAINS (107.000.000 USD) (CREDIT A) ET AU CRÉDIT DE QUATRE-VINGT-TREIZE MILLIONS DE DOLLARS AMÉRICAINS (93.000.000 USD) (CREDIT B) POUR LE PROGRAMME DE COMPETENCES PRIORITAIRES POUR LA CROISSANCE ET L'AUTONOMISATION DES JEUNES, SIGNÉ À KIGALI, AU RWANDA LE 12 SEPTEMBRE 2024
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ITEGEKO N° 077/2024 RYO KU WA 02/12/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA ZIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (107.000.000 USD) (CREDIT A) N'INGUZANYO YA MILIYONI MIRONGO ICYENDA N'ESHATU Z'AMADOLARI Y'ABANYAMERIKA (93.000.000 USD) (CREDIT B), ZIGENEWE GAHUNDA YO KONGERERA URUBYIRUKO UBUMENYI BUKENEWE MU ITERAMBERE NO KURWONGERERA AMAHIRWE YO GUHATANA KU ISOKO RY'UMURIMO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO	LAW N° 077/2024 OF 02/12/2024 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED AND SEVEN MILLION UNITED STATES DOLLARS (USD 107,000,000) (CREDIT A) AND THE CREDIT OF NINETY-THREE MILLION UNITED STATES DOLLARS (USD 93,000,000) (CREDIT B) FOR PRIORITY SKILLS FOR GROWTH AND YOUTH EMPOWERMENT PROGRAM, SIGNED IN KIGALI , RWANDA , ON 12 SEPTEMBER 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	LOI N° 077/2024 DU 02/12/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT SEPT MILLIONS DE DOLLARS AMÉRICAINS (107.000.000 USD) (CREDIT A) ET AU CRÉDIT DE QUATRE-VINGT-TREIZE MILLIONS DE DOLLARS AMÉRICAINS (93.000.000 USD) (CREDIT B) POUR LE PROGRAMME DE COMPETENCES PRIORITAIRES POUR LA CROISSANCE ET L'AUTONOMISATION DES JEUNES, SIGNÉ À KIGALI, AU RWANDA, LE 12 SEPTEMBRE 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
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RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y’U RWANDA INTEKO ISHINGA AMATEGEKO: Umutwe w’Abadepite, mu nama yawo yo ku wa 4 Ugushyingo 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 zirindwi z’Amadolari y’Abanyamerika (107.000.000 USD) (Credit A) n’inguzanyo ya miliyoni mirongo icyenda n’eshatu z’Amadolari y’Abanyamerika (93.000.000 USD) (Credit B), zigenewe gahunda yo kongerera urubyiruko ubumenyi bukenewe mu iterambere no kurwongerera amahirwe yo guhatana ku isoko ry’umurimo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2024; YEMEJE:	GAZETTE OF THE REPUBLIC OF RWANDA THE PARLIAMENT: The Chamber of Deputies, in its sitting of 4 November 2024; Pursuant to the Constitution of the Republic of Rwanda, especially in its Articles 64 and 168; After consideration of the Financing Agreement between the Republic of Rwanda and International Development Association, relating to the credit of one hundred and seven million United States Dollars (USD 107,000,000) (Credit A) and the credit of ninety-three million United States Dollars (USD 93,000,000) (Credit B) for priority skills for growth and youth empowerment program, signed in Kigali, Rwanda, on 12 September 2024; ADOPTS:	AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA LE PARLEMENT : La Chambre des Députés, en sa séance du 4 novembre 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 sept millions de dollars Américains (107.000.000 USD) (Crédit A) et au crédit de quatre-vingt-treize millions de dollars Américains (93.000.000 USD) (Crédit B) pour le programme de compétences prioritaires pour la croissance et l'autonomisation des jeunes, signé à Kigali, au Rwanda, le 12 septembre 2024; ADOPTÉ :
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<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 zirindwi z'Amadolari y'Abanyamerika (107.000.000 USD) (Credit A) n'inguzanyo ya miliyoni mirongo icyenda n'eshatu z'Amadolari y'Abanyamerika (93.000.000 USD) (Credit B), zigenewe gahunda yo kongerera urubiruko ubumenyi bukenewe mu iterambere no kurwongerera amahirwe yo guhatana ku isoko ry'umurimo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2024, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2:</u> Ingingo y'ururimi Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda. <u>Ingingo ya 3:</u> Gutangira gukurikizwa Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article one:</u> Approval for ratification The Financing Agreement between the Republic of Rwanda and International Development Association, relating to the credit of one hundred and seven million United States Dollars (USD 107,000,000) (Credit A) and the credit of ninety-three million United States Dollars (USD 93,000,000) (Portion B) for priority skills for growth and youth empowerment program, signed in Kigali, Rwanda, on 12 September 2024, in annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and adopted in Ikinyarwanda. <u>Article 3:</u> Entry into force This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<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 sept millions de dollars Américains (107.000.000 USD) (Crédit A) et au crédit de quatre-vingt-treize millions de dollars Américains (93.000.000 USD) (Crédit B) pour le programme de compétences prioritaires pour la croissance et l'autonomisation des jeunes, signé à Kigali, au Rwanda, le 12 septembre 2024, en annexe, est approuvé pour ratification. <u>Article 2</u> : Disposition linguistique La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda. <u>Article 3</u> : Entrée en vigueur La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 02/12/2024

(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° 077/2024 RYO KU WA 02/12/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA ZIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (107.000.000 USD) (CREDIT A) N'INGUZANYO YA MILIYONI MIRONGO ICYENDA N'ESHATU Z'AMADOLARI Y'ABANYAMERIKA (93.000.000 USD) (CREDIT B), ZIGENEWE GAHUNDA YO KONGERERA URUBYIRUKO UBUMENYI BUKENEWE MU ITERAMBERE NO KURWONGERERA AMAHIRWE YO GUHATANA KU ISOKO RY'UMURIMO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2024	ANNEX TO LAW N° 077/2024 OF 02/12/2024 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED AND SEVEN MILLION UNITED STATES DOLLARS (USD 107,000,000) (CREDIT A) AND THE CREDIT OF NINETY-THREE MILLION UNITED STATES DOLLARS (USD 93,000,000) (CREDIT B) FOR PRIORITY SKILLS FOR GROWTH AND YOUTH EMPOWERMENT PROGRAM, SIGNED IN KIGALI, RWANDA, ON 12 SEPTEMBER 2024	ANNEXE A LA LOI N° 077/2024 DU 02/12/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT SEPT MILLIONS DE DOLLARS AMÉRICAINS (107.000.000 USD) (CREDIT A) ET AU CRÉDIT DE QUATRE-VINGT-TREIZE MILLIONS DE DOLLARS AMÉRICAINS (93.000.000 USD) (CREDIT B) POUR LE PROGRAMME DE COMPETENCES PRIORITAIRES POUR LA CROISSANCE ET L'AUTONOMISATION DES JEUNES, SIGNÉ À KIGALI, AU RWANDA, LE 12 SEPTEMBRE 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 ZIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (USD 107.000.000) (CREDIT A) N'INGUZANYO YA MILIYONI MIRONGO ICYENDA N'ESHATU Z'AMADOLARI Y'ABANYAMERIKA (USD 93.000.000) (CREDIT B), ZIGENEWE GAHUNDA YO KONGERERA URUBYIRUKO UBUMENYI BUKENEWE MU ITERAMBERE NO KURWONGERERA AMAHIRWE YO GUHATANA KU ISOKO RY'UMURIMO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2024	FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED AND SEVEN MILLION UNITED STATES DOLLARS (USD 107,000,000) (CREDIT A) AND THE CREDIT OF NINETY-THREE MILLION UNITED STATES DOLLARS (USD 93,000,000) (CREDIT B) FOR PRIORITY SKILLS FOR GROWTH AND YOUTH EMPOWERMENT PROGRAM, SIGNED IN KIGALI, RWANDA, ON 12 SEPTEMBER 2024	ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT SEPT MILLIONS DE DOLLARS AMÉRICAINS (107.000.000 USD) (CREDIT A) ET AU CRÉDIT DE QUATRE-VINGT-TREIZE MILLIONS DE DOLLARS AMÉRICAINS (93.000.000 USD) (CREDIT B) POUR LE PROGRAMME DE COMPÉTENCES PRIORITAIRES POUR LA CROISSANCE ET L'AUTONOMISATION DES JEUNES, SIGNÉ À KIGALI, AU RWANDA, LE 12 SEPTEMBRE 2024
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CREDIT NUMBER 7627-RW (CREDIT A)
CREDIT NUMBER 7638-RW (CREDIT B)

Financing Agreement

(Priority Skills for Growth and Youth Empowerment Program)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

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 credits, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Credit” and “Financing”), in the following amounts to assist in financing the program described in Schedule 1 to this Agreement (“Program”):
 - (a) the amount of one hundred and seven million Dollars (USD 107,000,000) (“Credit A”); and
 - (b) the amount of ninety-three million Dollars (USD 93,000,000) (“Credit B”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Financing Account shall be deposited by the Association into an account specified by the Recipient and acceptable to the Association.
- 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 January 15 and July 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedules set forth in Schedule 3 to this Agreement.

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- 2.06. The Payment Currency is Dollar.

ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the objectives of the Program. To this end, the Recipient shall carry out the Program and cause the Program to be carried out by the Program Implementing Entities in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement, and the respective Program Agreements.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely, any of the Program Implementing Entities' Legislations has, in the opinion of the Association, been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of the said Program Implementing Entity to perform any of its obligations under this Agreement or the respective Program Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely, the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Subsidiary Agreements between the Recipient and each of the Program Implementing Entities have been prepared and duly executed in form and substance satisfactory to the Association; and
 - (b) the Recipient has prepared and adopted the Program Operations Manual (POM), in form and substance satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

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ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

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

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Fax:
+250 25 257 5756

E-mail:
info@minecofin.gov.rw

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

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex:
248423 (MCI)

Facsimile:
1-202-477-6391

E-mail:
rwandainfo@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Mr. Yusuf Murangwa

Authorized Representative

Name: Mr. Yusuf Murangwa

Minister of Finance and Economic Planning

Title: _____

Date: 12-Sep-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Sahr Kpundeh

Authorized Representative

Name: Sahr Kpundeh

Country Manager, World Bank, Rwanda

Title: _____

Date: 11-Sep-2024

SCHEDULE 1

Program Description

The objectives of the Program are to improve employability for target beneficiaries and strengthen institutional capacity for enhanced service delivery in skills development.

The Program consists of the following activities:

Part 1: Increase opportunities for the acquisition of market-demanded skills by vulnerable and NEET youths

Scaling up the operations of the Skills Development Fund (SDF) and other authorized trainers, to address skills gaps and market inefficiencies in the training and admission of vulnerable and unemployed youths into the labor market, through:

- (a) *Window 1: Short-term upskilling of existing workforce and potential employees of investors*, by: (i) short-term training - including on efficiency technologies - of existing workers in small and medium enterprises to increase productivity and relevance; (ii) rapid training on specific skillset for prospective employees of new investors under the Rwanda Development Board; and (iii) support for formal apprenticeship of up to 18 months, with a focus on the construction sector.
- (b) *Window 2: NEET youth*, by providing relevant NEET youth with (i) practical skills for jobs in labor-intensive trades of the priority economic sectors, including industrial based training of up to six months, dual training of up to six months, and internships of up to three months, and (ii) functional literacy and transversal skills, as well as awareness on basic climate resilience and approaches.
- (c) *Window 3: Short-term training for the informal sector and Recognition of Prior Learning (RPL)*, by (i) upskilling of existing workers or self-employed youth in informal micro enterprises and owners of these enterprises, as well as members of cooperatives and farmers' groups; (ii) certification of skills acquired through informal and non-formal training; and (iii) provision of basic business training targeting owners of micro and small enterprises and their employees to strengthen their business competences.
- (d) *Window 4: Short term training to meet growing demand for middle level skills in the construction sector*, by supporting short term training, assessment, and certification, for selected specialized skills within the construction private sector, including upskilling for existing low level construction workers.

Part 2: Improve quality and market relevance of target TVET and degree programs for the workforce.

Carrying out a program of activities designed to support Higher Education Council (HEC), Rwanda Technical and Vocational Education and Training Board (RTB), University of Rwanda (UR), Rwanda Polytechnic Higher Learning Institution (RP), and Development Bank of Rwanda (BRD), to improve the quality and relevance of TVET and degree programs, through:

- (a) *Strategic capacity building of HEC on TVET policy development and implementation*, including (i) support for recruitment of relevant experts to assist HEC staff in updating existing policies and guidelines, and establishing new policies and guidelines including on accreditation of eLearning and Blended Learning Programs, verifiable digital credentials, micro-credentials, digital portfolios, electronic invigilation, artificial intelligence and emerging disruptive technologies; and (ii) training of relevant HEC, UR, and RP staff on external and internal quality assurance mechanism and tools including institutional based application of the Rwanda Qualifications Framework.
- (b) *Effective delivery of new and/or updated TVET programs at RP and RTB*, including supporting: (i) RP and HEC in structuring and accrediting priority Btech programs as Blended Learning Programs, (ii) RP on staff recruitment and staff development through short-term and long-term trainings; (iii) RTB in upgrading of teaching staff through short-term technical training, (iv) the enrollment of selected trainers in the RP's Btech programs, and industrial attachments for staff and trainers;
- (c) *Improving UR management practices and catalyzing institutional transformation*, including (i) development and approval of UR institutional and legal framework, (ii) enhancement of UR Management Information System (MIS); and (iii) rationalization of academic programs to align with the evolving needs of the labor market;
- (d) *Improving teaching-learning conditions in UR, RP and RTB*, including (i) equipping *inter alia*, target SMART classrooms and laboratories; (ii) training relevant instructors in the effective use of the technologies; and (iii) supporting the construction of student hostels at Selected UR and RP Campuses;
- (e) *Sustaining the financing of long-term training through improved administration of student loans*, by strengthening the capacity of BRD to administer Rwanda's student loan administration and management scheme, including (i) developing and implementing important upgrades to the loan administration system, (ii) upgrading the MINUZA recovery module; (iii) developing a module to manage student loan beneficiaries who are abroad; (iv) developing and launching the MINUZA mobile application; (v) conducting

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education financing data analytics; and (vi) operationalizing BRD Education Call Center.

Part 3: Strengthen governance of the overall skills development system.

Carrying out a program of activities designed to address the gaps/weaknesses in the governance of the skills development system through:

- (a) *Operationalization of the Sector Skills Councils (SSCs)* in selected priority sectors, towards ensuring that new and existing programs, including under Parts 1 and 2 above, are responsive to the changing industry demand and supports Rwanda's economic transformation.
- (b) *Implementation of phase II of the Labor Market Information system (LMIS)*, including developing an action plan to advance the upgrade and rollout of the LMIS system.
- (c) *Implementation of a consolidated three-year capacity building plan for key actors in skills development*, including capacity building for *inter alia*, CSO-MIFOTRA, HEC, UR, RP, RTB and BRD, based on institutional needs assessments; and
- (d) *Strengthening of CSO-MIFOTRA's capacity for coordinating skills development*, including (i) building on its existing in-house experts' group to support National Skills Development and Employment Promotion Strategy (NSDEPS) implementation, and (ii) supporting the development of subsequent national skills strategy.

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SCHEDULE 2**Program Execution****Section I. Implementation Arrangements****A. Program Institutions****1. Ministry of Education**

The Recipient shall designate throughout the implementation of the Program, the Ministry of Education (MINEDUC) with the overall responsibility for Program implementation and coordination. To this end, the Recipient shall maintain the Single Program Implementation Unit (SPIU) within MINEDUC, with composition, resources and terms of reference satisfactory to the Association, to carry out its functions as detailed in the POM.

2. National Steering Committee

The Recipient shall maintain throughout the implementation of the Program, the National Steering Committee (NSC) with composition, resources, and terms of reference satisfactory to the Association, to be chaired by the Minister or Permanent Secretary at MINEDUC, and responsible for providing strategic leadership and oversight to the implementation of the Program, and such other functions as may be detailed in the POM.

3. Chief Skills Office, Ministry of Public Service and Labour (CSO-MIFOTRA)

- (a) The Recipient shall maintain, throughout the implementation of the Program, the Chief Skills Office within the Ministry of Public Service and Labor, with composition and resources satisfactory to the Association.
- (b) Without limitation to paragraph 1 of Section I.A. of this Schedule, the Recipient through the Ministry of Education shall, not later than one month after the Effective Date, enter into a legal arrangement with the CSO-MIFOTRA, in form and substance satisfactory to the Association, setting out the modalities for the implementation of Part 3 of the Program.
- (c) The Recipient shall ensure that Part 3 of the Program is implemented in accordance with the legal arrangement referred to in Section I.A.3(b) of this Schedule.

4. **Program Implementing Entities**

Without limitation to paragraphs (1) to (3) of Section I.A. of this Schedule, the Recipient shall cause RTB, UR, RP, HEC, BRD (collectively, Program Implementing Entities), to each carry out specific activities under the Program, as set forth below:

- (a) RTB shall be responsible for implementing Part 1 of the Program (“RTB Respective Part of the Program”);
- (b) UR shall be responsible for implementing activities under Part 2 of the Program, including: (i) improving delivery of target TVET and degree programs, (ii) customization of the IEBMIS at UR, and such other activities as detailed in the POM (“UR Respective Part of the Program”);
- (c) RP shall be responsible for implementing activities under Part 2 of the Program, including improving delivery of target TVET and degree programs, and such other activities as detailed in the POM (“RP Respective Part of the Program”);
- (d) HEC shall be responsible for implementing activities under Part 2 of the Program, including (i) providing quality assurance of TVET and degree programs, (ii) structuring and accrediting priority Blended Learning Programs, and such other activities as detailed in the POM (“HEC Respective Part of the Program”);
- (e) BRD shall be responsible for implementing activities under Part 2 of the Program, including: (i) improving sustainability of student financing, (ii) strengthening BRD inhouse capacity to improve the administration and management of the student loan scheme, (iii) administration of the laptop acquisition scheme for first year students in higher learning institutions, and such other activities as detailed in the POM (“BRD Respective Part of the Program”).

B. **Subsidiary Agreements**

- (a) To facilitate the carrying out of the Program Implementing Entities’ Respective Part of the Program, the Recipient shall make part of the proceeds of the Financing available to each of the Program Implementing Entities under a subsidiary agreement between the Recipient and the respective Program Implementing Entities, under terms and conditions approved by the Association (“Subsidiary Agreement”).
- (b) The Recipient shall exercise its rights under the Subsidiary Agreements in such manner as to protect the interests of the Recipient and the Association

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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 Agreements or any of its respective provisions.

C. Additional Program Implementation Arrangements

1. Program Action Plan

- (a) Without limitation upon the generality of Part A of this Section I, the Recipient shall carry out the Program Action Plan, and cause the Program Action Plan to be carried out, in accordance with the schedule set out in the said Program Action Plan in a manner satisfactory to the Association, and shall not amend, abrogate suspend, or permit to be amended, abrogated or suspended any provision of the Program Action Plan without the prior written agreement of the Association.
- (b) Notwithstanding the foregoing, if any provision of the said Program Action Plan is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

2. Program Operations Manual

- (a) The Recipient shall (i) prepare in form and substance satisfactory to the Association, an operational manual containing detailed institutional, administrative, financial, environmental and social, technical and operational guidelines and procedures for the implementation of the Program, including a description of the roles and responsibilities of each of the Program Implementing Entities, and thereafter carry out the Program and cause the Program Implementing Entities to carry out the Program, in accordance with such operational manual, as shall have been approved by the Association (“Program Operations Manual” or “POM”); and (ii) cause RTB, to prepare, as an annex to the POM, an SDF operations manual (“SDF Operations Manual”), in form and substance satisfactory to the Association.
- (b) The Recipient shall not amend, abrogate, suspend, or permit to be amended, abrogated or suspended, any provision of the Program Operations Manual, without the prior written agreement of the Association.
- (c) Notwithstanding the foregoing, if any provision of the Program Operations Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

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Section II. Excluded Activities

The Recipient shall ensure that the Program excludes any activities which:

- A. in the opinion of the Association, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works, estimated to cost US\$115 million equivalent or more per contract; (2) goods, estimated to cost US\$75 million equivalent or more per contract; (3) non-consulting services, estimated to cost US\$75 million equivalent or more per contract; or (4) consulting services, estimated to cost US\$30 million equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation**A. Program Reports**

The Recipient shall furnish to the Association each Program Report not later than forty-five (45) after the end of each calendar semester, covering the calendar semester.

B. Verification of Program Results

Without limitation on the provisions of Part A of this Section III, the Recipient shall prior to each payment under the Program, carry out in accordance with the Verification Protocol, an assessment to determine the extent to which the Disbursement Linked Results (“DLRs”) in respect of which payment is requested has been achieved. To this end, the Recipient shall:

- (a) vest in the Office of the Auditor General (“OAG”) the responsibility of undertaking the verification of compliance with the DLIs/DLRs which are set forth in the table in Section IV.A.2 of this Schedule;
- (b) cause the OAG to maintain throughout Program implementation, adequate resources, facilitation and key staff (including any consultants/experts as may be deemed necessary), with qualification, experience and terms of reference satisfactory to the Association, to undertake the verification of compliance with the DLIs/DLRs; and
- (c) cause the OAG to, not later than thirty (30) days after the verification of compliance of the DLIs/DLRs has been completed, prepare and furnish to the Recipient and the Association, a report on the results of said verification of compliance process of such scope and in such detail as the Association shall reasonably request.

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Section IV. Withdrawal of the Proceeds of the Financing**A. General**

1. 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 Program Expenditures (inclusive of Taxes), on the basis of the results ("Disbursement Linked Results" or "DLRs") achieved by the Recipient/Program Implementing Entities, as measured against specific indicators ("Disbursement Linked Indicators" or "DLIs"); all as set forth in the table in paragraph 2 of this Part A.
2. The following table specifies each category of withdrawal of the proceeds of the Financing (including the Disbursement Linked Indicators as applicable) ("Category"), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Financing to each Category:

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Disbursement Calculation Formula	Amount of the Financing Allocated from Credit A (expressed in USD)	Amount of the Financing Allocated from Credit B (expressed in USD)
(1) DLI #1: Number of graduates of SDF and other target trainings supported programs by window	DLR #1.1. Contracts or MoUs signed with SDF Grantees or companies implementing large government projects	US\$ 100,000 for each contract/ MoU signed. Baseline: 0 Target: 200 Contracts or MoUs	10,700,000	9,300,000
	DLR #1.2: Achievement of SDF graduate targets from SDF Grantees and other training institutions authorized to offer short courses under DLR# 1.3.	US\$ 2.5 million for each batch of 5,000 SDF graduates from the SDF Grantees/other training institutions under DLR#1.3 Baseline: 23, 296 Target: 93,296 (Female:40%)	18,725,000	16,275,000

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	DLR #1.3: Private companies, associations, cooperatives, trade unions, and Non-governmental Organizations (NGOs) authorized by RTB to provide self-paid short-term trainings.	US\$ 166,666.67 for each private company, association, cooperative, trade union, and NGO authorized by RTB to provide self-paid short-term trainings. Baseline: 10 Targets: 40	2,675,000	2,325,000
(2) DLI #2: Improved delivery of target skills development programs	DLR #2.1: Contracts signed by UR and RP with technical support firm(s) for integrated packages (facilities upgrade and ICT-enabled pedagogies) for effective delivery of target programs.	(a) US\$ 10 million for contract signed by UR (b) US\$ 10 million for contract signed by RP	5,350,000 5,350,000	4,650,000 4,650,000
	DLR #2.2: Target UR and RP programs being taught in newly equipped SMART classrooms/labs/workshops using new ICT-enabled pedagogical methodologies.	US\$ 1.5 million for each program up to a maximum of 20 programs. Baseline: 0 programs Target: 20 programs	16,050,000	13,950,000
	DLR #2.3: Number of students in public universities and polytechnics that have received a laptop.	(a) US\$ 13 million for 13,000 students who receive laptops*	6,955,000	6,045,000
		(b) US\$ 3.5 million for a batch of 3,500 students who receive laptops for a maximum of 2 batches.	3,745,000	3,255,000

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		Baseline: 11,027 Target: 31,027		
	DLR #2.4: Percentage of UR and RP students benefiting from hostels (disaggregated by gender)	(a) US\$ 2.5 million for each student's hostel Master Plan developed and approved for UR & RP (b) US\$ 2.5 million for each contract signed by UR & RP with the contractors (c) US\$ 5 million for an increase of 2% of females benefiting from hostels at both UR and RP. Baseline: 24% (Female:58%) Target: 29 % (Female: 60%)	2,675,000 2,675,000 2,675,000	2,235,000 2,235,000 2,235,000
	DLR #2.5: Number of Staff teaching UR, RP and RTB programs recruited as set out in the need assessment report for UR, RP and RTB.	US\$ 89,285.7 for each staff recruited. Baseline: 73 Target: 129	2,675,000	2,325,000
(3) DLI #3: Improved institutional performance of UR, HEC, and BRD to	DLR #3.1: Improvement of UR's management practices and institutional strengthening through:			

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improve service delivery	(a) UR Legal and Regulatory Framework approved by relevant organs (UR law, two Prime Ministers Orders (PMOs) and three Internal Policies including staff workload policy)	(a) US\$ 5 million for UR Legal and Regulatory Framework approved	2,675,000	2,325,000
	(b) Integrated Enterprise Resource Planning (ERP)/Management Information System (MIS) revamped and utilized	(b) US\$ 2.6 million for Integrated ERP/MIS system revamped and utilized	1,391,000	1,209,000
	(c) Academic programs reduced, reviewed and approved in line with the labor market needs.	(c) US\$ 0.16 million for each program reduced, reviewed and approved up to a maximum of 15 programs	1,284,000	1,116,000
	DLR #3.2: Governance of HEC strengthened to deliver on its new mandate regarding enhancing quality in both polytechnics and universities through: (a) Expert Group recruited to support HEC enhance quality in both polytechnic and universities;	(a) US\$ 2 million for Expert Group recruited.	1,070,000	930,000

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	(b) Policy, accreditation framework, and guidelines for Virtual Learning Environment (VLE) and Blended Learning Programs approved and published by HEC; and	(b) US\$ 2 million for approved and published policy, accreditation framework, and guidelines for VLE and Blended Learning Programs.	1,070,000	930,000
	(c) Revised/updated, and approved quality assurance framework, guidelines, and tools for polytechnic and universities	(c) US\$ 2 million for revised/updated and approved quality assurance framework, guidelines, and tools for polytechnic and universities.	1,070,000	930,000
	DLR #3.3: B-Tech programs developed and accredited as Blended Learning Programs and students enrolled in the existing programs.	(a) US\$ 437,500 for each program accredited up to a maximum of 8 programs. (b) US\$ 500,000 for each batch of 190 students enrolled in B-Tech programs up to a maximum of 3 batches. Baseline: 0 programs and 0 students. Target: 8 programs and 570 new students enrolled	1,872,500 802,500	1,627,500 697,500
	DLR #3.4: Strengthen the BRD in-house capacity to administer			

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	students' loan management scheme through: (a) upgrading of MINUZA by adding 1 new module, reviewing 1 existing module and developing MINUZA mobile application; and (b) recruitment of 1 data scientist and 3 staff for the BRD Education Call Centre to conduct education financing data analytics and operationalize BRD Education Call Centre.	(a) US\$ 4 million for MINUZA upgrading (b) US\$ 1 million for recruitment of staff for data analytics and operationalization of the BRD Education Call Center.	2,140,000 535,000	1,860,000 465,000
	DLR #3.5: Percentage point improvement in loan recovery rate.	US\$ 600,000 for each percentage point increase. Baseline: 31% Target: 41	3,210,000	2,790,000
(4) DLI #4: Roll out of LMIS to meet specific needs of target and defined user groups through: (a) LMIS user needs, and customer journeys are defined and validated by different targeted user groups; and (b) LMIS is upgraded based on defined and validated user needs and customer journeys.	DLR 4.1: (a) LMIS user needs, and customer journeys are defined and validated by different targeted user groups; and (b) LMIS is upgraded based on defined and validated user needs and customer journeys.	(a) US\$ 1 million for LMIS user needs and customer journeys defined and validated. (b) US\$ 4 million for LMIS upgraded based on defined and validated user needs	535,000 2,140,000	465,000 1,860,000

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		and customer journeys		
(5) DLI #5: Sector Skills Councils (SSCs) established and operationalized in priority sectors.	DLR 5.1: SSCs established and operationalized in priority sectors.	US\$ 800,000 for each SSCs established and operationalized up to a maximum of 5 SSCs. Baseline: 1 Target: 6	2,140,000	1,860,000
(6) DLI #6: Completion of progress milestones in capacity building plan for 8 out of 13 specified capacity building areas as per three-year consolidated capacity building plan for PSG Implementing Entities approved by MIFOTRA-CSO.	DLR #6.1: Completion of progress milestones in capacity building plan for 8 out of 13 specified capacity building areas as per three-year consolidated capacity building plan for PSG Implementing Entities approved by CSO-MIFOTRA.	US\$ 0.5 million for each capacity building area completed up to a maximum of 8 capacity building areas. Baseline: 7 Target: 15	2,140,000	1,860,000
(7) DLI #7: A new NSDEPS 2 developed and approved by NSDEPS Ministerial Steering Committee	DLR #7.1: A new NSDEPS 2 developed and approved by NSDEPS Ministerial Steering Committee	US\$ 5 million disbursed once NSDEPS 2 is approved.	2,675,000	2,325,000
TOTAL			107,000,000	93,000,000

*Prior Result

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) on the basis of DLRs achieved prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed USD 13,000,000

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(53.5% from Credit A and 46.5% from Credit B) may be made on the basis of DLR 2.3 achieved prior to this date but on or after December 1, 2023; or

- (b) for any DLR under Categories (1) to (7), until and unless the Recipient has furnished evidence satisfactory to the Association that said DLR has been achieved.
2. Notwithstanding the provisions of Part B.1(b) of this Section, the Recipient may withdraw: (i) an amount not to exceed USD 47,000,000 as an advance; provided, however, that if the DLRs in the opinion of the Association, are not achieved by the Closing Date, the Recipient shall refund such to the Association promptly upon notice thereof by the Association. Except as otherwise agreed with the Recipient, the Association shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the Association shall specify by notice to the Recipient.
 3. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs under Categories (1) through (7) has not been achieved by the date by which the said DLR is set to be achieved (or such later date as the Association has established by notice to the Recipient), the Association may, by notice to the Recipient: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Financing then allocated to said Category which, in the opinion of the Association, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the formula set out for scalable DLRs in Part A of this Section; (b) reallocate all or a portion of the proceeds of the Financing then allocated to said DLR to any other DLR; and/or (c) cancel all or a portion of the proceeds of the Financing then allocated to said DLR.
 4. The Closing Date is June 30, 2029.

Section V. Other Undertakings

A. Counterpart Funding

The Recipient shall allocate Counterpart Funding in its budget throughout the period of implementation of the Program.

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

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each January 15 and July 15:	
Commencing January 15, 2035 to and including July 15, 2074	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.

CREDIT B

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each January 15 and July 15:	
Commencing January 15, 2031 to and including January 15, 2036	8.33334%
on July 15, 2036_____	8.33326%

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

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the Association’s “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing,” dated February 1, 2012, and revised July 10, 2015.
2. “Blended Learning Programs” means the programs that combine face-to-face or remote synchronous teaching with autonomous online learning through the existing eLearning system.
3. “BRD” means the Development Bank of Rwanda, a public company limited by shares, incorporated on August 5, 1967, registered at the Recipient's office of the registrar general with company code no. 1000003547.
4. “BRD Education Call Center” means the call center established and functioning in BRD in relation to student loan administration.
5. “BRD Legislation” means the BRD incorporation certificate issued on July 7, 2011 and banking license no. 003, issued by the National Bank of Rwanda on August 11, 2009.
6. “B-tech” or “Bachelor of Technology” means an undergraduate degree program with a major in technology.
7. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
8. “Chief Skills Office, Ministry of Public Service and Labour” or “CSO-MIFOTRA” means the office established in MIFOTRA, responsible for providing effective oversight and coordination in the skills development and employment promotion ecosystem.
9. “Counterpart Funding” means the minimum amount of funds required for the Program to be provided by the Recipient through an allocation to the budget, in the total amount of USD165 million.
10. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement; and “DLIs” mean more than one DLI.

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11. “Disbursement Linked Result” or “DLR” means in respect of a given Category, the result under said Category as set forth in the table in Section IV of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Financing allocated to said result may be withdrawn in accordance with the provisions of said Section IV; and “DLRs mean more than one DLR.
12. “Expert Group” means a group comprising of persons with expertise and relevant qualifications in the areas of general higher education quality assurance and virtual/blended education, polytechnic/TVET quality assurance, accreditation and qualification framework and students financing management, with qualifications satisfactory to the Association.
13. “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.
14. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Program-for-Results Financing”, dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
15. “HEC” means the Recipient's Higher Education Council, established and operating pursuant to HEC Legislation.
16. “HEC Legislation” means Law No. 20 of 2017 *establishing the Higher Education Council and determining its mission, powers, organization and functioning*, published on the Official Gazette No 20 on May 15, 2017.
17. “Integrated Enterprise Resource Planning” or “ERP” means a software platform connecting various digital applications.
18. “Internal Policies” mean the policies guiding UR day to day operations approved by competent UR management organs, as may be further detailed in the POM.
19. “Labor Market Information system” or “LMIS” means an information mechanism that collects and evaluates information relating to the labor markets.
20. “Management Information System” or “MIS” means a system that gathers data from a range of sources, compile it and present it in a readable format.
21. “Master Plan” means the plan for the construction of the student hostels.
22. “Memorandum of Understanding” or “MoU” means a legal arrangement to be entered into with SDF Grantees pursuant to this Agreement, binding on the parties.

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23. “Ministry of Education” or “MINEDUC” means the Recipient’s ministry in charge of education or any successor thereto.
24. “Ministry of Public Service and Labour” or “MIFOTRA” means the ministry responsible for employment or its successor thereto.
25. “MINUZA” means an online student loan management system, developed by BRD, that facilitates student loan and bursary disbursement process, from application to loan repayment.
26. “National Steering Committee” or “NSC” means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement, established under the PSG.
27. “NEET” means Not in Education, Employment, or Training.
28. “NSDEPS 2” or “National Skills Development and Employment Promotion Strategy 2” means the five-year strategy plan which outlines a defined skills governance structure and strategic plan.
29. “NSDEPS Ministerial Steering Committee” means the committee with such composition as specified in the POM, responsible for, inter alia, approving the NSDEPS 2.
30. “Prime Ministers Orders” or “PMO” mean the order(s) establishing the special statute governing employees of public institutions of higher learning, and the order determining the functions and powers of UR organs.
31. “Program Agreement” means each of the agreements entered into on or about the signature date of this Agreement, between the Association and each of the Program Implementing Entities; and collectively referred to as “Program Agreements”.
32. “Program Action Plan” means the Recipient’s plan dated August 8, 2024 and referred to in Section I.C.1 of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Association.
33. “Program Implementing Entity” means each of HEC, UR, BRD, RP and RTB responsible for implementing activities under the Program, and collectively referred to as “Program Implementing Entities”.
34. “Program Implementing Entities’ Legislations” means, each of BRD Legislation, HEC Legislation, RP Legislation, UR Legislation and the RTP Legislation.
35. “Program Operations Manual” means the manual referred to in Section I.C.2(a)(i) of Schedule 2 to this Agreement, setting out the details for the implementation of

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the Program, including all annexes attached thereto, as may be revised from time to time with prior written agreement of the Association.

36. “Recognition of Prior Learning” or “RPL” means a process that assesses competency, mostly acquired through informal training.
37. “Respective Part of the Program” means, activities to be carried out by each of the Program Implementing Entities, with respect to: (a) HEC, Part 2 of the Program; (b) UR, Part 2 of the Program; (c) RP, Part 2 of the Program; (d) RTP, Part 1 of the Program; (e) BRD, Part 2 of the Program, as detailed in the POM, and respective Subsidiary Agreements and Program Agreements.
38. “Rwanda Development Board” means an institution of government established and operating pursuant to Law No. 057/2023 of 17/11/2023, mandated to accelerate the Recipient’s economic development by enabling private sector growth.
39. “Rwanda Technical and Vocational Education and Training Board” or “RTB” means the board established and operating pursuant to RTB Legislation.
40. “RTB Legislation” means Presidential Order No. 123 of 2020, *establishing the Rwanda Technical and Vocational Education and Training Board*, published in the Official Gazette special on October 15, 2020.
41. “Rwanda Polytechnic Higher Learning Institution” or “RP” means the institution established and operating pursuant to RP Legislation.
42. “Rwanda Qualification Framework” means the framework that sets out the requirement for the awards of institutions of higher education in Rwanda.
43. “RP Legislation” means Law N°22/2017 of 30/05/2017 published in Official Gazette N°23 of 05/06/2017, establishing the Rwanda Polytechnic Higher Learning Institution.
44. “Selected UR and RP Campuses” mean those campuses in UR and RP, as specified in the POM, where construction activities will be carried out.
45. “Sector Skills Council” or “SSC” means the council to bring employers and education providers to work together on solving the skills gap problem in various sector in Rwanda.
46. “SDF Grantees” means companies, cooperatives, associations, trade unions, NGOs and TVET schools eligible to apply for SDF grants through a competitive process.

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47. “SDF Operations Manual” means the manual referred in Section I.C.2(a)(ii) of Schedule 2 to this Agreement, setting out the details for the administration of the SDF under the four windows, to be developed by RTB.
48. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
49. “Single Program Implementation Unit” or “SPIU” means the unit referred to in Section I.A.1 of Schedule 2 to this Agreement responsible for implementation of the Program in MINEDUC.
50. “Skills Development Fund” or “SDF” means the fund providing youth with employable skills through different ‘windows’.
51. “SMART” means structure that employs digital features.
52. “Subsidiary Agreements” mean collectively the agreements referred to in Section I, part B of Schedule 2 to this Agreement between the Association and the respective Program Implementing Entities; and “Subsidiary Agreement” refers to any one of the Subsidiary Agreements.
53. “TVET” or “Technical and Vocational Education and Training” means aspects of the educational process involving, in addition to general education, the study of technologies and related sciences, and the acquisition of practical skills, attitudes, understanding and knowledge relating to occupants in various sectors of economic and social life.
54. “UR” means the Recipient's University of Rwanda, established and operating pursuant to UR Legislation.
55. “UR Legislation” means Law No. 053/2024 *governing the University of Rwanda*, published on the Official Gazette Special of June 19, 2024.
56. “UR Legal and Regulatory Framework” means the law establishing the University of Rwanda and its related legal instruments.
57. “Virtual Learning Environment” or “VLE” means a platform that provides access to educational content online.
58. “Verification Protocol” means the Recipient’s protocol, detailing the technical standards and arrangements and procedures for the monitoring, reporting and verification of DLRs under the Program.

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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 65 (Interest Charge) in the Appendix is modified to read as follows:

“65. “Interest Charge” means the interest charge for the purpose of Section 3.07.
3. Paragraph 99 (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° 077/2024 ryo ku wa 02/12/2024 ryemera kwemeza Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni ijana na zirindwi z'Amadolari y'Abanyamerika (107.000.000 USD) (Credit A) n'inguzanyo ya miliyoni mirongo icyenda n'eshatu z'Amadolari y'Abanyamerika (93.000.000 USD) (Credit B), zigenewe gahunda yo kongerera urubyiruko ubumenyi bukenewe mu iterambere no kurwongerera amahirwe yo guhatana ku isoko ry'umurimo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2024	Seen to be annexed to Law n° 077/2024 of 02/12/2024 approving the ratification of the Financing Agreement between the Republic of Rwanda and International Development Association, relating to the credit of one hundred and seven million United States Dollars (USD 107,000,000) (Credit A) and the credit of ninety-three million United States Dollars (USD 93,000,000) (Credit B) for priority skills for growth and youth empowerment program, signed in Kigali, Rwanda, on 12 September 2024	Vu pour être annexé à la Loi n° 077/2024 du 02/12/2024 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de cent sept millions de dollars Américains (107.000.000 USD) (Crédit A) et au crédit de quatre-vingt-treize millions de dollars Américains (93.000.000 USD) (Crédit B) pour le programme de compétences prioritaires pour la croissance et l'autonomisation des jeunes, signé à Kigali, au Rwanda, le 12 septembre 2024
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Kigali, 02/12/2024

(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° 080/01 RYO KU WA 02/12/2024 RYEMEZA KO U RWANDA RUBA KIMWE MU BIHUGU BIHURIYE KURI SITATI Y'IHURIRO RYA THE HAGUE KU MATEGEKO MBONEZAMUBANO MPUZAMAHANGA YEMEREJWE I THE HAGUE, MU BUHORANDI, KU WA 31 UKWAKIRA 1951 ATANGIRA GUKURIKIZWA KU WA 15 NYAKANGA 1955 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza kuba kimwe mu bihugu bihuriye ku masezerano <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° 080/01 OF 02/12/2024 ON ACCESSION OF RWANDA TO THE STATUTE OF THE HAGUE CONFERENCE ON PRIVATE INTERNATIONAL LAW ADOPTED AT THE HAGUE, NETHERLANDS, ON 31 OCTOBER 1951 AND ENTERED INTO FORCE ON 15 JULY 1955 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Accession <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° 080/01 DU 02/12/2024 PORTANT ADHÉSION DU RWANDA AU STATUT DE LA CONFÉRENCE DE LA HAYE DE DROIT INTERNATIONAL PRIVÉ ADOPTÉ À LA HAYE, AUX PAYS-BAS, LE 31 OCTOBRE 1951 ET ENTRÉ EN VIGUEUR LE 15 JUILLET 1955 <u>TABLE DES MATIÈRES</u> <u>Article premier :</u> Adhésion <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° 080/01 RYO KU WA 02/12/2024 RYEMEZA KO U RWANDA RUBA KIMWE MU BIHUGU BIHURIYE KURI SITATI Y'IHURIRO RYA THE HAGUE KU MATEGEKO MBONEZAMUBANO MPUZAMAHANGA YEMEREJWE I THE HAGUE, MU BUHORANDI, KU WA 31 UKWAKIRA 1951 ATANGIRA GUKURIKIZWA KU WA 15 NYAKANGA 1955 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° 075/2024 ryo ku wa 02/12/2024 ryemera kwemeza ko u Rwanda ruba kimwe mu bihugu bihuriye kuri Sitati y'Ihuriro rya <i>Hague</i> ku mategeko mbonezamubano mpuzamahanga yemerejwe i <i>Hague</i>, mu Buhorandi, ku wa 31 Ukwakira 1951 atangira gukurikizwa ku wa 15 Nyakanga 1955; Tumaze kubona Sitati y'Ihuriro rya The Hague ku mategeko mbonezamubano mpuzamahanga yemerejwe i The Hague, mu	PRESIDENTIAL ORDER N° 080/01 OF 02/12/2024 ON ACCESSION OF RWANDA TO THE STATUTE OF THE HAGUE CONFERENCE ON PRIVATE INTERNATIONAL LAW ADOPTED AT THE HAGUE, NETHERLANDS, ON 31 OCTOBER 1951 AND ENTERED INTO FORCE ON 15 JULY 1955 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° 075/2024 of 02/12/2024 approving the accession of Rwanda to the Statute of The Hague Conference on Private International Law adopted at The Hague, Netherlands, on 31 October 1951 and entered into force on 15 July 1955; Considering the Statute of The Hague Conference on Private International Law adopted at The	ARRÊTÉ PRÉSIDENTIEL N° 080/01 DU 02/12/2024 PORTANT ADHÉSION DU RWANDA AU STATUT DE LA CONFÉRENCE DE LA HAYE DE DROIT INTERNATIONAL PRIVÉ ADOPTÉ À LA HAYE, AUX PAYS-BAS, LE 31 OCTOBRE 1951 ET ENTRÉ EN VIGUEUR LE 15 JUILLET 1955 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° 075/2024 du 02/12/2024 approuvant l'adhésion du Rwanda au Statut de la Conférence de La Haye de droit international privé adopté à La Haye, aux Pays-Bas, le 31 octobre 1951 et entré en vigueur le 15 juillet 1955 ; Considérant le Statut de la Conférence de La Haye de droit international privé adopté à La Haye, aux Pays-Bas, le 31 octobre 1951 et
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Buhorandi, ku wa 31 Ukwakira 1951 atangira gukurikizwa ku wa 15 Nyakanga 1955; Bisabwe na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere:</u> Kwemeza kuba kimwe mu bihugu bihuriye ku masezerano U Rwanda rwemeje ko rubaye kimwe mu bihugu bihuriye kuri Sitati y'Ihuriro rya The Hague ku mategeko mbonezamubano mpuzamahanga yemerejwe i The Hague, mu Buhorandi, ku wa 31 Ukwakira 1951 atangira gukurikizwa ku wa 15 Nyakanga 1955, iri ku mugereka w'iri teka, kandi iyo Sitati itangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka Minisitiri w'Intebe, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta bashinzwe gushyira mu bikorwa iri teka.	Hague, Netherlands, on 31 October 1951 and entered into force on 15 July 1955; On Proposal by the Minister of Foreign Affairs and International Cooperation; After consideration and approval by the Cabinet; DO ORDER: <u>Article One:</u> Accession Rwanda accedes to the Statute of The Hague Conference on Private International Law adopted at The Hague, Netherlands, on 31 October 1951 and entered into force on 15 July 1955, annexed to this Order, and the Statute becomes fully effective. <u>Article 2:</u> Authorities responsible for the implementation of this Order The Prime Minister, the Minister of Foreign Affairs and International Cooperation and the Minister of Justice and Attorney General are entrusted with the implementation of this Order.	entré en vigueur le 15 juillet 1955 ; Sur proposition du Ministre des Affaires Étrangères et de la Coopération Internationale ; Après examen et adoption par le Conseil des Ministres ; ARRÊTONS : <u>Article premier :</u> Adhésion Le Rwanda adhère au Statut de la Conférence de La Haye de droit international privé adopté à La Haye, aux Pays-Bas, le 31 octobre 1951 et entré en vigueur le 15 juillet 1955, annexé au présent arrêté, et ce Statut sort son plein et entier effet. <u>Article 2 :</u> Autorités chargées de l'exécution du présent arrêté Le Premier Ministre, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre de la Justice et Garde des Sceaux sont chargés de l'exécution du présent arrêté.
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<u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Icyongereza.	<u>Article 3: Language provision</u> This Order was drafted in English.	<u>Article 3 : Disposition linguistique</u> Le présent arrêté a été rédigé en anglais.
<u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku muni 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.

Kigali, 02/12/2024

(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° 080/01 RYO KU WA 02/12/2024 RYEMEZA KO U RWANDA RUBA KIMWE MU BIHUGU BIHURIYE KURI SITATI Y'IHURIRO RYA THE HAGUE KU MATEGEKO MBONEZAMUBANO MPUZAMAHANGA YEMEREJWE I THE HAGUE, MU BUHORANDI, KU WA 31 UKWAKIRA 1951 ATANGIRA GUKURIKIZWA KU WA 15 NYAKANGA 1955	ANNEX TO PRESIDENTIAL ORDER N° 080/01 OF 02/12/2024 RELATING TO ACCESSION OF RWANDA TO THE STATUTE OF THE HAGUE CONFERENCE ON PRIVATE INTERNATIONAL LAW ADOPTED AT THE HAGUE, NETHERLANDS, ON 31 OCTOBER 1951 AND ENTERED INTO FORCE ON 15 JULY 1955	ANNEXE À L'ARRÊTÉ ARRÊTÉ PRÉSIDENTIEL N° 080/01 DU 02/12/2024 PORTANT ADHÉSION DU RWANDA AU STATUT DE LA CONFÉRENCE DE LA HAYE DE DROIT INTERNATIONAL PRIVÉ ADOPTÉ À LA HAYE, AUX PAYS-BAS, LE 31 OCTOBRE 1951 ET ENTRÉ EN VIGUEUR LE 15 JUILLET 1955
SITATI Y'IHURIRO RYA THE HAGUE KU MATEGEKO MBONEZAMUBANO MPUZAMAHANGA YEMEREJWE I THE HAGUE, MU BUHORANDI, KU WA 31 UKWAKIRA 1951 ATANGIRA GUKURIKIZWA KU WA 15 NYAKANGA 1955	STATUTE OF THE HAGUE CONFERENCE ON PRIVATE INTERNATIONAL LAW ADOPTED AT THE HAGUE, NETHERLANDS, ON 31 OCTOBER 1951 AND ENTERED INTO FORCE ON 15 JULY 1955	STATUT DE LA CONFÉRENCE DE LA HAYE DE DROIT INTERNATIONAL PRIVÉ ADOPTÉ À LA HAYE, AUX PAYS-BAS, LE 31 OCTOBRE 1951 ET ENTRÉ EN VIGUEUR LE 15 JUILLET 1955

STATUT DE LA CONFÉRENCE DE LA HAYE DE DROIT INTERNATIONAL PRIVÉ¹

(Entré en vigueur le 15 juillet 1955)

Les Gouvernements des Pays ci-après énumérés:

la République Fédérale d'Allemagne, l'Autriche, la Belgique, le Danemark, l'Espagne, la Finlande, la France, l'Italie, le Japon, le Luxembourg, la Norvège, les Pays-Bas, le Portugal, le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, la Suède et la Suisse;

considérant le caractère permanent de la Conférence de La Haye de Droit International Privé;

désirant accentuer ce caractère;

ayant, à cette fin, estimé souhaitable de doter la Conférence d'un Statut;

sont convenus des dispositions suivantes:

Article premier

La Conférence de La Haye a pour but de travailler à l'unification progressive des règles de droit international privé.

¹ Le Statut a été adopté lors de la Septième session de la Conférence de La Haye de droit international privé, le 31 octobre 1951, et est entré en vigueur le 15 juillet 1955. Des amendements ont été adoptés lors de la Vingtième session le 30 juin 2005 (Acte final, C), approuvés par les Membres le 30 septembre 2006 et sont entrés en vigueur le premier janvier 2007.

Article 2

- 1. Sont Membres de la Conférence de La Haye de Droit International Privé les Etats qui ont déjà participé à une ou plusieurs Sessions de la Conférence et qui acceptent le présent Statut.**
- 2. Peuvent devenir Membres tous autres Etats dont la participation présente un intérêt de nature juridique pour les travaux de la Conférence. L'admission de nouveaux Etats membres est décidée par les Gouvernements des Etats participants, sur proposition de l'un ou de plusieurs d'entre eux, à la majorité des voix émises, dans un délai de six mois à dater du jour où les Gouvernements ont été saisis de cette proposition.**
- 3. L'admission devient définitive du fait de l'acceptation du présent Statut par l'Etat intéressé.**

Article 3

- 1. Les Etats membres de la Conférence peuvent, lors d'une réunion relative aux affaires générales et à la politique rassemblant la majorité d'entre eux, à la majorité des voix émises, décider d'admettre également comme Membre toute Organisation régionale d'intégration économique qui a soumis une demande d'admission au Secrétaire général. Toute référence faite dans le présent Statut aux Membres comprend ces Organisations membres, sauf dispositions contraires. L'admission ne devient définitive qu'après l'acceptation du Statut par l'Organisation régionale d'intégration économique concernée.**
- 2. Pour pouvoir demander son admission à la Conférence en qualité de Membre, une Organisation régionale d'intégration économique doit être**

composée uniquement d'Etats souverains, et doit posséder des compétences transférées par ses Etats membres pour un éventail de questions qui sont du ressort de la Conférence, y compris le pouvoir de prendre des décisions sur ces questions engageant ses Etats membres.

3. Chaque Organisation régionale d'intégration économique qui dépose une demande d'admission présente, en même temps que sa demande, une déclaration de compétence précisant les questions pour lesquelles ses Etats membres lui ont transféré compétence.

4. Une Organisation membre et ses Etats membres doivent s'assurer que toute modification relative à la compétence ou à la composition d'une Organisation membre est notifiée au Secrétaire général, lequel diffuse cette information aux autres Membres de la Conférence.

5. Les Etats membres d'une Organisation membre sont réputés conserver leurs compétences sur toute question pour laquelle des transferts de compétence n'ont pas été spécifiquement déclarés ou notifiés.

6. Tout Membre de la Conférence peut demander à l'Organisation membre et ses Etats membres de fournir des informations quant à la compétence de l'Organisation membre à l'égard de toute question spécifique dont la Conférence est saisie. L'Organisation membre et ses Etats membres doivent s'assurer que ces informations sont fournies en réponse à une telle demande.

7. L'Organisation membre exerce les droits liés à sa qualité de Membre en alternance avec ses Etats membres qui sont Membres de la Conférence, dans leurs domaines de compétence respectifs.

8. L'Organisation membre peut disposer, pour les questions relevant de

sa compétence, dans toute réunion de la Conférence à laquelle elle est habilitée à participer, d'un nombre de voix égal au nombre de ses Etats membres qui lui ont transféré compétence sur la matière en question, et qui sont habilités à voter lors de cette réunion et se sont enregistrés pour celle-ci. Lorsque l'Organisation membre exerce son droit de vote, ses Etats membres n'exercent pas le leur, et inversement.

9. « Organisation régionale d'intégration économique » signifie une organisation internationale composée uniquement d'Etats souverains et qui possède des compétences transférées par ses Etats membres pour un éventail de questions, y compris le pouvoir de prendre des décisions engageant ses Etats membres sur ces questions.

Article 4

1. Le fonctionnement de la Conférence est assuré par le Conseil sur les affaires générales et la politique (ci-après: le Conseil), composé de tous les Membres. Les réunions du Conseil se tiennent en principe tous les ans.
2. Le Conseil assure ce fonctionnement par l'intermédiaire d'un Bureau Permanent dont il dirige les activités.
3. Le Conseil examine toutes les propositions destinées à être mises à l'ordre du jour de la Conférence. Il est libre d'apprécier la suite à donner à ces propositions.
4. La Commission d'Etat néerlandaise, instituée par Décret Royal du 20 février 1897 en vue de promouvoir la codification du droit international privé, fixe, après consultation des Membres de la Conférence, la date des Sessions diplomatiques.

5. La Commission d'Etat s'adresse au Gouvernement des Pays-Bas pour la convocation des Membres. Le Président de la Commission d'Etat préside les Sessions de la Conférence.
6. Les Sessions ordinaires de la Conférence auront lieu, en principe, tous les quatre ans.
7. En cas de besoin, le Conseil peut, après consultation de la Commission d'Etat, prier le Gouvernement des Pays-Bas de réunir la Conférence en Session extraordinaire.
8. Le Conseil peut consulter la Commission d'Etat sur toute autre question intéressant la Conférence.

Article 5

1. Le Bureau Permanent a son siège à La Haye. Il est composé d'un Secrétaire général et de quatre Secrétaires qui sont nommés par le Gouvernement des Pays-Bas sur présentation de la Commission d'Etat.
2. Le Secrétaire général et les Secrétaires devront posséder des connaissances juridiques et une expérience pratique appropriées. La diversité de la représentation géographique et de l'expertise juridique seront également prises en compte dans leur nomination.
3. Le nombre des Secrétaires peut être augmenté après consultation du Conseil et conformément à l'article 10.

Article 6

Sous la direction du Conseil, le Bureau Permanent est chargé:

- a) de la préparation et de l'organisation des Sessions de la Conférence

de La Haye, ainsi que des réunions du Conseil et des Commissions spéciales;

b) des travaux du Secrétariat des Sessions et des réunions ci-dessus prévues;

c) de toutes les tâches qui rentrent dans l'activité d'un secrétariat.

Article 7

1. En vue de faciliter les communications entre les Membres de la Conférence et le Bureau Permanent, le Gouvernement de chacun des Etats membres doit désigner un organe national, et chaque Organisation membre un organe de liaison.

2. Le Bureau Permanent peut correspondre avec tous les organes ainsi désignés, et avec les organisations internationales compétentes.

Article 8

1. Les Sessions, et dans l'intervalle des Sessions, le Conseil, peuvent instituer des Commissions spéciales, en vue d'élaborer des projets de Convention ou d'étudier toutes questions de droit international privé rentrant dans le but de la Conférence.

2. Les Sessions, le Conseil et les Commissions spéciales fonctionnent, dans toute la mesure du possible, sur la base du consensus.

Article 9

1. Les coûts prévus au budget annuel de la Conférence sont répartis entre les Etats membres de la Conférence.

2. Une Organisation membre n'est pas tenue de contribuer au budget annuel de la Conférence, en plus de ses Etats membres, mais verse une somme, déterminée par la Conférence en concertation avec l'Organisation membre, afin de couvrir les dépenses administratives additionnelles découlant de son statut de Membre.

3. Dans tous les cas, les indemnités de déplacement et de séjour des Délégués au Conseil et aux Commissions spéciales sont à la charge des Membres représentés.

Article 10

1. Le budget de la Conférence est soumis, chaque année, à l'approbation du Conseil des Représentants diplomatiques des Etats membres à La Haye.

2. Ces Représentants fixent également la répartition, entre les Etats membres, des dépenses mises par ce budget à la charge de ces derniers.

3. Les Représentants diplomatiques se réunissent, à ces fins, sous la Présidence du Ministre des Affaires Etrangères du Royaume des Pays-Bas.

Article 11

1. Les dépenses, résultant des Sessions ordinaires et extraordinaires de la Conférence, sont prises en charge par le Gouvernement des Pays-Bas.

2. En tout cas, les indemnités de déplacement et de séjour des Délégués sont à la charge des Membres respectifs.

Article 12

Les usages de la Conférence continuent à être en vigueur pour tout ce qui n'est pas contraire au présent Statut ou aux Règlements.

Article 13

1. Les modifications au présent Statut doivent être adoptées par consensus des Etats membres présents lors d'une réunion sur les affaires générales et la politique.

2. Ces modifications doivent entrer en vigueur, pour tous les Membres, trois mois après leur approbation, conformément à leurs procédures internes respectives, par les deux tiers des Etats membres, mais pas avant un délai de neuf mois suivant la date de leur adoption.

3. La réunion mentionnée au paragraphe premier peut, par consensus, modifier les délais mentionnés au paragraphe 2.

Article 14

Les dispositions du présent Statut seront complétées par des Règlements, en vue d'en assurer l'exécution. Ces Règlements seront établis par le Bureau Permanent et soumis à l'approbation d'une Session diplomatique, du Conseil des Représentants diplomatiques ou du Conseil sur les affaires générales et la politique.

Article 15

1. Le présent Statut sera soumis à l'acceptation des Gouvernements des Etats ayant participé à une ou plusieurs Sessions de la Conférence. Il entrera en vigueur dès qu'il sera accepté par la majorité des Etats

représentés à la Septième session.

2. La déclaration d'acceptation sera déposée auprès du Gouvernement néerlandais, qui en donnera connaissance aux Gouvernements visés au premier paragraphe de cet article.

3. Le Gouvernement néerlandais notifie, en cas d'admission d'un nouveau Membre, la déclaration d'acceptation de ce nouveau Membre à tous les Membres.

Article 16

1. Chaque Membre pourra dénoncer le présent Statut après une période de cinq ans à partir de la date de son entrée en vigueur aux termes de l'article 15, paragraphe premier.

2. La dénonciation devra être notifiée au Ministère des Affaires Etrangères du Royaume des Pays-Bas, au moins six mois avant l'expiration de l'année budgétaire de la Conférence, et produira son effet à l'expiration de ladite année, mais uniquement à l'égard du Membre qui l'aura notifiée.

Les textes français et anglais du Statut, tel qu'amendé le premier janvier 2007, font également foi.

**STATUTE OF THE HAGUE CONFERENCE ON PRIVATE INTERNATIONAL
LAW²**

(Entry into force 15 July 1955)

The Governments of the countries hereinafter specified:

**the Federal Republic of Germany, Austria, Belgium, Denmark, Spain,
Finland, France, Italy, Japan, Luxembourg, Norway, the Netherlands,
Portugal, the United Kingdom of Great Britain and Northern Ireland,
Sweden and Switzerland;**

**In view of the permanent character of the Hague Conference on Private
International Law;**

Desiring to stress that character;

**Having, to that end, deemed it desirable to provide the Conference with a
Statute;**

Have agreed upon the following provisions:

Article 1

The purpose of the Hague Conference is to work for the progressive

² The Statute was adopted during the Seventh Session of the Hague Conference on Private International Law on 31 October 1951 and entered into force on 15 July 1955. Amendments were adopted during the Twentieth Session on 30 June 2005 (Final Act, C), approved by Members on 30 September 2006 and entered into force on 1 January 2007.

unification of the rules of private international law.

Article 2

1. Members of the Hague Conference on Private International Law are the States which have already participated in one or more Sessions of the Conference and which accept the present Statute.

2. Any other State, the participation of which is from a juridical point of view of importance for the work of the Conference, may become a Member. The admission of new Member States shall be decided upon by the Governments of the participating States, upon the proposal of one or more of them, by a majority of the votes cast, within a period of six months from the date on which that proposal is submitted to the Governments.

3. The admission shall become effective upon the acceptance of the present Statute by the State concerned.

Article 3

1. The Member States of the Conference may, at a meeting concerning general affairs and policy where the majority of Member States is present, by a majority of the votes cast, decide to admit also as a Member any Regional Economic Integration Organisation which has submitted an application for membership to the Secretary General. References to Members under this Statute shall include such Member Organisations, except as otherwise expressly provided. The admission shall become effective upon the acceptance of the Statute by the Regional Economic Integration Organisation concerned.

2. To be eligible to apply for membership of the Conference, a Regional Economic Integration Organisation must be one constituted solely by

sovereign States, and to which its Member States have transferred competence over a range of matters within the purview of the Conference, including the authority to make decisions binding on its Member States in respect of those matters.

3. Each Regional Economic Integration Organisation applying for membership shall, at the time of such application, submit a declaration of competence specifying the matters in respect of which competence has been transferred to it by its Member States.

4. Each Member Organisation and its Member States shall ensure that any change regarding the competence of the Member Organisation or in its membership shall be notified to the Secretary General, who shall circulate such information to the other Members of the Conference.

5. Member States of the Member Organisation shall be presumed to retain competence over all matters in respect of which transfers of competence have not been specifically declared or notified.

6. Any Member of the Conference may request the Member Organisation and its Member States to provide information as to whether the Member Organisation has competence in respect of any specific question which is before the Conference. The Member Organisation and its Member States shall ensure that this information is provided on such request.

7. The Member Organisation shall exercise membership rights on an alternative basis with its Member States that are Members of the Conference, in the areas of their respective competences.

8. The Member Organisation may exercise on matters within its competence, in any meetings of the Conference in which it is entitled to participate, a number of votes equal to the number of its Member States which have transferred competence to the Member Organisation in respect of the matter in question, and which are entitled to vote in and have registered for such meetings. Whenever the Member Organisation exercises its right to vote, its Member States shall not exercise theirs, and conversely.

9. “Regional Economic Integration Organisation” means an international organisation that is constituted solely by sovereign States, and to which its Member States have transferred competence over a range of matters, including the authority to make decisions binding on its Member States in respect of those matters.

Article 4

1. The Council on General Affairs and Policy (hereafter “the Council”), composed of all Members, has charge of the operation of the Conference. Meetings of the Council shall, in principle, be held annually.

2. The Council ensures such operation through a Permanent Bureau, the activities of which it directs.

3. The Council shall examine all proposals intended to be placed on the Agenda of the Conference. It shall be free to determine the action to be taken on such proposals.

4. The Netherlands Standing Government Committee, instituted by Royal Decree of 20 February 1897 with a view to promoting the codification of private international law, shall, after consultation with the Members of

the Conference, determine the date of the Diplomatic Sessions.

5. The Standing Government Committee shall address itself to the Government of the Netherlands for the convocation of the Members. The Chair of the Standing Government Committee presides over the Sessions of the Conference.

6. The Ordinary Sessions of the Conference shall, in principle, be held every four years.

7. If necessary, the Council may, after consultation with the Standing Government Committee, request the Government of the Netherlands to convene the Conference in Extraordinary Session.

8. The Council may consult the Standing Government Committee on any other matter relevant to the Conference.

Article 5

1. The Permanent Bureau shall have its seat at The Hague. It shall be composed of a Secretary General and four Secretaries who shall be appointed by the Government of the Netherlands upon presentation by the Standing Government Committee.

2. The Secretary General and the Secretaries must possess appropriate legal knowledge and practical experience. In their appointment account shall also be taken of diversity of geographic representation and of legal expertise.

3. The number of Secretaries may be increased after consultation with the Council and in accordance with Article 10.

Article 6

Under the direction of the Council, the Permanent Bureau shall be charged with –

- a) the preparation and organisation of the Sessions of the Hague Conference and the meetings of the Council and of any Special Commissions;**
- b) the work of the Secretariat of the Sessions and meetings envisaged above;**
- c) all the tasks which are included in the activity of a secretariat.**

Article 7

1. With a view to facilitating communication between the Members of the Conference and the Permanent Bureau, the Government of each of the Member States shall designate a national organ and each Member Organisation a contact organ.

2. The Permanent Bureau may correspond with all the organs so designated and with the competent international organisations.

Article 8

1. The Sessions and, in the interval between Sessions, the Council, may set up Special Commissions to prepare draft Conventions or to study all questions of private international law which come within the purpose of the Conference.

2. The Sessions, Council and Special Commissions shall, to the furthest extent possible, operate on the basis of consensus.

Article 9

- 1. The budgeted costs of the Conference shall be apportioned among the Member States of the Conference.**
- 2. A Member Organisation shall not be required to contribute in addition to its Member States to the annual budget of the Conference, but shall pay a sum to be determined by the Conference, in consultation with the Member Organisation, to cover additional administrative expenses arising out of its membership.**
- 3. In any case, travelling and living expenses of the delegates to the Council and the Special Commissions shall be payable by the Members represented.**

Article 10

- 1. The budget of the Conference shall be submitted each year to the Council of Diplomatic Representatives of the Member States at The Hague for approval.**
- 2. These Representatives shall also apportion among the Member States the expenses which are charged in that budget to the latter.**
- 3. The Diplomatic Representatives shall meet for such purposes under the chairmanship of the Minister of Foreign Affairs of the Kingdom of the Netherlands.**

Article 11

- 1. The expenses resulting from the Ordinary and Extraordinary Sessions of the Conference shall be borne by the Government of the Netherlands.**
- 2. In any case, the travelling and living expenses of the delegates shall be payable by the respective Members.**

Article 12

The usages of the Conference shall continue to be observed on all points, unless contrary to the present Statute or to the Regulations.

Article 13

1. Amendments to the Statute must be adopted by consensus of the Member States present at a meeting concerning general affairs and policy.

2. Such amendments shall enter into force, for all Members, three months after they are approved by two thirds of the Member States in accordance with their respective internal procedures, but not earlier than nine months from the date of their adoption.

3. The meeting referred to in paragraph 1 may change by consensus the periods of time referred to in paragraph 2.

Article 14

To provide for their execution, the provisions of the present Statute will be complemented by Regulations. The Regulations shall be established by the Permanent Bureau and submitted to a Diplomatic Session, the Council of Diplomatic Representatives or the Council on General Affairs and Policy for approval.

Article 15

1. The present Statute shall be submitted for acceptance to the Governments of States which participated in one or more Sessions of the Conference. It shall enter into force as soon as it is accepted by the

majority of the States represented at the Seventh Session.

2. The statement of acceptance shall be deposited with the Netherlands Government, which shall make it known to the Governments referred to in the first paragraph of this Article.

3. The Netherlands Government shall, in the case of the admission of a new Member, inform all Members of the declaration of acceptance of that new Member.

Article 16

1. Each Member may denounce the present Statute after a period of five years from the date of its entry into force under the terms of Article 15, paragraph 1.

2. Notice of the denunciation shall be given to the Ministry of Foreign Affairs of the Kingdom of the Netherlands at least six months before the expiration of the budgetary year of the Conference, and shall become effective at the expiration of the said year, but only with respect to the Member which has given notice thereof.

The English and French texts of this Statute, as amended on 1 January 2007, are equally authentic.

Copie certifiée conforme à l'original

Le Directeur des Traités
du Ministère des Affaires Etrangères
du Royaume des Pays-Bas

A handwritten signature in black ink, appearing to be 'W. H. J. A. L.', is written over the text of the Dutch official.

Certified true copy of the original

The Director of Treaties
of the Ministry of Foreign Affairs
of the Kingdom of the Netherlands

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 080/01 ryo ku wa 02/12/2024 ryemeza ko u Rwanda ruba kimwe mu bihugu bihuriye kuri Sitati y'Ihuriro rya The Hague ku mategeko mbonezamubano mpuzamahanga yemerejwe i The Hague, mu Buhorandi, ku wa 31 Ukwakira 1951 atangira gukurikizwa ku wa 15 Nyakanga 1955	Seen to be annexed to Presidential Order n° 080/01 of 02/12/2024 on accession of Rwanda to the Statute of The Hague Conference on Private International Law adopted at The Hague, Netherlands, on 31 October 1951 and entered into force on 15 July 1955	Vu pour être annexé à l'Arrêté Présidentiel n° 080/01 du 02/12/2024 portant adhésion du Rwanda au Statut de la Conférence de La Haye de droit international privé adopté à La Haye, aux Pays-Bas, le 31 octobre 1951 et entré en vigueur le 15 juillet 1955
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Kigali, 02/12/2024

(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° 081/01 RYO KU WA 02/12/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI Z'AMADOLARI Y'ABANYAMERIKA (USD 20.000.000) IGENEWE UMUSHINGA WO GUTEZA IMBERE UMUKAMO W'AMATA MU RWANDA - ICYICIRO CYA II, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 06 KANAMA 2024	PRESIDENTIAL ORDER N° 081/01 OF 02/12/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TWENTY MILLION UNITED STATES DOLLARS (USD 20,000,000) FOR THE RWANDA DAIRY DEVELOPMENT PROJECT – PHASE II, SIGNED IN KIGALI, RWANDA, ON 06 AUGUST 2024	ARRÊTÉ PRÉSIDENTIEL N° 081/01 DU 02/12/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET DE DÉVELOPPEMENT DE LA PRODUCTION LAITIÈRE AU RWANDA – PHASE II, SIGNÉ À KIGALI, AU RWANDA, LE 06 AOÛT 2024
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(20.000.000 USD) igenewe umushinga wo guteza imbere umukamo w'amata mu Rwanda – icyiciro cya 2, yashyiriweho umukono i Kigali mu Rwanda, ku wa 06 Kanama 2024; Tumaze kubona Amasezerano y'inguzanyo hagati y'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyoni makumyabiri z'Amadolari y'Abanyamerika (USD 20.000.000) igenewe umushinga wo guteza imbere umukamo w'amata mu Rwanda – icyiciro cya II, yashyiriweho umukono i Kigali mu Rwanda, ku wa 06 Kanama 2024; Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano y'inguzanyo hagati y'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyoni makumyabiri z'Amadolari y'Abanyamerika (USD 20.000.000) igenewe umushinga wo	Phase 2, signed in Kigali, Rwanda, on 06 August 2024; Considering the Loan Agreement between the OPEC Fund for International Development and the Republic of Rwanda, relating to the loan of twenty million United States Dollars (USD 20,000,000) for the Rwanda dairy development project - Phase II, signed in Kigali, Rwanda, on 06 August 2024; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Loan Agreement between the OPEC Fund for International Development and the Republic of Rwanda, relating to the loan of twenty million United States Dollars (USD 20,000,000) for the Rwanda dairy development project - Phase II, signed in	Rwanda - Phase 2, signé à Kigali, au Rwanda, le 06 août 2024 ; Considérant l'Accord de prêt entre le Fonds OPEP pour le Développement International et la République du Rwanda, relatif au prêt de vingt millions de Dollars Américains (20.000.000 USD) pour le projet de développement de la production laitière au Rwanda - Phase II, signé à Kigali, au Rwanda, le 06 août 2024 ; Sur proposition du Ministre des Finances et de la Planification Économique ; Après examen et adoption par le Conseil des Ministres ; ARRÊTONS : <u>Article premier : Ratification</u> L'Accord de prêt entre le Fonds OPEP pour le Développement International et la République du Rwanda, relatif au prêt de vingt millions de Dollars Américains (20.000.000 USD) pour le projet de développement de la production laitière au Rwanda - Phase II, signé à Kigali,
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guteza imbere umukamo w'amata mu Rwanda – icyiciro cya II, yashyiriweho umukono i Kigali mu Rwanda, ku wa 06 Kanama 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'Ubuhanzi n'Ubworozi 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.	Kigali, Rwanda, on 06 August 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 Agriculture and Animal Resources are entrusted with the implementation of this Order. <u>Article 3: Language provision</u> This Order was drafted in English. <u>Article 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.	au Rwanda, le 06 août 2024, annexé au présent arrêté, est ratifié et sort son plein et entier effet. <u>Article 2 : Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre de l'Agriculture et des Ressources Animales sont chargés de l'exécution du présent arrêté. <u>Article 3 : Disposition linguistique</u> Le présent arrêté a été rédigé en anglais. <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, 02/12/2024

(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° 081/01 RYO KU WA 02/12/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI Z'AMADOLARI Y'ABANYAMERIKA (USD 20.000.000) IGENEWE UMUSHINGA WO GUTEZA IMBERE UMUKAMO W'AMATA MU RWANDA - ICYICIRO CYA II, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 06 KANAMA 2024	ANNEX TO PRESIDENTIAL ORDER N° 081/01 OF 02/12/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TWENTY MILLION UNITED STATES DOLLARS (USD 20,000,000) FOR THE RWANDA DAIRY DEVELOPMENT PROJECT – PHASE II, SIGNED IN KIGALI, RWANDA, ON 06 AUGUST 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 081/01 DU 02/12/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET DE DÉVELOPPEMENT DE LA PRODUCTION LAITIÈRE AU RWANDA – PHASE II, SIGNÉ À KIGALI, AU RWANDA, LE 06 AOÛT 2024
AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI Z'AMADOLARI Y'ABANYAMERIKA (USD 20.000.000) IGENEWE UMUSHINGA WO GUTEZA IMBERE UMUKAMO W'AMATA MU RWANDA - ICYICIRO CYA II, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 06 KANAMA 2024	LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TWENTY MILLION UNITED STATES DOLLARS (USD 20,000,000) FOR THE RWANDA DAIRY DEVELOPMENT PROJECT – PHASE II, SIGNED IN KIGALI, RWANDA, ON 06 AUGUST 2024	ACCORD DE PRÊT ENTRE LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET DE DÉVELOPPEMENT DE LA PRODUCTION LAITIÈRE AU RWANDA – PHASE II, SIGNÉ À KIGALI, AU RWANDA, LE 06 AOÛT 2024



LOAN NO. 16057P

RWANDA DAIRY DEVELOPMENT PROJECT, PHASE II (RDDP II)

LOAN AGREEMENT

BETWEEN

THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT

AND

THE REPUBLIC OF RWANDA

The OPEC Fund for International Development

AGREEMENT between the OPEC Fund for International Development ("OPEC Fund") and the Republic of Rwanda ("Borrower").

Whereas, the Borrower has requested a loan from the OPEC Fund for part financing of the Project described in Schedule 1; and

Whereas, the OPEC Fund has approved a loan to the Borrower in the amount of twenty million Dollars (\$20,000,000) upon the terms and conditions set forth hereinafter ("Loan").

Now, therefore, the parties to this Loan Agreement ("Agreement") hereby agree as follows:

Article 1

GENERAL CONDITIONS; DEFINITIONS

1.01 The General Conditions attached hereto shall constitute an integral part of this Agreement.

1.02 In addition to the terms defined in the preamble, the following terms and expressions shall have the following meanings or, where they duplicate terms and expressions in the General Conditions, the following specific meanings:

- (a) "Authorized Representative" of the Borrower means its Minister of Finance and Economic Planning;
- (b) "Closing Date" means December 31, 2030;
- (c) "Date of Repayment" means the date of each semi-annual repayment of the Loan as set forth in Schedule 3;
- (d) "Dollar" and the sign "\$" means and refer to the lawful currency of the United States of America;
- (e) "Eligible Expenditure Commencement Date" means June 26, 2024;

The OPEC Fund for International Development

- (f) "Executing Agency" means the Borrower's Ministry of Agriculture and Animal Resources;
- (g) "General Conditions" means the General Conditions Applicable to Public Sector Loan Agreements, June 2019;
- (h) "Grace Period" means the period beginning on the date of the Agreement and ending five (5) years from that date; and
- (i) "Loan Administrator" means the International Fund for Agricultural Development.

* * *

Article 2 THE LOAN

2.01 The OPEC Fund agrees to lend to the Borrower and the Borrower agrees to borrow from the OPEC Fund the Loan in the amount of twenty million Dollars (\$20,000,000) on the terms and conditions set forth in this Agreement.

2.02 The Borrower shall pay interest at the rate of one and three quarters of one per cent (1.75%) per annum on the principal amount of the Loan withdrawn and outstanding.

2.03 The Borrower shall pay a commitment fee at the rate of half of one per cent (0.50%) per annum on the unwithdrawn amount of the Loan, which fee shall begin to accrue sixty (60) days from the Date of the Agreement and shall be payable in the first instance within ninety (90) days from the Date of Effectiveness. For the avoidance of doubt, no commitment fee shall be payable if the Agreement is terminated for failure to become effective.

2.04 Interest and commitment fee (except the first payment, which shall be made as stipulated in Section 2.03) shall be paid semi-annually on February 15 and August 15 in each year into the OPEC Fund Account.

2.05 The Borrower shall repay the principal of the Loan in Dollars, or in any other freely convertible currency acceptable to the OPEC Fund in an amount equivalent to the Dollar amount due according to the market exchange rate prevailing at the time and place of repayment. Repayment shall commence immediately following

The OPEC Fund for International Development

the end of the Grace Period and shall be effected in thirty (30) semi-annual instalments, each in an amount determined by the OPEC Fund as specified in Schedule 3 (AMORTIZATION) for the respective Date of Repayment.

2.06 The Date of the Agreement shall be the date on which it is signed and dated by the authorized representative of the party last to sign and date the same.

* * *

Article 3 EFFECTIVENESS

3.01 This Agreement shall enter into force and effect in accordance with Section 3.02 upon receipt by the OPEC Fund of:

(a) satisfactory evidence that the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized and ratified according to the constitutional requirements of the Borrower; and

(b) a certificate issued by the Minister of Justice, Attorney General or other competent legal authority of the Borrower confirming that this Agreement has been duly authorized and ratified by the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms.

3.02 As soon as possible after the conditions specified in Section 3.01 shall have been satisfactorily fulfilled, this Agreement shall enter into full force and effect on the Date of Effectiveness.

3.03 If this Agreement does not become effective within one hundred and eighty (180) days after the date of the Agreement, the Agreement and all obligations of the parties hereunder shall terminate, unless the OPEC Fund, after consideration of the reasons for the delay, establishes a later date for the purposes of this Section.

* * *

The OPEC Fund for International Development

Article 4 ADDRESSES

4.01 The parties' addresses are as specified below:

For OPEC Fund:

The OPEC Fund for International Development
Parkring 8
A-1010 Vienna
AUSTRIA
Facsimile: (+43-1) 513 92 38

For the Borrower:

Ministry of Finance and Economic Planning
P.O. BOX 158
Kigali
RWANDA
Facsimile: (+250) 252577581
E-mail: info@minecofin.gov.rw

* * *

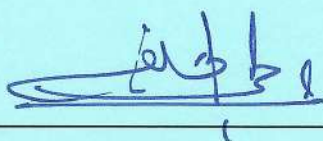
The OPEC Fund for International Development

LOAN NO. 16057P

IN WITNESS whereof the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed and delivered by exchange of correspondence in two counterparts in the English language, each considered an original and both to the same and one effect as of the Date of the Agreement.

FOR THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT:

Signature:



Name: Dr. Abdulhamid Alkhalifa

Title: President

Date: July 29, 2024

FOR THE BORROWER:

Signature:



Name: HE Yusuf Murangwa

Title: Minister of Finance and Economic Planning

Date:

06/08/24

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA

RWANDA DAIRY DEVELOPMENT PROJECT, PHASE II (RDDP II)

SCHEDULE 1

PROJECT DESCRIPTION

1.01 The Project aims to enhance the income, nutrition and resilience of rural households through a more inclusive, sustainable and digitalized dairy sector.

2.01 The Project's objectives will be achieved through implementation of the following:

(a) Increasing productivity and resilience of dairy smallholder production systems

This component will cover the following activities:

(i) *Strengthening capacities, production assets and community organization of smallholder dairy farmers:* With a focus on reinforcement of the natural and social capital of community groups for the most vulnerable households, this sub-component will cover: (A) asset building in new districts, in line with the Girinka program, to benefit the most vulnerable households without cows, including initial placement of 2,500 beneficiaries in the Pass on the Gift (POG) system and supporting the POG system in 5,000 households in districts in the RDDP Project area. This activity will be implemented collaboratively by a service provider and local Girinka Committees, with a progressive transfer to the committees; and (B) livestock insurance to cover animal deaths due to accidents, diseases and climate disasters.

(ii) *Access to services, inputs and technical innovations, enhancing availability of quality feed and water to strengthen climate resilience:* This sub-component will cover activities aimed at enhancing the availability and quality of feed and water to strengthen climate resilience through:

(A) Enhancing availability of quality feed and fodder to improve feed, fodder and fodder seeds production and distribution, as part of a more market-oriented value chain, particularly: (1) supporting private fodder seeds producers by reinforcing their capacities with technical and business management coaching, and supporting 100 producers in new districts with training, coaching, equipment for seed processing, and initial stock of parental seeds/planting material; (2) supporting the creation of fodder seeds producer cooperatives and fodder seed banks to facilitate marketing of seeds, as well as the design and

The OPEC Fund for International Development

implementation of a specific certification process, in line with national regulations; and (3) supporting youth groups for the establishment of feed production businesses, based as much as possible on utilization of crop by-products (such as rice polish, maize bran, bean cakes, and crop leftovers). This activity will include five pilots with youth groups that will be provided equipment and training.

(B) Enhancing availability of water for livestock at the household and community levels, particularly: (1) construction of low-cost small-scale individual water harvesting systems in zero grazing systems, with priority to Girinka beneficiaries and female-headed households; (2) construction of individual dam-sheets in grazing system areas; and (3) implementation of a study to assess the reasons for the poor condition and lack of maintenance of communal valley dams in the Eastern Province and to identify a few strategic dams that could be rehabilitated under the Project.

(C) Supporting the set-up of private veterinaries and roll out of sanitary mandate, including: (1) setting up 200 young veterinary doctors and veterinary technicians as private practitioners to enhance accessibility of services while also creating jobs; and (2) building and equipping veterinary posts in districts that do not have these facilities, as well as provision of equipment for safe storage of drugs and vaccines, and for safe disposal of expired drugs and bio-waste.

(D) Upscaling capacities for production and distribution of liquid nitrogen, semen and embryos, including: (1) equipping of the new National Artificial Insemination Centre with an *In Vitro Fecundation* laboratory that will facilitate local production of large quantities of high-quality embryos, as a cost-effective local alternative to importation of pedigree bulls and cows; (2) importation of 10 elite bulls to complement the 10 existing ones provided under RDDP, which cannot fully meet the semen needs; and (3) rehabilitation of the access road to the center, to ensure better connection to the public road network.

(E) Upgrading the digitalized cattle registration system, to be done in coordination with Rwanda Agriculture and Animal Resources Development Board (RAB) and the Executing Agency's Digital Office Unit, particularly: (1) supporting the animal registration platform's scale-up, decentralization, and management; (2) leveraging, by the Executing Agency, of the farmer and animal registry as the foundational data for effectively delivering farmer-facing services; (3) creation of one "true record" of farmers, farms, and livestock (animal individual identification, already implemented) through the Integrated Farmer Management Information system (FAMIS); and (4)

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development of structures by FAMIS for interoperability, and of additional modules, such as epidemic-surveillance and traceability, breeding and performance recording, access to agro-veterinary services and to digital advisory services.

(iii) *Dissemination of digital and climate-smart innovations and nature-based solutions:* The activities will include introducing innovative bundled digital solutions for farm management, particularly: (A) linking of a digital advisory services module to the farm management module to facilitate tracking the productivity and performance of animals; (B) integration of a digital animal passport to support reproductive management and monitor reproduction parameters, such as Artificial Intelligence, as well as for health management, including vaccinations; and (C) integration of a feed rationing tool into farm management.

(b) Increasing dairy value chain efficiency through scale-up investments, improved market access, and consumption of dairy products

This component will cover the following activities:

(i) *Increasing dairy value chain efficiency:* This sub-component aims to address challenges such as the low amount of milk that is marketed through formal channels like Milk Collection Points (MCPs), Milk Collection Centers (MCCs) and dairy processors, as well as milk losses that occur due to inadequate transportation and collection. Particularly, the sub-component will cover:

(A) Strengthening the capacities of dairy cooperatives in governance and business management, with a focus on: (1) strengthening the capacity of milk producers' groups and cooperatives to manage the milk production business through improved record keeping and financial literacy; and (2) reinforcing milk producer organizations in governance and advocacy, and in running the MCPs and MCCs as viable business enterprises through training and coaching by private business development service providers.

(B) Strengthening milk collection aggregation and leveraging renewable energy sources, including: (1) organizing milk collectors into groups and equipping them with milk handling and testing skills, management skills, and financial linkages; (2) facilitating the acquisition of motorized transport means or electric bikes for them to transport milk from the farm to MCPs/MCCs and to processors; (3) facilitating the acquisition of milk cans and hygienic milk handling equipment; and (4) installation of solar energy and hybrid systems for chilling, processing, and transportation of milk.

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- (C) Supporting productive alliances and dairy hubs, allowing shops and services to effectively participate in the dairy value chain, particularly by: (1) facilitating mutually beneficial contractual arrangements between producers' groups and organizations, milk collectors/aggregators, and financial institutions, building on the dairy hub concept; and (2) the establishment of dairy agro-vet inputs and services (veterinary medicines, stock feeds, artificial insemination services, etc.) at all MCCs.
- (D) Promotion of local small-scale milk processing and short value chains, particularly: (1) support to MCCs and local processors to acquire energy-efficient pasteurizing, small-scale processing and packaging equipment, and innovative proximity milk marketing systems; (2) building the capacity of about 1,500 women and 1,000 youth entrepreneurs in rural and peri-urban areas in milk testing, small-scale milk processing and value addition to dairy products, and business management; (3) provision of credit facility to youth entrepreneurs to acquire refrigerators and milk warmers to enhance their businesses; and (4) organization of dairy fairs and expos under the auspices of Rwanda National Dairy Platform (RNDP) at the provincial level to showcase and promote local processing and consumption of milk and dairy products.
- (E) Digitalized systems for monitoring milk production, aggregation, transportation and marketing, particularly: (1) leveraging of data to support dairy farmers, MCPs and MCCs, and processors to improve their record keeping on milk production, sales, and payments; and (2) support for the implementation of MCP/MCC Management Information System (MIS) alongside modules that will be linked to the Farm and Animal Management System under RAB, enabling tracking of farmers, production levels, animal health, and milk quality.
- (ii) *Promotion of inclusive and innovative access to finance:* This sub-component aims at facilitating access to appropriate, accessible and sustainable financial services to all dairy value chain actors in the Project area to enable them become profitable and sustainable enterprises with overarching credit, savings, private sector co-financing, leasing, insurance, and de-risking tools in place. Particularly, it will cover:
- (A) Training of value chain actors on business management, financial literacy, and preparation of bankable business plans: The modules will cover areas such as business record keeping, budgeting, cash-flow, planning to determine the sources and use of funds, as well as preparation of business plans and of simple financial statements for their value chain enterprises.

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(B) Strengthening village savings and loan associations (VSLAs) through: (1) training VSLAs on governance and management, including simple digital solutions; (2) supporting VSLAs to adopt savings and loan tracking systems; (3) developing different savings and loans products; and (4) linking VSLAs to financial institutions and negotiating how to collateralize savings to develop loan products pegged to these savings.

(C) Supporting Financial Service Providers (FSPs) to develop appropriate, innovative, and adapted products for the dairy sector, particularly provision of technical assistance to the FSPs to develop tailored financial products with reduced cost of borrowing, in order to enhance their uptake by dairy value chain actors.

(iii) *Improving milk consumption and nutrition awareness:* This sub-component will include: (A) implementation of activities on nutrition education and social and behavior change communication, tailored towards all actors of the value chain; (B) creation of market linkages for MCCs with school feeding programs to support milk consumption at schools; (C) facilitation of marketing campaigns by private sector and cooperatives; and (D) development of various knowledge management products for dissemination and use.

(c) Policy Support, Project Management, Monitoring and Evaluation, and Knowledge Management

This component will cover the following activities:

(i) *Policy support and stakeholder engagement:* This will include: (A) supporting the RNDP to increase its lobbying capacities and improve its governance, particularly in terms of the participation of smallholder farmers and raw milk traders in RNDP activities; (B) provision of expertise (including international, when needed) to support the formulation, review and updating of national policies, strategies, and regulations, particularly: (1) formulation of a national regulatory framework for private veterinary practice, including for community animal health workers; (2) formulation of regulations and certification on milk quality; and (3) support for the revision of the 2016 Ministerial Order, to address new value chain realities, including the emergence of MCP model and the need to regulate the raw milk market; and (C) budgetary support to the Executing Agency to monitor policy implementation.

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(ii) Project management, monitoring and evaluation, and knowledge management activities.

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The OPEC Fund for International Development

REPUBLIC OF RWANDA

RWANDA DAIRY DEVELOPMENT PROJECT, PHASE II (RDDP II)

SCHEDULE 2

LOAN ALLOCATION

1.01 Unless otherwise agreed between the Borrower and OPEC Fund, the table below sets forth the components to be financed out of the proceeds of the Loan, the allocation of amounts of the Loan to each component and the percentage of total expenditures for items to be financed in respect of each component:

Component	Amount of the Loan Allocated (Expressed in Dollars)	Percentage of Total Expenditures to be Financed
1. Increasing productivity and resilience of dairy smallholder production systems	5,400,000	15
2. Increasing dairy value chain efficiency through scale-up investments, improved market access, and consumption of dairy products	12,000,000	28
3. Policy Support, Project Management, Monitoring and Evaluation, and Knowledge Management	---	
Contingencies	2,600,000	
Total	20,000,000	

2.01 Notwithstanding the allocation of the Loan proceeds or the disbursement percentage set forth in Section 1.01 above, if the OPEC Fund has reasonably estimated that the amount of the Loan then allocated to any component will be insufficient to finance the agreed percentage of all expenditures in that component, the OPEC Fund may, by notice to the Borrower: (i) reallocate to such component, to the extent required to meet the estimated shortfall, proceeds of the Loan which are then allocated to another component and which in the opinion of the OPEC Fund are not needed to meet other expenditures; and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals in respect of such component may continue until all expenditures thereunder shall have been made.

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The OPEC Fund for International Development

REPUBLIC OF RWANDA

RWANDA DAIRY DEVELOPMENT PROJECT, PHASE II (RDDP II)

SCHEDULE 3 AMORTIZATION

1.01 The following table sets forth the Dates of Repayment of the Loan and the percentage of the principal amount of the Loan due and payable ("Amount Due") on each Date of Repayment. If the proceeds of the Loan have been fully withdrawn as of the first Date of Repayment, the principal amount of the Loan repayable by the Borrower on each Date of Repayment shall be determined by the OPEC Fund by multiplying: (a) the total amount of the Loan withdrawn and outstanding as of the first Date of Repayment; by (b) the percentage of the Amount Due specified below for each Date of Repayment.

<u>No.</u>	<u>Date of Repayment</u>	<u>Amount Due</u> (Expressed in Percentage)
1	August 15, 2029	3.33
2	February 15, 2030	3.33
3	August 15, 2030	3.33
4	February 15, 2031	3.33
5	August 15, 2031	3.33
6	February 15, 2032	3.33
7	August 15, 2032	3.33
8	February 15, 2033	3.33
9	August 15, 2033	3.33
10	February 15, 2034	3.33
11	August 15, 2034	3.33
12	February 15, 2035	3.33
13	August 15, 2035	3.33
14	February 15, 2036	3.33
15	August 15, 2036	3.33
16	February 15, 2037	3.33
17	August 15, 2037	3.33
18	February 15, 2038	3.33
19	August 15, 2038	3.33
20	February 15, 2039	3.33
21	August 15, 2039	3.33
22	February 15, 2040	3.33
23	August 15, 2040	3.33
24	February 15, 2041	3.33
25	August 15, 2041	3.33
26	February 15, 2042	3.33
27	August 15, 2042	3.33

The OPEC Fund for International Development

28	February 15, 2043	3.33
29	August 15, 2043	3.33
30	February 15, 2044	3.43
<u>Total</u>		100

2.01 In the event that the Loan proceeds have not been fully withdrawn as of the first Date of Repayment, the principal amount of the Loan repayable by the Borrower on each Date of Repayment shall be determined as follows:

- (a) To the extent that any amount of the Loan proceeds have been withdrawn as of the first Date of Repayment, the Borrower shall repay the Loan amount withdrawn and outstanding as of the first Date of Repayment in accordance with Section 1.01 of this Schedule.
- (b) Any withdrawal made after the first Date of Repayment shall be repaid on each Date of Repayment falling after the date of such withdrawal in amounts determined by the OPEC Fund as follows: amount of the withdrawal multiplied by a fraction, the numerator of which shall be the percentage specified in the table in Section 1.01 of this Schedule for such Date of Repayment and the denominator of which shall be the sum of all remaining percentages for Dates of Repayment falling on and after such date.

3.01 Withdrawals made within sixty-five (65) calendar days prior to any Date of Repayment shall, for the purposes solely of calculating the amount of the Loan payable on any Date of Repayment, be treated as withdrawn and outstanding on the date immediately following such Date of Repayment. Notwithstanding the treatment herein, Interest and commitment fee shall begin to accrue on the respective value dates on which such withdrawals shall have been made.

* * *

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 081/01 ryo ku wa 02/12/2024 ryemeza burundu Amasezerano y'inguzanyo hagati y'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyoni makumyabiri z'Amadolari y'Abanyamerika (USD 20.000.000) igenewe umushinga wo guteza imbere umukamo w'amata mu Rwanda – Icyiciro cya II, yashyiriweho umukono i Kigali mu Rwanda, ku wa 06 Kanama 2024	Seen to be annexed to Presidential Order n° 081/01 of 02/12/2024 atifying the Loan Agreement between the OPEC Fund for International Development and the Republic of Rwanda, relating to the loan of twenty million United States Dollars (USD 20,000,000) for the Rwanda dairy development project - Phase II, signed in Kigali, Rwanda, on 06 August 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 081/01 du 02/12/2024 ratifiant l'Accord de prêt entre le Fonds OPEP pour le Développement International et la République du Rwanda, relatif au prêt de vingt millions de Dollars Américains (20.000.000 USD) pour le projet de développement de la production laitière au Rwanda - Phase II, signé à Kigali, au Rwanda, le 06 août 2024
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Kigali, 02/12/2024

(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° 082/01 RYO KU WA 02/12/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA ZIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (USD 107.000.000) (CREDIT A) N'INGUZANYO YA MILIYONI MIRONGO ICYENDA N'ESHATU Z'AMADOLARI Y'ABANYAMERIKA (USD 93.000.000) (CREDIT B), ZIGENEWE GAHUNDA YO KONGERERA URUBYIRUKO UBUMENYI BUKENEWE MU ITERAMBERE NO KURWONGERERA AMAHIRWE YO GUHATANA KU ISOKO RY'UMURIMO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2024	PRESIDENTIAL ORDER N° 082/01 OF 02/12/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED AND SEVEN MILLION UNITED STATES DOLLARS (USD 107,000,000) (CREDIT A) AND THE CREDIT OF NINETY-THREE MILLION UNITED STATES DOLLARS (USD 93,000,000) (CREDIT B) FOR PRIORITY SKILLS FOR GROWTH AND YOUTH EMPOWERMENT PROGRAM, SIGNED IN KIGALI, RWANDA, ON 12 SEPTEMBER 2024	ARRÊTÉ PRÉSIDENTIEL N° 082/01 DU 02/12/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT SEPT MILLIONS DE DOLLARS AMÉRICAINS (107.000.000 USD) (CREDIT A) ET AU CRÉDIT DE QUATRE-VINGT-TREIZE MILLIONS DE DOLLARS AMÉRICAINS (93.000.000 USD) (CREDIT B) POUR LE PROGRAMME DE COMPÉTENCES PRIORITAIRES POUR LA CROISSANCE ET L'AUTONOMISATION DES JEUNES, SIGNÉ À KIGALI, AU RWANDA, LE 12 SEPTEMBRE 2024
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<u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka	<u>Article 2:</u> Authorities responsible for the implementation of this Order	<u>Article 2 :</u> Autorités chargées de l'exécution du présent arrêté
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ITEKA RYA PEREZIDA N° 082/01 RYO KU WA 02/12/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA ZIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (USD 107.000.000) (CREDIT A) N'INGUZANYO YA MILIYONI MIRONGO ICYENDA N'ESHATU Z'AMADOLARI Y'ABANYAMERIKA (USD 93.000.000) (CREDIT B), ZIGENEWE GAHUNDA YO KONGERERA URUBYIRUKO UBUMENYI BUKENEWE MU ITERAMBERE NO KURWONGERERA AMAHIRWE YO GUHATANA KU ISOKO RY'UMURIMO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 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° 077/2024 ryo ku wa 02/12/2024 ryemera kwemeza burundu	PRESIDENTIAL ORDER N° 082/01 OF 02/12/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED AND SEVEN MILLION UNITED STATES DOLLARS (USD 107,000,000) (CREDIT A) AND THE CREDIT OF NINETY-THREE MILLION UNITED STATES DOLLARS (USD 93,000,000) (CREDIT B) FOR PRIORITY SKILLS FOR GROWTH AND YOUTH EMPOWERMENT PROGRAM, SIGNED IN KIGALI, RWANDA, ON 12 SEPTEMBER 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° 077/2024 of 02/12/2024 approving the ratification of the Financing	ARRÊTÉ PRÉSIDENTIEL N° 082/01 DU 02/12/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT SEPT MILLIONS DE DOLLARS AMÉRICAINS (107.000.000 USD) (CREDIT A) ET AU CRÉDIT DE QUATRE-VINGT-TREIZE MILLIONS DE DOLLARS AMÉRICAINS (93.000.000 USD) (CREDIT B) POUR LE PROGRAMME DE COMPÉTENCES PRIORITAIRES POUR LA CROISSANCE ET L'AUTONOMISATION DES JEUNES, SIGNÉ À KIGALI, AU RWANDA, LE 12 SEPTEMBRE 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° 077/2024 du 02/12/2024 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 zirindwi z'Amadolari y'Abanyamerika (107.000.000 USD) (Credit A) n'inguzanyo ya miliyoni mirongo icyenda n'eshatu z'Amadolari y'Abanyamerika (93.000.000 USD) (Credit B), zigenewe gahunda yo kongerera urubyiruko ubumenyi bukenewe mu iterambere no kurwongerera amahirwe yo guhatana ku isoko ry'umurimo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2024; Tumaze kubona Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni ijana na zirindwi z'Amadolari y'Abanyamerika (USD 107.000.000) (Credit A) n'inguzanyo ya miliyoni mirongo icyenda n'eshatu z'Amadolari y'Abanyamerika (USD 93.000.000) (Credit B), zigenewe gahunda yo kongerera urubyiruko ubumenyi bukenewe mu iterambere no kurwongerera amahirwe yo guhatana ku isoko ry'umurimo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2024; Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	Agreement between the Republic of Rwanda and International Development Association, relating to the credit of one hundred and seven million United States Dollars (USD 107,000,000) (Credit A) and the credit of ninety-three million United States Dollars (USD 93,000,000) (Credit B) for priority skills for growth and youth empowerment program, signed in Kigali, Rwanda, on 12 September 2024; Considering the Financing Agreement between the Republic of Rwanda and International Development Association, relating to the credit of one hundred and seven million United States Dollars (USD 107,000,000) (Credit A) and the credit of ninety-three million United States Dollars (USD 93,000,000) (Credit B) for priority skills for growth and youth empowerment program, signed in Kigali, Rwanda, on 12 September 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 sept millions de dollars Américains (107.000.000 USD) (Crédit A) et au crédit de quatre-vingt-treize millions de dollars Américains (93.000.000 USD) (Crédit B) pour le programme de compétences prioritaires pour la croissance et l'autonomisation des jeunes, signé à Kigali, au Rwanda, le 12 septembre 2024 ; Considérant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de cent sept millions de dollars Américains (107.000.000 USD) (Crédit A) et au crédit de quatre-vingt-treize millions de dollars Américains (93.000.000 USD) (Crédit B) pour le programme de compétences prioritaires pour la croissance et l'autonomisation des jeunes, signé à Kigali, au Rwanda, le 12 septembre 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 zirindwi z'Amadolari y'Abanyamerika (USD 107.000.000) (Credit A) n'inguzanyo ya miliyoni mirongo icyenda n'eshatu z'Amadolari y'Abanyamerika (USD 93.000.000) (Credit B), zigenewe gahunda yo kongerera urubyiruko ubumenyi bukenewe mu iterambere no kurwongerera amahirwe yo guhatana ku isoko ry'umurimo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2024, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Abakozi ba Leta n'Umurimo na Minisitiri w'Uburezi bashinzwe gushyira mu bikorwa iri teka.	DO ORDER: <u>Article One: Ratification</u> The Financing Agreement between the Republic of Rwanda and International Development Association, relating to the credit of one hundred and seven million United States Dollars (USD 107,000,000) (Credit A) and the credit of ninety-three million United States Dollars (USD 93,000,000) (Credit B) for priority skills for growth and youth empowerment program, signed in Kigali, Rwanda, on 12 September 2024, annexed to this Order, is ratified and becomes fully effective. <u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation, the Minister of Public Service and Labour and the Minister of Education are entrusted with the implementation of this Order.	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 sept millions de dollars Américains (107.000.000 USD) (Crédit A) et au crédit de quatre-vingt-treize millions de dollars Américains (93.000.000 USD) (Crédit B) pour le programme de compétences prioritaires pour la croissance et l'autonomisation des jeunes, signé à Kigali, au Rwanda, le 12 septembre 2024, annexé au présent arrêté, est ratifié et sort son plein et entier effet. <u>Article 2 : Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale, le Ministre de la Fonction Publique et du Travail et le Ministre de l'Éducation sont chargés de l'exécution du présent arrêté.
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<u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Icyongereza. <u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 3: Language provision</u> This Order was drafted in English. <u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 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, 02/12/2024

(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° 082/01 RYO KU WA 02/12/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI IJANA NA ZIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (USD 107.000.000) (CREDIT A) N'INGUZANYO YA MILIYONI MIRONGO ICYENDA N'ESHATU Z'AMADOLARI Y'ABANYAMERIKA (USD 93.000.000) (CREDIT B), ZIGENEWE GAHUNDA YO KONGERERA URUBYIRUKO UBUMENYI BUKENEWE MU ITERAMBERE NO KURWONGERERA AMAHIRWE YO GUHATANA KU ISOKO RY'UMURIMO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2024	ANNEX TO PRESIDENTIAL ORDER N° 082/01 OF 02/12/2024 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED AND SEVEN MILLION UNITED STATES DOLLARS (USD 107,000,000) (CREDIT A) AND THE CREDIT OF NINETY-THREE MILLION UNITED STATES DOLLARS (USD 93,000,000) (CREDIT B) FOR PRIORITY SKILLS FOR GROWTH AND YOUTH EMPOWERMENT PROGRAM, SIGNED IN KIGALI, RWANDA, ON 12 SEPTEMBER 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 082/01 DU 02/12/2024 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT SEPT MILLIONS DE DOLLARS AMÉRICAINS (107.000.000 USD) (CREDIT A) ET AU CRÉDIT DE QUATRE-VINGT-TREIZE MILLIONS DE DOLLARS AMÉRICAINS (93.000.000 USD) (CREDIT B) POUR LE PROGRAMME DE COMPÉTENCES PRIORITAIRES POUR LA CROISSANCE ET L'AUTONOMISATION DES JEUNES, SIGNÉ À KIGALI, AU RWANDA, LE 12 SEPTEMBRE 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 ZIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (USD 107.000.000) (CREDIT A) N'INGUZANYO YA MILIYONI MIRONGO ICYENDA N'ESHATU Z'AMADOLARI Y'ABANYAMERIKA (USD 93.000.000) (CREDIT B), ZIGENEWE GAHUNDA YO KONGERERA URUBYIRUKO UBUMENYI BUKENEWE MU ITERAMBERE NO KURWONGERERA AMAHIRWE YO GUHATANA KU ISOKO RY'UMURIMO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2024	FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF ONE HUNDRED AND SEVEN MILLION UNITED STATES DOLLARS (USD 107,000,000) (CREDIT A) AND THE CREDIT OF NINETY-THREE MILLION UNITED STATES DOLLARS (USD 93,000,000) (CREDIT B) FOR PRIORITY SKILLS FOR GROWTH AND YOUTH EMPOWERMENT PROGRAM, SIGNED IN KIGALI, RWANDA, ON 12 SEPTEMBER 2024	ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE CENT SEPT MILLIONS DE DOLLARS AMÉRICAINS (107.000.000 USD) (CREDIT A) ET AU CRÉDIT DE QUATRE-VINGT-TREIZE MILLIONS DE DOLLARS AMÉRICAINS (93.000.000 USD) (CREDIT B) POUR LE PROGRAMME DE COMPÉTENCES PRIORITAIRES POUR LA CROISSANCE ET L'AUTONOMISATION DES JEUNES, SIGNÉ À KIGALI, AU RWANDA, LE 12 SEPTEMBRE 2024
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CREDIT NUMBER 7627-RW (CREDIT A)
CREDIT NUMBER 7638-RW (CREDIT B)

Financing Agreement

(Priority Skills for Growth and Youth Empowerment Program)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

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 credits, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Credit” and “Financing”), in the following amounts to assist in financing the program described in Schedule 1 to this Agreement (“Program”):
 - (a) the amount of one hundred and seven million Dollars (USD 107,000,000) (“Credit A”); and
 - (b) the amount of ninety-three million Dollars (USD 93,000,000) (“Credit B”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Financing Account shall be deposited by the Association into an account specified by the Recipient and acceptable to the Association.
- 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 January 15 and July 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedules set forth in Schedule 3 to this Agreement.

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- 2.06. The Payment Currency is Dollar.

ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the objectives of the Program. To this end, the Recipient shall carry out the Program and cause the Program to be carried out by the Program Implementing Entities in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement, and the respective Program Agreements.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely, any of the Program Implementing Entities' Legislations has, in the opinion of the Association, been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of the said Program Implementing Entity to perform any of its obligations under this Agreement or the respective Program Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely, the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Subsidiary Agreements between the Recipient and each of the Program Implementing Entities have been prepared and duly executed in form and substance satisfactory to the Association; and
 - (b) the Recipient has prepared and adopted the Program Operations Manual (POM), in form and substance satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

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ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

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

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Fax:
+250 25 257 5756

E-mail:
info@minecofin.gov.rw

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

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex:
248423 (MCI)

Facsimile:
1-202-477-6391

E-mail:
rwandainfo@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Mr. Yusuf Murangwa

Authorized Representative

Name: Mr. Yusuf Murangwa

Minister of Finance and Economic Planning

Title: _____

Date: 12-Sep-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Sahr Kpundeh

Authorized Representative

Name: Sahr Kpundeh

Country Manager, World Bank, Rwanda

Title: _____

Date: 11-Sep-2024

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SCHEDULE 1

Program Description

The objectives of the Program are to improve employability for target beneficiaries and strengthen institutional capacity for enhanced service delivery in skills development.

The Program consists of the following activities:

Part 1: Increase opportunities for the acquisition of market-demanded skills by vulnerable and NEET youths

Scaling up the operations of the Skills Development Fund (SDF) and other authorized trainers, to address skills gaps and market inefficiencies in the training and admission of vulnerable and unemployed youths into the labor market, through:

- (a) *Window 1: Short-term upskilling of existing workforce and potential employees of investors*, by: (i) short-term training - including on efficiency technologies - of existing workers in small and medium enterprises to increase productivity and relevance; (ii) rapid training on specific skillset for prospective employees of new investors under the Rwanda Development Board; and (iii) support for formal apprenticeship of up to 18 months, with a focus on the construction sector.
- (b) *Window 2: NEET youth*, by providing relevant NEET youth with (i) practical skills for jobs in labor-intensive trades of the priority economic sectors, including industrial based training of up to six months, dual training of up to six months, and internships of up to three months, and (ii) functional literacy and transversal skills, as well as awareness on basic climate resilience and approaches.
- (c) *Window 3: Short-term training for the informal sector and Recognition of Prior Learning (RPL)*, by (i) upskilling of existing workers or self-employed youth in informal micro enterprises and owners of these enterprises, as well as members of cooperatives and farmers' groups; (ii) certification of skills acquired through informal and non-formal training; and (iii) provision of basic business training targeting owners of micro and small enterprises and their employees to strengthen their business competences.
- (d) *Window 4: Short term training to meet growing demand for middle level skills in the construction sector*, by supporting short term training, assessment, and certification, for selected specialized skills within the construction private sector, including upskilling for existing low level construction workers.

Part 2: Improve quality and market relevance of target TVET and degree programs for the workforce.

Carrying out a program of activities designed to support Higher Education Council (HEC), Rwanda Technical and Vocational Education and Training Board (RTB), University of Rwanda (UR), Rwanda Polytechnic Higher Learning Institution (RP), and Development Bank of Rwanda (BRD), to improve the quality and relevance of TVET and degree programs, through:

- (a) *Strategic capacity building of HEC on TVET policy development and implementation*, including (i) support for recruitment of relevant experts to assist HEC staff in updating existing policies and guidelines, and establishing new policies and guidelines including on accreditation of eLearning and Blended Learning Programs, verifiable digital credentials, micro-credentials, digital portfolios, electronic invigilation, artificial intelligence and emerging disruptive technologies; and (ii) training of relevant HEC, UR, and RP staff on external and internal quality assurance mechanism and tools including institutional based application of the Rwanda Qualifications Framework.
- (b) *Effective delivery of new and/or updated TVET programs at RP and RTB*, including supporting: (i) RP and HEC in structuring and accrediting priority Btech programs as Blended Learning Programs, (ii) RP on staff recruitment and staff development through short-term and long-term trainings; (iii) RTB in upgrading of teaching staff through short-term technical training, (iv) the enrollment of selected trainers in the RP's Btech programs, and industrial attachments for staff and trainers;
- (c) *Improving UR management practices and catalyzing institutional transformation*, including (i) development and approval of UR institutional and legal framework, (ii) enhancement of UR Management Information System (MIS); and (iii) rationalization of academic programs to align with the evolving needs of the labor market;
- (d) *Improving teaching-learning conditions in UR, RP and RTB*, including (i) equipping *inter alia*, target SMART classrooms and laboratories; (ii) training relevant instructors in the effective use of the technologies; and (iii) supporting the construction of student hostels at Selected UR and RP Campuses;
- (e) *Sustaining the financing of long-term training through improved administration of student loans*, by strengthening the capacity of BRD to administer Rwanda's student loan administration and management scheme, including (i) developing and implementing important upgrades to the loan administration system, (ii) upgrading the MINUZA recovery module; (iii) developing a module to manage student loan beneficiaries who are abroad; (iv) developing and launching the MINUZA mobile application; (v) conducting

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education financing data analytics; and (vi) operationalizing BRD Education Call Center.

Part 3: Strengthen governance of the overall skills development system.

Carrying out a program of activities designed to address the gaps/weaknesses in the governance of the skills development system through:

- (a) *Operationalization of the Sector Skills Councils (SSCs)* in selected priority sectors, towards ensuring that new and existing programs, including under Parts 1 and 2 above, are responsive to the changing industry demand and supports Rwanda's economic transformation.
- (b) *Implementation of phase II of the Labor Market Information system (LMIS)*, including developing an action plan to advance the upgrade and rollout of the LMIS system.
- (c) *Implementation of a consolidated three-year capacity building plan for key actors in skills development*, including capacity building for *inter alia*, CSO-MIFOTRA, HEC, UR, RP, RTB and BRD, based on institutional needs assessments; and
- (d) *Strengthening of CSO-MIFOTRA's capacity for coordinating skills development*, including (i) building on its existing in-house experts' group to support National Skills Development and Employment Promotion Strategy (NSDEPS) implementation, and (ii) supporting the development of subsequent national skills strategy.

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SCHEDULE 2**Program Execution****Section I. Implementation Arrangements****A. Program Institutions****1. Ministry of Education**

The Recipient shall designate throughout the implementation of the Program, the Ministry of Education (MINEDUC) with the overall responsibility for Program implementation and coordination. To this end, the Recipient shall maintain the Single Program Implementation Unit (SPIU) within MINEDUC, with composition, resources and terms of reference satisfactory to the Association, to carry out its functions as detailed in the POM.

2. National Steering Committee

The Recipient shall maintain throughout the implementation of the Program, the National Steering Committee (NSC) with composition, resources, and terms of reference satisfactory to the Association, to be chaired by the Minister or Permanent Secretary at MINEDUC, and responsible for providing strategic leadership and oversight to the implementation of the Program, and such other functions as may be detailed in the POM.

3. Chief Skills Office, Ministry of Public Service and Labour (CSO-MIFOTRA)

- (a) The Recipient shall maintain, throughout the implementation of the Program, the Chief Skills Office within the Ministry of Public Service and Labor, with composition and resources satisfactory to the Association.
- (b) Without limitation to paragraph 1 of Section I.A. of this Schedule, the Recipient through the Ministry of Education shall, not later than one month after the Effective Date, enter into a legal arrangement with the CSO-MIFOTRA, in form and substance satisfactory to the Association, setting out the modalities for the implementation of Part 3 of the Program.
- (c) The Recipient shall ensure that Part 3 of the Program is implemented in accordance with the legal arrangement referred to in Section I.A.3(b) of this Schedule.

4. **Program Implementing Entities**

Without limitation to paragraphs (1) to (3) of Section I.A. of this Schedule, the Recipient shall cause RTB, UR, RP, HEC, BRD (collectively, Program Implementing Entities), to each carry out specific activities under the Program, as set forth below:

- (a) RTB shall be responsible for implementing Part 1 of the Program (“RTB Respective Part of the Program”);
- (b) UR shall be responsible for implementing activities under Part 2 of the Program, including: (i) improving delivery of target TVET and degree programs, (ii) customization of the IEBMIS at UR, and such other activities as detailed in the POM (“UR Respective Part of the Program”);
- (c) RP shall be responsible for implementing activities under Part 2 of the Program, including improving delivery of target TVET and degree programs, and such other activities as detailed in the POM (“RP Respective Part of the Program”);
- (d) HEC shall be responsible for implementing activities under Part 2 of the Program, including (i) providing quality assurance of TVET and degree programs, (ii) structuring and accrediting priority Blended Learning Programs, and such other activities as detailed in the POM (“HEC Respective Part of the Program”);
- (e) BRD shall be responsible for implementing activities under Part 2 of the Program, including: (i) improving sustainability of student financing, (ii) strengthening BRD inhouse capacity to improve the administration and management of the student loan scheme, (iii) administration of the laptop acquisition scheme for first year students in higher learning institutions, and such other activities as detailed in the POM (“BRD Respective Part of the Program”).

B. **Subsidiary Agreements**

- (a) To facilitate the carrying out of the Program Implementing Entities’ Respective Part of the Program, the Recipient shall make part of the proceeds of the Financing available to each of the Program Implementing Entities under a subsidiary agreement between the Recipient and the respective Program Implementing Entities, under terms and conditions approved by the Association (“Subsidiary Agreement”).
- (b) The Recipient shall exercise its rights under the Subsidiary Agreements in such manner as to protect the interests of the Recipient and the Association

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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 Agreements or any of its respective provisions.

C. Additional Program Implementation Arrangements

1. Program Action Plan

- (a) Without limitation upon the generality of Part A of this Section I, the Recipient shall carry out the Program Action Plan, and cause the Program Action Plan to be carried out, in accordance with the schedule set out in the said Program Action Plan in a manner satisfactory to the Association, and shall not amend, abrogate suspend, or permit to be amended, abrogated or suspended any provision of the Program Action Plan without the prior written agreement of the Association.
- (b) Notwithstanding the foregoing, if any provision of the said Program Action Plan is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

2. Program Operations Manual

- (a) The Recipient shall (i) prepare in form and substance satisfactory to the Association, an operational manual containing detailed institutional, administrative, financial, environmental and social, technical and operational guidelines and procedures for the implementation of the Program, including a description of the roles and responsibilities of each of the Program Implementing Entities, and thereafter carry out the Program and cause the Program Implementing Entities to carry out the Program, in accordance with such operational manual, as shall have been approved by the Association (“Program Operations Manual” or “POM”); and (ii) cause RTB, to prepare, as an annex to the POM, an SDF operations manual (“SDF Operations Manual”), in form and substance satisfactory to the Association.
- (b) The Recipient shall not amend, abrogate, suspend, or permit to be amended, abrogated or suspended, any provision of the Program Operations Manual, without the prior written agreement of the Association.
- (c) Notwithstanding the foregoing, if any provision of the Program Operations Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

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Section II. Excluded Activities

The Recipient shall ensure that the Program excludes any activities which:

- A. in the opinion of the Association, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works, estimated to cost US\$115 million equivalent or more per contract; (2) goods, estimated to cost US\$75 million equivalent or more per contract; (3) non-consulting services, estimated to cost US\$75 million equivalent or more per contract; or (4) consulting services, estimated to cost US\$30 million equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation**A. Program Reports**

The Recipient shall furnish to the Association each Program Report not later than forty-five (45) after the end of each calendar semester, covering the calendar semester.

B. Verification of Program Results

Without limitation on the provisions of Part A of this Section III, the Recipient shall prior to each payment under the Program, carry out in accordance with the Verification Protocol, an assessment to determine the extent to which the Disbursement Linked Results (“DLRs”) in respect of which payment is requested has been achieved. To this end, the Recipient shall:

- (a) vest in the Office of the Auditor General (“OAG”) the responsibility of undertaking the verification of compliance with the DLIs/DLRs which are set forth in the table in Section IV.A.2 of this Schedule;
- (b) cause the OAG to maintain throughout Program implementation, adequate resources, facilitation and key staff (including any consultants/experts as may be deemed necessary), with qualification, experience and terms of reference satisfactory to the Association, to undertake the verification of compliance with the DLIs/DLRs; and
- (c) cause the OAG to, not later than thirty (30) days after the verification of compliance of the DLIs/DLRs has been completed, prepare and furnish to the Recipient and the Association, a report on the results of said verification of compliance process of such scope and in such detail as the Association shall reasonably request.

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Section IV. Withdrawal of the Proceeds of the Financing**A. General**

1. 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 Program Expenditures (inclusive of Taxes), on the basis of the results (“Disbursement Linked Results” or “DLRs”) achieved by the Recipient/Program Implementing Entities, as measured against specific indicators (“Disbursement Linked Indicators” or “DLIs”); all as set forth in the table in paragraph 2 of this Part A.
2. The following table specifies each category of withdrawal of the proceeds of the Financing (including the Disbursement Linked Indicators as applicable) (“Category”), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Financing to each Category:

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Disbursement Calculation Formula	Amount of the Financing Allocated from Credit A (expressed in USD)	Amount of the Financing Allocated from Credit B (expressed in USD)
(1) DLI #1: Number of graduates of SDF and other target trainings supported programs by window	DLR #1.1. Contracts or MoUs signed with SDF Grantees or companies implementing large government projects	US\$ 100,000 for each contract/ MoU signed. Baseline: 0 Target: 200 Contracts or MoUs	10,700,000	9,300,000
	DLR #1.2: Achievement of SDF graduate targets from SDF Grantees and other training institutions authorized to offer short courses under DLR# 1.3.	US\$ 2.5 million for each batch of 5,000 SDF graduates from the SDF Grantees/other training institutions under DLR#1.3 Baseline: 23, 296 Target: 93,296 (Female:40%)	18,725,000	16,275,000

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	DLR #1.3: Private companies, associations, cooperatives, trade unions, and Non-governmental Organizations (NGOs) authorized by RTB to provide self-paid short-term trainings.	US\$ 166,666.67 for each private company, association, cooperative, trade union, and NGO authorized by RTB to provide self-paid short-term trainings. Baseline: 10 Targets: 40	2,675,000	2,325,000
(2) DLI #2: Improved delivery of target skills development programs	DLR #2.1: Contracts signed by UR and RP with technical support firm(s) for integrated packages (facilities upgrade and ICT-enabled pedagogies) for effective delivery of target programs.	(a) US\$ 10 million for contract signed by UR (b) US\$ 10 million for contract signed by RP	5,350,000 5,350,000	4,650,000 4,650,000
	DLR #2.2: Target UR and RP programs being taught in newly equipped SMART classrooms/labs/workshops using new ICT-enabled pedagogical methodologies.	US\$ 1.5 million for each program up to a maximum of 20 programs. Baseline: 0 programs Target: 20 programs	16,050,000	13,950,000
	DLR #2.3: Number of students in public universities and polytechnics that have received a laptop.	(a) US\$ 13 million for 13,000 students who receive laptops*	6,955,000	6,045,000
		(b) US\$ 3.5 million for a batch of 3,500 students who receive laptops for a maximum of 2 batches.	3,745,000	3,255,000

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		Baseline: 11,027 Target: 31,027		
	DLR #2.4: Percentage of UR and RP students benefiting from hostels (disaggregated by gender)	(a) US\$ 2.5 million for each student's hostel Master Plan developed and approved for UR & RP	2,675,000	2,235,000
		(b) US\$ 2.5 million for each contract signed by UR & RP with the contractors	2,675,000	2,235,000
		(c) US\$ 5 million for an increase of 2% of females benefiting from hostels at both UR and RP. Baseline: 24% (Female: 58%) Target: 29 % (Female: 60%)	2,675,000	2,235,000
	DLR #2.5: Number of Staff teaching UR, RP and RTB programs recruited as set out in the need assessment report for UR, RP and RTB.	US\$ 89,285.7 for each staff recruited. Baseline: 73 Target: 129	2,675,000	2,325,000
(3) DLI #3: Improved institutional performance of UR, HEC, and BRD to	DLR #3.1: Improvement of UR's management practices and institutional strengthening through:			

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improve service delivery	(a) UR Legal and Regulatory Framework approved by relevant organs (UR law, two Prime Ministers Orders (PMOs) and three Internal Policies including staff workload policy)	(a) US\$ 5 million for UR Legal and Regulatory Framework approved	2,675,000	2,325,000
	(b) Integrated Enterprise Resource Planning (ERP)/Management Information System (MIS) revamped and utilized	(b) US\$ 2.6 million for Integrated ERP/MIS system revamped and utilized	1,391,000	1,209,000
	(c) Academic programs reduced, reviewed and approved in line with the labor market needs.	(c) US\$ 0.16 million for each program reduced, reviewed and approved up to a maximum of 15 programs	1,284,000	1,116,000
	DLR #3.2: Governance of HEC strengthened to deliver on its new mandate regarding enhancing quality in both polytechnics and universities through: (a) Expert Group recruited to support HEC enhance quality in both polytechnic and universities;	(a) US\$ 2 million for Expert Group recruited.	1,070,000	930,000

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	(b) Policy, accreditation framework, and guidelines for Virtual Learning Environment (VLE) and Blended Learning Programs approved and published by HEC; and	(b) US\$ 2 million for approved and published policy, accreditation framework, and guidelines for VLE and Blended Learning Programs.	1,070,000	930,000
	(c) Revised/updated, and approved quality assurance framework, guidelines, and tools for polytechnic and universities	(c) US\$ 2 million for revised/updated and approved quality assurance framework, guidelines, and tools for polytechnic and universities.	1,070,000	930,000
	DLR #3.3: B-Tech programs developed and accredited as Blended Learning Programs and students enrolled in the existing programs.	(a) US\$ 437,500 for each program accredited up to a maximum of 8 programs. (b) US\$ 500,000 for each batch of 190 students enrolled in B-Tech programs up to a maximum of 3 batches. Baseline: 0 programs and 0 students. Target: 8 programs and 570 new students enrolled	1,872,500 802,500	1,627,500 697,500
	DLR #3.4: Strengthen the BRD in-house capacity to administer			

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	students' loan management scheme through: (a) upgrading of MINUZA by adding 1 new module, reviewing 1 existing module and developing MINUZA mobile application; and (b) recruitment of 1 data scientist and 3 staff for the BRD Education Call Centre to conduct education financing data analytics and operationalize BRD Education Call Centre.	(a) US\$ 4 million for MINUZA upgrading (b) US\$ 1 million for recruitment of staff for data analytics and operationalization of the BRD Education Call Center.	2,140,000 535,000	1,860,000 465,000
	DLR #3.5: Percentage point improvement in loan recovery rate.	US\$ 600,000 for each percentage point increase. Baseline: 31% Target: 41	3,210,000	2,790,000
(4) DLI #4: Roll out of LMIS to meet specific needs of target and defined user groups through: (a) LMIS user needs, and customer journeys are defined and validated by different targeted user groups; and (b) LMIS is upgraded based on defined and validated user needs and customer journeys.	DLR 4.1: (a) LMIS user needs, and customer journeys are defined and validated by different targeted user groups; and (b) LMIS is upgraded based on defined and validated user needs and customer journeys.	(a) US\$ 1 million for LMIS user needs and customer journeys defined and validated. (b) US\$ 4 million for LMIS upgraded based on defined and validated user needs	535,000 2,140,000	465,000 1,860,000

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		and customer journeys		
(5) DLI #5: Sector Skills Councils (SSCs) established and operationalized in priority sectors.	DLR 5.1: SSCs established and operationalized in priority sectors.	US\$ 800,000 for each SSCs established and operationalized up to a maximum of 5 SSCs. Baseline: 1 Target: 6	2,140,000	1,860,000
(6) DLI #6: Completion of progress milestones in capacity building plan for 8 out of 13 specified capacity building areas as per three-year consolidated capacity building plan for PSG Implementing Entities approved by MIFOTRA-CSO.	DLR #6.1: Completion of progress milestones in capacity building plan for 8 out of 13 specified capacity building areas as per three-year consolidated capacity building plan for PSG Implementing Entities approved by CSO-MIFOTRA.	US\$ 0.5 million for each capacity building area completed up to a maximum of 8 capacity building areas. Baseline: 7 Target: 15	2,140,000	1,860,000
(7) DLI #7: A new NSDEPS 2 developed and approved by NSDEPS Ministerial Steering Committee	DLR #7.1: A new NSDEPS 2 developed and approved by NSDEPS Ministerial Steering Committee	US\$ 5 million disbursed once NSDEPS 2 is approved.	2,675,000	2,325,000
TOTAL			107,000,000	93,000,000

*Prior Result

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) on the basis of DLRs achieved prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed USD 13,000,000

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(53.5% from Credit A and 46.5% from Credit B) may be made on the basis of DLR 2.3 achieved prior to this date but on or after December 1, 2023; or

- (b) for any DLR under Categories (1) to (7), until and unless the Recipient has furnished evidence satisfactory to the Association that said DLR has been achieved.
2. Notwithstanding the provisions of Part B.1(b) of this Section, the Recipient may withdraw: (i) an amount not to exceed USD 47,000,000 as an advance; provided, however, that if the DLRs in the opinion of the Association, are not achieved by the Closing Date, the Recipient shall refund such to the Association promptly upon notice thereof by the Association. Except as otherwise agreed with the Recipient, the Association shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the Association shall specify by notice to the Recipient.
 3. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs under Categories (1) through (7) has not been achieved by the date by which the said DLR is set to be achieved (or such later date as the Association has established by notice to the Recipient), the Association may, by notice to the Recipient: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Financing then allocated to said Category which, in the opinion of the Association, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the formula set out for scalable DLRs in Part A of this Section; (b) reallocate all or a portion of the proceeds of the Financing then allocated to said DLR to any other DLR; and/or (c) cancel all or a portion of the proceeds of the Financing then allocated to said DLR.
 4. The Closing Date is June 30, 2029.

Section V. Other Undertakings

A. Counterpart Funding

The Recipient shall allocate Counterpart Funding in its budget throughout the period of implementation of the Program.

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

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each January 15 and July 15:	
Commencing January 15, 2035 to and including July 15, 2074	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.

CREDIT B

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each January 15 and July 15:	
Commencing January 15, 2031 to and including January 15, 2036	8.33334%
on July 15, 2036_____	8.33326%

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

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the Association’s “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing,” dated February 1, 2012, and revised July 10, 2015.
2. “Blended Learning Programs” means the programs that combine face-to-face or remote synchronous teaching with autonomous online learning through the existing eLearning system.
3. “BRD” means the Development Bank of Rwanda, a public company limited by shares, incorporated on August 5, 1967, registered at the Recipient's office of the registrar general with company code no. 1000003547.
4. “BRD Education Call Center” means the call center established and functioning in BRD in relation to student loan administration.
5. “BRD Legislation” means the BRD incorporation certificate issued on July 7, 2011 and banking license no. 003, issued by the National Bank of Rwanda on August 11, 2009.
6. “B-tech” or “Bachelor of Technology” means an undergraduate degree program with a major in technology.
7. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
8. “Chief Skills Office, Ministry of Public Service and Labour” or “CSO-MIFOTRA” means the office established in MIFOTRA, responsible for providing effective oversight and coordination in the skills development and employment promotion ecosystem.
9. “Counterpart Funding” means the minimum amount of funds required for the Program to be provided by the Recipient through an allocation to the budget, in the total amount of USD165 million.
10. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement; and “DLIs” mean more than one DLI.

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11. “Disbursement Linked Result” or “DLR” means in respect of a given Category, the result under said Category as set forth in the table in Section IV of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Financing allocated to said result may be withdrawn in accordance with the provisions of said Section IV; and “DLRs mean more than one DLR.
12. “Expert Group” means a group comprising of persons with expertise and relevant qualifications in the areas of general higher education quality assurance and virtual/blended education, polytechnic/TVET quality assurance, accreditation and qualification framework and students financing management, with qualifications satisfactory to the Association.
13. “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.
14. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Program-for-Results Financing”, dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
15. “HEC” means the Recipient's Higher Education Council, established and operating pursuant to HEC Legislation.
16. “HEC Legislation” means Law No. 20 of 2017 *establishing the Higher Education Council and determining its mission, powers, organization and functioning*, published on the Official Gazette No 20 on May 15, 2017.
17. “Integrated Enterprise Resource Planning” or “ERP” means a software platform connecting various digital applications.
18. “Internal Policies” mean the policies guiding UR day to day operations approved by competent UR management organs, as may be further detailed in the POM.
19. “Labor Market Information system” or “LMIS” means an information mechanism that collects and evaluates information relating to the labor markets.
20. “Management Information System” or “MIS” means a system that gathers data from a range of sources, compile it and present it in a readable format.
21. “Master Plan” means the plan for the construction of the student hostels.
22. “Memorandum of Understanding” or “MoU” means a legal arrangement to be entered into with SDF Grantees pursuant to this Agreement, binding on the parties.

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23. “Ministry of Education” or “MINEDUC” means the Recipient’s ministry in charge of education or any successor thereto.
24. “Ministry of Public Service and Labour” or “MIFOTRA” means the ministry responsible for employment or its successor thereto.
25. “MINUZA” means an online student loan management system, developed by BRD, that facilitates student loan and bursary disbursement process, from application to loan repayment.
26. “National Steering Committee” or “NSC” means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement, established under the PSG.
27. “NEET” means Not in Education, Employment, or Training.
28. “NSDEPS 2” or “National Skills Development and Employment Promotion Strategy 2” means the five-year strategy plan which outlines a defined skills governance structure and strategic plan.
29. “NSDEPS Ministerial Steering Committee” means the committee with such composition as specified in the POM, responsible for, inter alia, approving the NSDEPS 2.
30. “Prime Ministers Orders” or “PMO” mean the order(s) establishing the special statute governing employees of public institutions of higher learning, and the order determining the functions and powers of UR organs.
31. “Program Agreement” means each of the agreements entered into on or about the signature date of this Agreement, between the Association and each of the Program Implementing Entities; and collectively referred to as “Program Agreements”.
32. “Program Action Plan” means the Recipient’s plan dated August 8, 2024 and referred to in Section I.C.1 of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Association.
33. “Program Implementing Entity” means each of HEC, UR, BRD, RP and RTB responsible for implementing activities under the Program, and collectively referred to as “Program Implementing Entities”.
34. “Program Implementing Entities’ Legislations” means, each of BRD Legislation, HEC Legislation, RP Legislation, UR Legislation and the RTP Legislation.
35. “Program Operations Manual” means the manual referred to in Section I.C.2(a)(i) of Schedule 2 to this Agreement, setting out the details for the implementation of

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the Program, including all annexes attached thereto, as may be revised from time to time with prior written agreement of the Association.

36. “Recognition of Prior Learning” or “RPL” means a process that assesses competency, mostly acquired through informal training.
37. “Respective Part of the Program” means, activities to be carried out by each of the Program Implementing Entities, with respect to: (a) HEC, Part 2 of the Program; (b) UR, Part 2 of the Program; (c) RP, Part 2 of the Program; (d) RTP, Part 1 of the Program; (e) BRD, Part 2 of the Program, as detailed in the POM, and respective Subsidiary Agreements and Program Agreements.
38. “Rwanda Development Board” means an institution of government established and operating pursuant to Law No. 057/2023 of 17/11/2023, mandated to accelerate the Recipient’s economic development by enabling private sector growth.
39. “Rwanda Technical and Vocational Education and Training Board” or “RTB” means the board established and operating pursuant to RTB Legislation.
40. “RTB Legislation” means Presidential Order No. 123 of 2020, *establishing the Rwanda Technical and Vocational Education and Training Board*, published in the Official Gazette special on October 15, 2020.
41. “Rwanda Polytechnic Higher Learning Institution” or “RP” means the institution established and operating pursuant to RP Legislation.
42. “Rwanda Qualification Framework” means the framework that sets out the requirement for the awards of institutions of higher education in Rwanda.
43. “RP Legislation” means Law N°22/2017 of 30/05/2017 published in Official Gazette N°23 of 05/06/2017, establishing the Rwanda Polytechnic Higher Learning Institution.
44. “Selected UR and RP Campuses” mean those campuses in UR and RP, as specified in the POM, where construction activities will be carried out.
45. “Sector Skills Council” or “SSC” means the council to bring employers and education providers to work together on solving the skills gap problem in various sector in Rwanda.
46. “SDF Grantees” means companies, cooperatives, associations, trade unions, NGOs and TVET schools eligible to apply for SDF grants through a competitive process.

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47. “SDF Operations Manual” means the manual referred in Section I.C.2(a)(ii) of Schedule 2 to this Agreement, setting out the details for the administration of the SDF under the four windows, to be developed by RTB.
48. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
49. “Single Program Implementation Unit” or “SPIU” means the unit referred to in Section I.A.1 of Schedule 2 to this Agreement responsible for implementation of the Program in MINEDUC.
50. “Skills Development Fund” or “SDF” means the fund providing youth with employable skills through different ‘windows’.
51. “SMART” means structure that employs digital features.
52. “Subsidiary Agreements” mean collectively the agreements referred to in Section I, part B of Schedule 2 to this Agreement between the Association and the respective Program Implementing Entities; and “Subsidiary Agreement” refers to any one of the Subsidiary Agreements.
53. “TVET” or “Technical and Vocational Education and Training” means aspects of the educational process involving, in addition to general education, the study of technologies and related sciences, and the acquisition of practical skills, attitudes, understanding and knowledge relating to occupants in various sectors of economic and social life.
54. “UR” means the Recipient's University of Rwanda, established and operating pursuant to UR Legislation.
55. “UR Legislation” means Law No. 053/2024 *governing the University of Rwanda*, published on the Official Gazette Special of June 19, 2024.
56. “UR Legal and Regulatory Framework” means the law establishing the University of Rwanda and its related legal instruments.
57. “Virtual Learning Environment” or “VLE” means a platform that provides access to educational content online.
58. “Verification Protocol” means the Recipient’s protocol, detailing the technical standards and arrangements and procedures for the monitoring, reporting and verification of DLRs under the Program.

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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 65 (Interest Charge) in the Appendix is modified to read as follows:

“65. “Interest Charge” means the interest charge for the purpose of Section 3.07.
3. Paragraph 99 (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° 082/01 ryo ku wa 02/12/2024 ryemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni ijana na zirindwi z'Amadolari y'Abanyamerika (USD 107.000.000) (Credit A) n'inguzanyo ya miliyoni mirongo icyenda n'eshatu z'Amadolari y'Abanyamerika (USD 93.000.000) (Credit B), zigenewe gahunda yo kongerera urubyiruko ubumenyi bukenewe mu iterambere no kurwongerera amahirwe yo guhatana ku isoko ry'umurimo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2024	Seen to be annexed to Presidential Order n° 082/01 of 02/12/2024 ratifying the Financing Agreement between the Republic of Rwanda and International Development Association, relating to the credit of one hundred and seven million United States Dollars (USD 107,000,000) (Credit A) and the credit of ninety-three million United States Dollars (USD 93,000,000) (Credit B) for priority skills for growth and youth empowerment program, signed in Kigali, Rwanda, on 12 September 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 082/01 du 02/12/2024 ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de cent sept millions de dollars Américains (107.000.000 USD) (Crédit A) et au crédit de quatre-vingt-treize millions de dollars Américains (93.000.000 USD) (Crédit B) pour le programme de compétences prioritaires pour la croissance et l'autonomisation des jeunes, signé à Kigali, au Rwanda, le 12 septembre 2024
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Kigali, 02/12/2024

(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