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Nº 015/2019 ryo ku wa 26/07/2019

Itegeko ryemera kwemeza burundu Amasezerano y'impano n'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekanye n'impano ingana na miliyoni cumi na zirindwi n'ibihumbi magana cyenda z'Amadetes (17.900.000 DTS) n'inguzanyo ingana na miliyoni makumyabiri n'eshanu n'ibihumbi ijana z'Amadetes (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda.....4

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Nº 015/2019 du 26/07/2019

Loi approuvant la ratification de l'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda.....4

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N'IKIGEGA MPUZAMAHANGA
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YEREKERANYE N'IMPANO INGANA
NA MILIYONI CUMI NA ZIRINDWI
N'IBIHUMBI MAGANA CYENDA
Z'AMADETESI (17.900.000 DTS)
N'INGUZANYO INGANA NA MILIYONI
MAKUMYABIRI N'ESHANU
N'IBIHUMBI IJANA Z'AMADETESI
(25.100.000 DTS), AGENEWE
UMUSHINGA WO GUFASHA IMPUNZI
N'IMIRYANGO YAZAKIRIYE
GUHABWA AMAHIRWE ANGANA NO
KUGIRA URUHARE MU BUKUNGU MU
RWANDA

LAW N° 015/2019 OF 26/07/2019
APPROVING THE RATIFICATION OF
THE FINANCING AGREEMENT
SIGNED IN KIGALI, RWANDA ON 16
MAY 2019, BETWEEN THE REPUBLIC
OF RWANDA AND THE
INTERNATIONAL DEVELOPMENT
ASSOCIATION (IDA), RELATING TO
THE GRANT OF SEVENTEEN
MILLION NINE HUNDRED THOUSAND
SPECIAL DRAWING RIGHTS (SDR
17,900,000) AND TO THE CREDIT OF
TWENTY FIVE MILLION ONE
HUNDRED THOUSAND SPECIAL
DRAWING RIGHTS (SDR 25,100,000)
FOR SOCIO-ECONOMIC INCLUSION
OF REFUGEES AND HOST
COMMUNITIES IN RWANDA
PROJECT

LOI N° 015/2019 DU 26/07/2019
APPROUVANT LA RATIFICATION DE
L'ACCORD DE FINANCEMENT, SIGNÉ
À KIGALI, AU RWANDA LE 16 MAI
2019, ENTRE LA RÉPUBLIQUE DU
RWANDA ET L'ASSOCIATION
INTERNATIONALE DE
DÉVELOPPEMENT (IDA), RELATIF AU
DON DE DIX-SEPT MILLIONS NEUF
CENT MILLE DROITS DE TIRAGE
SPÉCIAUX (17.900.000 DTS) ET AU
CRÉDIT DE VINGT CINQ MILLIONS
CENT MILLE DROITS DE TIRAGE
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PROJET D'INCLUSION SOCIO-
ÉCONOMIQUE DES RÉFUGIÉS ET DES
COMMUNAUTÉS D'ACCUEIL AU
RWANDA

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ITEGEKO N° 015/2019 RYO KU WA
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BURUNDU AMASEZERANO
Y'IMPANO N'INGUZANYO
YASHYIRIWEHO UMUKONO I
KIGALI, MU RWANDA KU WA 16
GICURASI 2019, HAGATI YA
REPUBLIKA Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA
GITSURA AMAJYAMBERE (IDA),
YEREKERANYE N'IMPANO INGANA
NA MILIYONI CUMI NA ZIRINDWI
N'IBIHUMBI MAGANA CYENDA
Z'AMADETESI (17.900.000 DTS)
N'INGUZANYO INGANA NA MILIYONI
MAKUMYABIRI N'ESHANU
N'IBIHUMBI IJANA Z'AMADETESI
(25.100.000 DTS), AGENEWE
UMUSHINGA WO GUFASHA IMPUNZI
N'IMIRYANGO YAZAKIRIYE
GUHABWA AMAHIRWE ANGANA NO
KUGIRA URUHARE MU BUKUNGU MU
RWANDA

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

LAW N° 015/2019 OF 26/07/2019 OF
26/07/2019 APPROVING THE
RATIFICATION OF THE FINANCING
AGREEMENT SIGNED IN KIGALI,
RWANDA ON 16 MAY 2019, BETWEEN
THE REPUBLIC OF RWANDA AND
THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE GRANT OF
SEVENTEEN MILLION NINE
HUNDRED THOUSAND SPECIAL
DRAWING RIGHTS (SDR 17,900,000)
AND TO THE CREDIT OF TWENTY
FIVE MILLION ONE HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 25,100,000) FOR SOCIO-
ECONOMIC INCLUSION OF
REFUGEES AND HOST
COMMUNITIES IN RWANDA
PROJECT

We, KAGAME Paul,
President of the Republic;

LOI N° 015/2019 DU 26/07/2019 DU
26/07/2019 APPROUVANT LA
RATIFICATION DE L'ACCORD DE
FINANCEMENT, SIGNÉ À KIGALI, AU
RWANDA LE 16 MAI 2019, ENTRE LA
RÉPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE
DE DÉVELOPPEMENT (IDA), RELATIF
AU DON DE DIX-SEPT MILLIONS NEUF
CENT MILLE DROITS DE TIRAGE
SPÉCIAUX (17.900.000 DTS) ET AU
CRÉDIT DE VINGT CINQ MILLIONS
CENT MILLE DROITS DE TIRAGE
SPÉCIAUX (25.100.000 DTS) POUR LE
PROJET D'INCLUSION SOCIO-
ÉCONOMIQUE DES RÉFUGIÉS ET DES
COMMUNAUTÉS D'ACCUEIL AU
RWANDA

Nous, KAGAME Paul,
Président de la République;

**INTEKO ISHINGA AMATEGEKO
YEMEJE, NONE NATWE DUHAMIJE,
DUTANGAJE ITEGEKO RITEYE
RITYA KANDI DUTEGETSE KO
RYANDIKWA MU IGAZETI YA LETA
YA REPUBLIKA Y'U RWANDA**

**THE PARLIAMENT HAS ADOPTED
AND WE SANCTION, PROMULGATE
THE FOLLOWING LAW AND ORDER
IT BE PUBLISHED IN THE OFFICIAL
GAZETTE OF THE REPUBLIC OF
RWANDA**

**LE PARLEMENT A ADOPTÉ ET NOUS
SANCTIONNONS, PROMULGUONS LA
LOI DONT LA TENEUR SUIT ET
ORDONNONS QU'ELLE SOIT PUBLIÉE
AU JOURNAL OFFICIEL DE LA
RÉPUBLIQUE DU RWANDA**

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku
wa 27 Kamena 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika
y'u Rwanda ryo mu 2003 ryavuguruwe mu
2015, cyane cyane mu ngingo zaryo iya 64, iya
69, iya 70, iya 88, iya 90, iya 91, iya 93, iya
106, iya 120, iya 167, iya 168 n'iya 176;

Imaze gusuzuma amasezerano y'impano
n'inguzanyo yashyiriweho umukono i Kigali
mu Rwanda ku wa 16 Gicurasi 2019, hagati ya
Repubulika y'u Rwanda n'Ikigega
Mpuzamahanga Gitsura Amajyambere (IDA),
yerekanye n'impano ingana na miliyonu
cumu na zirindwi n'ibihumbi magana cyenda
z'Amadetesu (17.900.000 DTS) n'inguzanyo
ingana na miliyonu makumyabiri n'eshanu
n'ibihumbi ijana z'Amadetesu (25.100.000
DTS), agenewe umushinga wo gufasha
impunzi n'imiryango yazakiriye guhabwa
amahirwe angana no kugira uruhare mu
bukungu mu Rwanda;

THE PARLIAMENT:

The Chamber of Deputies, in its session of 27
June 2019;

Pursuant to the Constitution of the Republic of
Rwanda of 2003 revised in 2015, especially in
articles 64, 69, 70, 88, 90, 91, 93, 106, 120,
167, 168 and 176;

After consideration of the Financing
Agreement, signed in Kigali, Rwanda on 16
May 2019, between the Republic of Rwanda
and the International Development
Association (IDA), relating to the grant of
seventeen million nine hundred thousand
Special Drawing Rights (SDR 17,900,000)
and to the credit of twenty five million one
hundred thousand Special Drawing Rights
(SDR 25,100,000) for socio-economic
inclusion of refugees and host communities in
Rwanda Project;

LE PARLEMENT:

La Chambre des Députés, en sa séance du 27
juin 2019;

Vu la Constitution de la République du
Rwanda de 2003 révisée en 2015, spécialement
en ses articles 64, 69, 70, 88, 90, 91, 93, 106,
120, 167, 168 et 176 ;

Après examen de l'Accord de financement,
signé à Kigali, au Rwanda le 16 mai 2019,
entre la République du Rwanda et
l'Association Internationale de
Développement (IDA), relatif au don de dix-
sept millions neuf cent mille Droits de Tirage
Spéciaux (17.900.000 DTS) et au crédit de
vingt-cinq millions cent mille Droits de Tirage
Spéciaux (25.100.000 DTS) pour le projet
d'inclusion socio-économique des réfugiés et
des communautés d'accueil au Rwanda;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'inguzanyo n'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekerye n'impano ingana na miliyon cumi na zirindwi n'ibihumbi magana cyenda z'Amadetesi (17.900.000 DTS) n'inguzanyo ingana na miliyon makumyabiri n'eshanu n'ibihumbi ijana z'Amadetesi (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguve mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

ADOPTS:

Article one: Approval for ratification

The Financing Agreement, signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

ADOPTE:

Article premier: Approbation pour ratification

L'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa 26/07/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on 26/07/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 26/07/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 015/2019
RYO KU WA 26/07/2019 RYEMERA
KWEMEZA BURUNDU
AMASEZERANO Y'IMPANO
N'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI, MU RWANDA KU
WA 16 GICURASI 2019, HAGATI YA
REPUBLIKA Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA
GITSURA AMAJYAMBERE (IDA),
YEREKERANYE N'IMPANO INGANA
NA MILIYONI CUMI NA ZIRINDWI
N'IBIHUMBI MAGANA CYENDA
BY'AMADETESI (17.900.000 DTS)
N'INGUZANYO INGANA NA MILIYONI
MAKUMYABIRI N'ESHANU
N'IBIHUMBI IJANA BY'AMADETESI
(25.100.000 DTS), AGENEWE
UMUSHINGA WO GUFASHA IMPUNZI
N'IMIRYANGO YAZAKIRIYE
GUHABWA AMAHIRWE ANGANA NO
KUGIRA URUHARE MU BUKUNGU MU
RWANDA

ANNEX TO THE LAW N° 015/2019 OF
26/07/2019 APPROVING THE
RATIFICATION OF THE FINANCING
AGREEMENT SIGNED IN KIGALI,
RWANDA ON 16 MAY 2019, BETWEEN
THE REPUBLIC OF RWANDA AND
THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE GRANT OF
SEVENTEEN MILLION NINE
HUNDRED THOUSAND SPECIAL
DRAWING RIGHTS (SDR 17,900,000)
AND TO THE CREDIT OF TWENTY
FIVE MILLION ONE HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 25,100,000) FOR SOCIO-
ECONOMIC INCLUSION OF
REFUGEES AND HOST
COMMUNITIES IN RWANDA
PROJECT

ANNEXE À LA LOI N° 015/2019 DU
26/07/2019 APPROUVANT LA
RATIFICATION DE L'ACCORD DE
FINANCEMENT, SIGNÉ À KIGALI, AU
RWANDA LE 16 MAI 2019, ENTRE LA
RÉPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE
DE DÉVELOPPEMENT (IDA), RELATIF
AU DON DE DIX-SEPT MILLIONS NEUF
CENT MILLE DROITS DE TIRAGE
SPÉCIAUX (17.900.000 DTS) ET AU
CRÉDIT DE VINGT CINQ MILLIONS
CENT MILLE DROITS DE TIRAGE
SPÉCIAUX (25.100.000 DTS) POUR LE
PROJET D'INCLUSION SOCIO-
ÉCONOMIQUE DES RÉFUGIÉS ET DES
COMMUNAUTÉS D'ACCUEIL AU
RWANDA

**CREDIT NUMBER 6404-RW
GRANT NUMBER D456-RW**

Financing Agreement

(Socio-Economic Inclusion of Refugees and Host Communities in Rwanda Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**CREDIT NUMBER 6404-RW
GRANT NUMBER D456-RW**

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF RWANDA (the “Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (the “Association”) for the purpose of assisting in financing the project described in Schedule 1 to this Agreement (“Project”). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Financing”) in the following amounts to assist in financing the Project:
 - (a) an amount equivalent to seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) (“Grant”); and
 - (b) an amount equivalent to twenty-five million one hundred thousand Special Drawing Rights (SDR 25,100,000) (“Credit”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are June 1 and December 1 in each year.

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- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (i) cause Part 1 of the Project to be carried out through Target Districts; (ii) cause Part 2 of the Project to be carried out by BRD; and (iii) carry out Parts 3 and 4 of the Project through MINEMA, in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following:
 - (a) the Recipient no longer has an adequate refugee protection framework; and
 - (b) any action has been taken for the dissolution, disestablishment or suspension of operation (including cancellation of license to operate as a financial institution) of the BRD.
- 4.02. The Additional Events of Acceleration consist of the following, namely the events specified in Section 4.01 of this Agreement occur.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Association is satisfied that the Recipient has an adequate refugee protection framework; and
 - (b) the Project Implementation Manual (“PIM”) has been adopted by the Recipient, BRD and the Target Districts 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.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is the Minister responsible for finance.

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

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Tel:	Facsimile:	E-mail:
+250 25 257 7581	+250 25 257 5756	info@minecofin.gov.rw

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

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

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

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Authorized Representative



INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative



SCHEDULE 1

Project Description

The objective of the Project is to improve access to basic services and economic opportunities for refugees and host communities, and support environmental management, in the Target Areas in Rwanda.

The Project consists of the following parts:

Part 1: Access to basic services and socio-economic investments

A. Access to basic services

Support for investments in Target Districts:

- (a) in the education sector that enable integration of refugee children into public schools, harmonize the quality of education across refugee and host community populations and provide refugees and host communities with access to technical and vocational education (TVET) through, *inter alia*, (i) the construction, rehabilitation or upgrading of elementary, secondary and technical and vocational schools; (ii) the provision of facilities and equipment required for such schools; and (iii) the provision of study grants for market-linked TVET jobs skills training;
- (b) in the health sector that enable refugees and host communities to access medical treatment through, *inter alia*: (i) construction, rehabilitation or upgrading of health posts, centers and/or district hospitals; and (ii) purchase of equipment and medical supplies for such health posts, centers and/or district hospitals; and
- (c) that enable water supply through, *inter alia*, construction or rehabilitation of water supply systems for host communities, namely wells, boreholes, pumps, water tanks or other community-based water systems.

B. Socio-economic investments

Support for investments that promote economic activity in the Target Areas, connect remote refugee and host communities to markets and to strengthen the access of traders and entrepreneurs to refugees and host communities through, *inter alia*: (a) road upgrading or rehabilitation to link refugee populations and host communities to economic opportunities; (b) construction of and/or upgrading of market facilities; (c) installation of lighting for security and extended business hours of market facilities; (d) construction of water and sanitation facilities for market facilities; and (e) construction of child care facilities near market facilities to encourage refugee women's economic participation and minimize the problem of child neglect.

Part 2: Economic Opportunity

Support the expansion of economic opportunities and promote access to finance and private sector investment in the Target Districts, with opportunities open to both refugees and hosting communities, through, *inter alia*:

- (a) the provision of Matching Grants to participating financial institutions to support eligible refugees and/or entrepreneurs and/or cooperatives to be used as collateral for individuals, cooperatives or enterprises for financing viable business plans to cover initial investments or business expansion; and
- (b) capacity building support to BRD, BDAs, financial institutions, and potential entrepreneurs operating in the Recipient's territory to strengthen the financing of the value chain and improve access to finance in the Target Districts.

Part 3: Environmental Management

Support for investments targeting: (i) the rehabilitation of ravines; and (ii) construction of reservoirs to harvest stormwater for productive use in or near the six refugee camps.

Part 4: Project Management and Monitoring and Evaluation

Support for Project management, implementation and supervision at central and district levels, including, *inter alia*, for carrying out: (a) procurement and financial management; (b) monitoring and evaluation; (c) progress reporting; (d) environmental and social safeguards implementation and supervision; and (e) a stakeholder engagement strategy, including through the operationalization of a grievance redress mechanism for the Project and a strategic communications plan that will, *inter alia*, raise awareness of the refugees' right to work in the Recipient's territory.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

MINEMA-SPIU

1. No later than three (3) months after the Effective Date, the Recipient shall, through MINEMA, maintain, throughout Project implementation, the MINEMA-SPIU within MINEMA, composed of key staff, with qualifications and under terms of reference acceptable to the Association, including a dedicated Team for Project implementation, which shall include one Project manager, one procurement specialist, three financial management specialists, one internal auditor, one communications specialist, one engineer, one livelihoods and business development specialist, one environmental, health and safety safeguards specialist, one social safeguards specialist, one monitoring and evaluation specialist, six district field specialists and any other technical, fiduciary, and safeguard specialists as may have been agreed with the Association, as further detailed in the PIM. The MINEMA-SPIU shall be responsible for the overall coordination of the Project (including in assisting Target Districts in screening and supervising investments under Part 1 of the Project) and day to day implementation of Parts 3 and 4 of the Project, including, *inter alia*, ensuring coordination with key stakeholders and governmental agencies, managing, implementing and supervising the fiduciary and safeguard aspects of Parts 3 and 4 of the Project, and overall Project monitoring and evaluation, as further detailed in the PIM.

Project Steering Committee (PSC)

2. The Recipient shall establish and, thereafter, maintain, throughout Project implementation, with function, composition and under terms of reference acceptable to the Association, a high-level inter-agency Project Steering Committee (PSC) to provide strategic oversight and guidance to the Project. The PSC shall be chaired by a high-level official of MINEMA and shall include, *inter alia*, high level representatives of MINECOFIN, Target Districts, BRD and any other relevant ministries and agencies, as further detailed in the PIM.

Inter-agency technical team and inter-agency collaboration

3. The Recipient shall establish and, thereafter, maintain, throughout Project implementation, with functions, composition, qualifications and under terms of reference acceptable to the Association, an inter-agency technical team, as further detailed in the PIM. The inter-agency technical team shall be responsible for

advising the MINEMA-SPIU and other implementing agencies and ensure that Project investments are consistent with national policies and practices.

4. For the purpose of ensuring sound implementation of Parts 1, 2 and 3 of the Project, the Recipient shall ensure MINEMA and/or Target Districts collaborate with relevant technical agencies of the Recipient, in a manner satisfactory to the Association.

BRD-SPIU

5. The Recipient shall: (a) maintain, within BRD, the Single Project Implementation Unit (BRD-SPIU) throughout Project implementation, with two environmental and social safeguards specialists, one financial management specialist and one accountant and other technical, safeguards, and fiduciary specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the BRD-SPIU has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the Project Implementation Manual.
6. The BRD-SPIU shall be responsible for day-to-day management and implementation of Part 2 of the Project, including financial management, procurement, safeguards, supervision, and monitoring and evaluation.

Target Districts

7. The Recipient shall cause the governments of Target Districts to: (a) establish and, thereafter maintain, within the District, a dedicated implementation team, throughout Project implementation, with technical, safeguards, and fiduciary specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the Target District dedicated team has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the Project Implementation Manual.
8. The Target Districts shall be responsible for day-to-day management and implementation of Part 1 of the Project, including financial management, procurement, safeguards, supervision, and monitoring and evaluation. In this regard, MINEMA and technical agencies shall assist the Target Districts in the discharge of their obligations, in accordance with their respective mandates.

Communications Plan on the Right to Work

9. No later than three (3) months after the Effective Date, the Recipient shall adopt, and, thereafter implement, throughout Project implementation, a communications

plan, in form and substance acceptable to the Association, detailing how to publicize the right to work of refugees in the Recipient's territory.

B. Project Implementation Manual (PIM)

1. The Recipient shall carry out, and ensure that the Project is carried out by BRD and the Target Districts, in accordance with the requirements set forth in the PIM. The PIM shall set out detailed guidelines, methods and procedures for the implementation of the Project, including: (i) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration between various Project stakeholders, in particular the Target Districts, the MINEMA SPIU, the inter-agency technical team and the BRD; (ii) budget and budgetary control; (iii) flow of funds, disbursement procedures and banking arrangements; (iv) financial, procurement and accounting procedures; (v) internal control procedures; (vi) accounting system and transaction records; (vii) reporting requirements; (viii) external audit; (ix) anti-corruption and fraud mitigation measures; (x) environmental and social safeguards aspects, including a detailed description of the GRM process as well as any process for recording and reporting Project-related accidents and incidents; (xi) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the investments under Parts 1 and 3 of the Project; (xii) monitoring and evaluation arrangements, including procedures and reporting formats; and (xiii) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Recipient shall ensure that the PIM or any provision thereof is not assigned, amended, abrogated or waived without prior written approval of the Association.
3. In case of any conflict between the terms of the PIM and those of this Agreement, the terms of this Agreement shall prevail.

C. BRD Subsidiary Agreement

1. In order to facilitate the carrying out of Part 2 of the Project, the Recipient shall make the proceeds of the Financing allocated to Categories (2) and (3) ("BRD Subsidiary Financing") available, subject to withdrawal conditions in Section III.B of this Schedule, to the BRD under a subsidiary agreement ("BRD Subsidiary Agreement") to be entered into between the Recipient and the BRD, under terms and conditions approved by the Association, which shall include the following:
 - (a) financial terms and conditions of the BRD Subsidiary Financing, as further defined in the PIM;
 - (b) the obligation of the BRD to use the proceeds of the BRD Subsidiary Financing for technical assistance and purposes of providing Matching-

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Grants to eligible Beneficiaries. For purposes of providing Matching Grants, the BRD shall ensure that participating financial institutions appraise and select Beneficiaries in accordance with the procedures and criteria in the PIM and Matching Grants Manual and enter into agreements, under terms and conditions satisfactory to the Association and as further set out in the Matching Grants Manual and the PIM;

- (c) the obligation of the BRD to carry out Part 2 of the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required for Part 2 of the Project;
- (d) the obligation of the BRD to: (i) exchange views with the Recipient, and the Association with regard to the progress of Part 2 of the Project, and the performance of its obligations under the BRD Subsidiary Agreement; and (ii) assist the Recipient in complying with its obligations referred to in Section II of this Schedule, as applicable to Part 2 of the Project;
- (e) the obligation of the BRD to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of Part 2 of the Project, including but not limited to any Project-related accident or incident;
- (f) the obligation of the BRD to ensure that Part 2 of the Project is carried out in accordance with the Safeguard Instruments, PIM and the Matching Grants Manual;
- (g) the obligation of the BRD to carry out Part 2 of the Project in compliance with the Anti-Corruption Guidelines;
- (h) the obligation of the BRD to carry out Part 2 of the Project in accordance with the Procurement Regulations;
- (i) the obligation of the BRD to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to Part 2 of the Project; and (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and

- (j) the right of the Recipient to take remedial actions against the BRD, in case the BRD shall have failed to comply with any of its obligations under the BRD Subsidiary Agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the BRD Subsidiary Financing transferred to the BRD pursuant to the BRD Subsidiary Agreement (as the case may be).
- 2. The Recipient shall exercise its rights under the BRD Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the BRD Subsidiary Agreement or any of its provisions.

D. Matching Grants under Part 2(a) of the Project

- 1. In order to facilitate Part 2(a) of the Project, the Recipient shall cause BRD to ensure that participating financial institutions shall make Matching Grants to Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association, as further detailed in the Matching Grants Manual.
- 2. The Recipient shall cause BRD to ensure that the participating financial institutions shall make each Matching Grant under a Matching Grant Agreement between the participating financial institution and the respective Beneficiary on terms and conditions approved by the Association, as further detailed in the Matching Grants Manual, which shall include the following:
 - (a) The Matching Grant shall be in cash;
 - (b) The Recipient shall cause BRD to ensure that the participating financial institution shall obtain rights adequate to protect BRD's interests and those of the Association, including the right to: (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Matching Grant upon the Beneficiary's failure to perform any of its obligations under the Matching Grant Agreement; and (ii) require each Beneficiary to: (A) carry out its sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Loan proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Matching Grant in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the subproject and the achievement of its objectives; (E) (1)

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maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate and proportionate to reflect the operations, resources and expenditures related to the subproject; and (2) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (F) enable the BRD, Recipient and the Association to inspect the subproject, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

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

E. Safeguards

1. The Recipient shall and shall cause BRD and/or the Target Districts to ensure that the Project is carried out with due regard to appropriate health, safety, social, dam safety and environmental practices and standards, and in accordance with the Safeguards Instruments, and shall ensure or cause to be ensured that no provision of the Safeguard Instruments is amended, suspended, abrogated, repealed or waived without the prior written approval of the Association.
2. The Recipient shall or shall cause BRD and/or Target Districts to ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of the Safeguard Instruments; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, and gender-based violence; all as applicable to such civil works commissioned or carried out pursuant to said contracts.
3. The Recipient shall or shall cause BRD and/or the Target Districts to ensure that the following actions are taken in a manner acceptable to the Association:
 - (a) Project activities shall be screened in accordance with the ESMF and RPF to determine if any ESMP, ESIA (Environmental and Social Impact Assessment) or RAP is needed;

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- (b) for each activity under the Project for which the ESMF and the RPF provide for the preparation of an ESIA, and/or an ESMP, and a RAP:
 - (i) proceed to have such ESIA, and/or ESMP and RAP as appropriate: (A) prepared and disclosed in accordance with the ESMF, the RPF and the SEP (Stakeholder Engagement Plan), respectively; (B) consulted upon adequately with people affected by the Project as per the SEP and the ESMF and the RPF, respectively, and submitted to the Association for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and
 - (ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESIA, and/or ESMP and RAP in a manner satisfactory to the Association;
 - (c) all measures are taken to implement the RAPs in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:
 - (i) adequate funds are made available to cover all the costs of implementing the RAPs; and
 - (ii) no works under the Project shall be commenced until: (A) all measures required to be taken under said RAP prior to the initiation of said works shall have been taken, including but not limited Project affected persons being compensated at full replacement cost, resettled and provided with assistance in accordance with the RPF and resettlement action plan(s); (B) the Recipient has prepared and furnished to the Association a report in form and substance satisfactory to the Association, on the status of compliance with the requirements of said RAP and detailing that the implementation, monitoring and evaluation of such resettlement action plan is completed and reported in a manner satisfactory to the Association; and (C) the Association has confirmed that said works may be commenced.
4. Without limitation to the excluded expenditures provision set forth in the ESMF and/or RPF, the following activities shall not be eligible to be included in or funded under the Project:
- (a) activities involving the use of pesticides;
 - (b) any activities that would lead to conversion or degradation of critical natural habitats or their supporting areas;

- (c) any activities that would lead to conversion or degradation of critical forest areas, related critical natural habitats, clearing of forests or forest ecosystems;
 - (d) activities involving the financing the rehabilitation or construction of Large Dams;
 - (e) activities involving or located in an international waterway, including underground water;
 - (f) activities involving nuclear reactors and parts thereof and fuel elements (cartridges), non-irradiated, for nuclear reactors; and
 - (g) goods intended for a military or paramilitary purpose.
5. The Recipient shall, and shall cause BRD and the Target Districts to, establish and, thereafter, maintain, throughout Project implementation, and publicize the availability of a grievance and feedback mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.
6. The Recipient shall, and shall cause Target Districts and/or BRD to ensure that any construction or rehabilitation of Small Dams shall be reviewed by qualified engineers, acceptable to the Association, and in accordance with the ESMF.
7. The Recipient shall ensure and shall cause BRD, Target Districts and any pertinent Project service providers, at all times throughout the period of Project implementation, to:
- (a) take all measures necessary on its part to collect, compile, and furnish to the Association through Project Reports, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESMF and RPF and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, among other things: (i) the status of implementation of the ESMF/RPF; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESMF/RPF; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;
 - (b) promptly notify the Association of any incident or accident related to or having an impact on the Project, including but not limited to any Project-related allegation of gender-based violence or alleged violation of Project-

related labor and working conditions, which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the ESMF/RPF, and the instruments referenced therein.

F. Target District Implementation Agreements

1. In order to facilitate the carrying out of Part 1 of the Project, the Recipient, through MINEMA, shall make the proceeds of the Financing allocated to Category (1) ("Target District Subsidiary Financing") available, subject to withdrawal conditions in Section III.B of this Schedule, to the Target Districts under a subsidiary agreement ("Target District Implementation Agreement") to be entered into between the Recipient and each of the Target Districts, under terms and conditions approved by the Association, which shall include the following:
 - (a) financial terms and conditions of the Target District Subsidiary Financing, as further defined in the PIM;
 - (b) the obligation of the Target Districts to use the proceeds of the Target Districts Subsidiary Financing for purposes of carrying out Part 1 of the Project;
 - (d) the obligation of the Target District to carry out Part 1 of the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required for Part 1 of the Project;
 - (e) the obligation of the Target Districts to: (i) exchange views with the Recipient, and the Association with regard to the progress of Part 1 of the Project, and the performance of its obligations under the Target Districts Implementation Agreement; and (ii) assist the Recipient in complying with its obligations referred to in Section II of this Schedule, as applicable to Part 2 of the Project;
 - (e) the obligation of the Target Districts to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of Part 1 of the Project, including but not limited to any Project-related accident and incident;
 - (f) the obligation of the Target Districts to carry out Part 1 of the Project in accordance with the PIM and Safeguard Instruments;
 - (g) the obligation of the Target Districts to carry out Part 1 of the Project in compliance with the Anti-Corruption Guidelines;

- (h) the obligation of the Target Districts to carry out Part 1 of the Project in accordance with the Procurement Regulations;
 - (i) the obligation of the Target Districts to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to Part 1 of the Project; and (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and
 - (j) the right of the Recipient to take remedial actions against the Target Districts, in case the Target Districts shall have failed to comply with any of its obligations under the Target District Implementation Agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the Target District Subsidiary Financing transferred to the Target District pursuant to the Target District Implementation Agreement (as the case may be).
2. The Recipient, through MINEMA, shall exercise its rights under the Target District Implementation Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Target District Implementation Agreement or any of its provisions.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of the Proceeds of the Financing

A. General

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

Category	Amount of the Credit Allocated (expressed in SDR)	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Incremental Operating Costs for Part 1 of the Project	25,100,000	2,800,000	100% from the Credit until it is fully utilized; and 100% from the Grant thereafter
(2) Matching Grants under Part 2(a) of the Project	0	5,800,000	100%
(3) Goods, non-consulting services, consulting services, Training, and Incremental Operating Costs under Part 2(b) of the Project	0	700,000	100%
(4) Goods, works, non-consulting services, consulting services, Training and Incremental Operating Costs for Parts 3 and 4 of the Project	0	8,600,000	100%
TOTAL AMOUNT	25,100,000	17,900,000	

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B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date;
 - (b) under Category (1), unless and until, the Recipient, through MINEMA, signs Target District Implementation Agreements with each Target District, in form and substance satisfactory to the Association, and in accordance with Section I.F of Schedule 2 to this Agreement; and
 - (c) under Category (2), unless and until: (i) the BRD Subsidiary Agreement is signed with the Recipient, in form and substance satisfactory to the Association, and in accordance with Section I.C of Schedule 2 to this Agreement; (ii) a Matching Grants Manual is adopted by BRD, in form and substance acceptable to the Association; and (iii) a communications plan is adopted by the Recipient, in form and substance acceptable to the Association, detailing how to publicize the right to work of refugees in the Recipient's territory.
2. The Closing Date is October 31, 2024.

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SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 1 and December 1, commencing June 1, 2025 to and including December 1, 2056	1.5625%

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

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “BDAs” means Business Development Advisers.
3. “Beneficiary” means an entrepreneur, enterprise and cooperative established in the territory of the Recipient, which satisfies the appropriate eligibility criteria set forth in Matching Grants Manual (as hereinafter defined) and to which the BRD proposes to make a Matching Grant (as such term is hereinafter defined), through a participating financial institution, for purposes of Part 2(a) of the Project.
4. “BRD” means the Development Bank of Rwanda, established and operating pursuant to Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012.
5. “BRD Subsidiary Agreement” means the agreement to be entered into between the Recipient and BRD and referred to in Section I.C. of Schedule 2 to this Agreement.
6. “BRD Subsidiary Financing” means the proceeds of the Financing to be provided to BRD under Categories (2) and (3) of the Financing for purposes of carrying out Part 2 of the Project, in accordance with the BRD Subsidiary Agreement and the PIM and Matching Grants Manual, and referred to in Section I.C of Schedule 2 to this Agreement.
7. “BRD-SPIU” means the single project implementing entity established within the BRD, and referred to in Section I.A of Schedule 2 to this Agreement.
8. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
9. “District” means an administrative subdivision within the Recipient’s territory.
10. “Environmental and Social Management Framework” or “ESMF” means the Environmental and Social Management Framework, dated March 2019, prepared, adopted and disclosed by the Recipient and by the Association on March 25, 2019, and approved by the Association, describing, *inter alia*, the modalities to be followed in screening Project activities in order to assess and determine the need to prepare an ESIA and/or ESMP, including the measures to be taken to avoid, minimize, reduce, or mitigate adverse environmental and social impacts,

procedures for the management of chance finds of physical cultural resources and procedures to ensure protection, maintenance, and rehabilitation of natural habitats, as the same may be amended from time to time with the prior written agreement of the Association.

11. “Environmental and Social Management Plan” or “ESMP” means an Environmental and Social Management Plan, to be prepared, adopted and disclosed by the Recipient, and/or Target Districts, and acceptable to the Association, and giving details of the magnitude of the environmental and social impacts, including procedures for the management of chance finds of physical cultural resources and procedures to ensure protection, maintenance, and rehabilitation of natural habitats, as well as the specific actions, measures and policies designed to facilitate the achievement of the objective of the ESMF, including the budget and cost estimates, and sources of funding, along with the institutional and procedural measures needed to implement such actions, measures and policies, as the same may be amended from time to time with the prior written agreement of the Association.
12. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018.
13. “GRM” means the Project-level grievance and feedback mechanism, referred to in Section I.E.5 of Schedule 2 to this Agreement.
14. “Incremental Operating Costs” means the reasonable incremental operating expenses, approved by the Association, incurred by the Target Districts, BRD, and MINEMA or its regional offices on account of the Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment; water and electricity utilities, telephone, office supplies, bank charges, public awareness-related media expenditures, travel, supervision costs, and salaries of Project implementation support staff, but excluding the salaries of officials and public servants of the Recipient’s civil service.
15. “Large Dams” means: (i) dams that are 15 meters or more in height; or (ii) dams that are between 10 and 15 meters in height if they present special design complexities (including but not limited location in a zone of high seismicity); or; (iii) dams under 10 meters in height if they are expected to become Large Dams (as hereinafter defined) during their operation.
16. “Matching Grants” means a grant proposed to be made by BRD through a participating financial institution to a Beneficiary, in accordance with the Matching Grants Manual, for the purposes of financing all or a portion of the expenditures incurred by said Beneficiary under Part 2(a) of the Project for goods, services and

works in connection with an investment approved by the participating financial institution approved and selected by BRD.

17. “Matching Grants Agreement” means an agreement to be concluded between the participating financial institution and a Beneficiary, and referred to in Section I.D of Schedule 2 to this Agreement pursuant to which the BRD shall make a portion of the proceeds allocated under Category 2 available to a participating financial institution for the purpose of providing a Matching Grant to a Beneficiary for carrying out an investment under Part 2(a) of the Project.
18. “Matching Grants Manual” means the manual to be adopted by the BRD for the purposes of setting out the details for awarding Matching Grants to participating financial institutions and Beneficiaries under Part 2(a) of the Project, including but not limited the selection process and eligibility criteria, and referred to in Section I.D of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
19. “MINECOFIN” means the Recipient’s ministry in charge of finance; or any successor thereto acceptable to the Association.
20. “MINEMA” means the Recipient’s ministry in charge of emergency management; or any successor thereto acceptable to the Association.
21. “MINEMA-SPIU” means the single project implementation unit established within MINEMA, and referred to in Section I.A. of Schedule 2 to this Agreement.
22. “Project Implementation Manual” or “PIM” means the manual to be adopted by the Recipient, Target Districts and BRD for the purposes of defining the detailed implementation arrangements for the Project, and referred to in Section I.B. of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
23. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
24. “Project Steering Committee” or “PSC” means the Project steering committee to be established in connection to the Project, and referred to in Section I.A of Schedule 2 to this Agreement.
25. “Resettlement Action Plan” or “RAP” means in respect of any activity involving resettlement, a resettlement plan for such activity prepared, adopted, disclosed and implemented by the Recipient and/or Target Districts, and acceptable to the Association, such resettlement plan to include a program of actions, measures and policies for compensation and resettlement of Project-related affected Persons, and

setting forth the magnitude of displacement, proposed compensation at full replacement cost and other entitlements, the resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements designed to ensure proper implementation of, and regular feedback on, compliance with such RAP, as the same may be amended from time to time with the prior written agreement of the Association.

26. “Resettlement Policy Framework” or “RPF” means the resettlement policy framework, dated March 2019, prepared, adopted, and disclosed by the Recipient and BRD and the Target Districts and by the Association on March 25, 2019, and approved by the Association, setting forth the modalities for resettlement and compensation of Affected Persons under the Project, as the same may be amended from time to time with the prior written agreement of the Association.
27. “Safeguard Instruments” means the environmental and safeguards instruments that have been prepared, adopted and disclosed by the Recipient in connection with the Project, and which includes the ESMF, the RPF, the SEP and the related ESMPs, ESIA and RAPs for the Project.
28. “Small Dams” means dams (including without limitation farm ponds, local silt retention dams and low embankment tanks) that are less than 15 meters in height.
29. “Stakeholder Engagement Plan” means the plan, to be prepared and adopted by the Recipient, Target Districts and BRD, setting out the details for the meaningful engagement with refugee and host communities, and other relevant stakeholders, as the same may be amended from time to time with the prior written agreement of the Association.
30. “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.
31. “Target Areas” or “Target Districts” means the following six Recipient’s Districts: Gicumbi (Northern Province), Gatsibo (Eastern Province), Kirehe (Eastern Province), Nyamagabe (Southern Province), Gisagara (Southern Province), and Karongi (Western Province).
32. “Target District Implementation Agreement” means the agreement to be entered into between each Target District and the Recipient, through MINEMA, and referred to in Section I.F. of Schedule 2 to this Agreement.
33. “Target District Subsidiary Financing” means the proceeds of the Financing to be provided to Target Districts under Category (1) of the Financing for purposes of carrying out Part 1 of the Project, in accordance with the Target District

Implementation Agreement and the PIM and referred to in Section I.F of Schedule 2 to this Agreement.

34. “Training” means the reasonable cost of training under the Project, as approved by the Association, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 015/2019 ryo ku wa 26/07/2019 ryemera kwemeza burundu Amasezerano y'impano n'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekanye n'impano ingana na miliyoni cumi na zirindwi n'ibihumbi magana cyenda by'Amadetes (17.900.000 DTS) n'inguzanyo ingana na miliyoni makumyabiri n'eshanu n'ibihumbi ijana by'Amadetes (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda

Seen to be annexed to the Law n° 015/2019 of 26/07/2019 approving the ratification of the Financing Agreement signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project

Vu pour être annexé à la Loi n° 015/2019 du 26/07/2019 approuvant la ratification de l'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda

Kigali, ku wa 26/07/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

Kigali, on 26/07/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

**Seen and sealed with the Seal of the
Republic:**

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 26/07/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 016/2019 RYO KU WA
26/07/2019 RYEMERA KWEMEZA
BURUNDU AMASEZERANO
Y'IMPANO YASHYIRIWEHO
UMUKONO I KIGALI, MU RWANDA
KU WA 16 GICURASI 2019, HAGATI
YA REPUBLIKA Y'U RWANDA NA
BANKI MPUZAMAHANGA
Y'ITERAMBERE N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE NK'INZEZO
ZIYOBORA IKIGEGA GIHURIWEHO
N'ABATERANKUNGA BA GAHUNDA
YA 4 YO KUVUGURURA URWEGO
RW'UBUHINZI MU RWEGO RWA
GAHUNDA ISHINGIYE KU
MUSARURO - ICYICIRO CYA 2,
YEREKERANYE N'IMPANO INGANA
NA MILIYONI CUMI NA ZIRINDWI
Z'AMADOLARI Y'ABANYAMERIKA
(17.000.000 USD) AGENEWE GAHUNDA
YA 4 YO KUVUGURURA URWEGO
RW'UBUHINZI - ICYICIRO CYA 2

LAW N° 016/2019 OF 26/07/2019
APPROVING RATIFICATION OF THE
GRANT AGREEMENT, SIGNED AT
KIGALI, RWANDA ON 16 MAY 2019,
BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
BANK FOR RECONSTRUCTION AND
DEVELOPMENT AND THE
INTERNATIONAL DEVELOPMENT
ASSOCIATION ACTING AS
ADMINISTRATOR OF THE
TRANSFORMATION OF
AGRICULTURE SECTOR PROGRAM 4
PROGRAM-FOR-RESULTS PHASE 2
MULTI-DONOR TRUST FUND,
RELATING TO THE GRANT OF
SEVENTEEN MILLION AMERICAN
DOLLARS (USD 17,000,000) FOR
TRANSFORMATION OF
AGRICULTURE SECTOR PROGRAM 4
- PHASE 2

LOI N° 016/2019 DU 26/07/2019
APPROUVANT LA RATIFICATION DE
L'ACCORD DE DON, SIGNÉ À KIGALI,
AU RWANDA LE 16 MAI 2019, ENTRE
LA RÉPUBLIQUE DU RWANDA ET LA
BANQUE INTERNATIONALE POUR LA
RECONSTRUCTION ET LE
DÉVELOPPEMENT ET
L'ASSOCIATION INTERNATIONALE
DE DÉVELOPPEMENT AGISSANT EN
QUALITÉ D'ADMINISTRATEUR DU
FONDS FIDUCIAIRE MULTI-
DONATEUR DU QUATRIÈME
PROGRAMME DE TRANSFORMATION
DU SECTEUR AGRICOLE - PHASE 2 DU
PROGRAMME POUR LES RÉSULTATS
RELATIF AU DON DE DIX-SEPT
MILLIONS DE DOLLARS AMÉRICAUX
(17.000.000 USD) POUR LE QUATRIÈME
PROGRAMME DE TRANSFORMATION
DU SECTEUR AGRICOLE - PHASE 2

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu
Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko
Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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ITEGEKO N° 016/2019 RYO KU WA
26/07/2019 RYEMERA KWEMEZA
BURUNDU AMASEZERANO
Y'IMPANO YASHYIRIWEHO
UMUKONO I KIGALI, MU RWANDA
KU WA 16 GICURASI 2019, HAGATI YA
REPUBLIKA Y'U RWANDA NA
BANKI MPUZAMAHANGA
Y'ITERAMBERE N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE NK'INZEZO
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YA 4 YO KUVUGURURA URWEGO
RW'UBUHINZI MU RWEGO RWA
GAHUNDA ISHINGIYE KU
MUSARURO - ICYICIRO CYA 2,
YEREKERANYE N'IMPANO INGANA
NA MILIYONI CUMI NA ZIRINDWI
Z'AMADOLARI Y'ABANYAMERIKA
(17.000.000 USD) AGENEWE GAHUNDA
YA 4 YO KUVUGURURA URWEGO
RW'UBUHINZI - ICYICIRO CYA 2

LAW N° 016/2019 OF 26/07/2019
APPROVING RATIFICATION OF THE
GRANT AGREEMENT, SIGNED AT
KIGALI, RWANDA ON 16 MAY 2019,
BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
BANK FOR RECONSTRUCTION AND
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ASSOCIATION ACTING AS
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AGRICULTURE SECTOR PROGRAM 4
PROGRAM-FOR-RESULTS PHASE 2
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RELATING TO THE GRANT OF
SEVENTEEN MILLION AMERICAN
DOLLARS (USD 17,000,000) FOR
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AGRICULTURE SECTOR PROGRAM 4
- PHASE 2

LOI N° 016/2019 DU 26/07/2019
APPROUVANT LA RATIFICATION DE
L'ACCORD DE DON, SIGNÉ À KIGALI,
AU RWANDA LE 16 MAI 2019, ENTRE
LA RÉPUBLIQUE DU RWANDA ET LA
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DÉVELOPPEMENT ET
L'ASSOCIATION INTERNATIONALE
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PROGRAMME POUR LES RÉSULTATS
RELATIF AU DON DE DIX-SEPT
MILLIONS DE DOLLARS AMÉRICAUX
(17.000.000 USD) POUR LE QUATRIÈME
PROGRAMME DE TRANSFORMATION
DU SECTEUR AGRICOLE - PHASE 2

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

**INTEKO ISHINGA AMATEGEKO
YEMEJE, NONE NATWE DUHAMIJE,
DUTANGAJE ITEGEKO RITEYE
RITYA KANDI DUTEGETSE KO
RYANDIKWA MU IGAZETI YA LETA
YA REPUBLIKA Y'U RWANDA**

**THE PARLIAMENT HAS ADOPTED
AND WE SANCTION, PROMULGATE
THE FOLLOWING LAW AND ORDER
IT BE PUBLISHED IN THE OFFICIAL
GAZETTE OF THE REPUBLIC OF
RWANDA**

**LE PARLEMENT A ADOPTÉ ET NOUS
SANCTIONNONS, PROMULGUONS LA
LOI DONT LA TENEUR SUIT ET
ORDONNONS QU'ELLE SOIT PUBLIÉE
AU JOURNAL OFFICIEL DE LA
RÉPUBLIQUE DU RWANDA**

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 27 Kamena 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Imaze gusuzuma Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere n'Ikigega Mpuzamahanga gitsura Amajyambere nk'inzezo ziyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiye ku musaruro - icyiciro cya 2, yerekeranye n'impano ingana na miliyoni cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000

THE PARLIAMENT:

The Chamber of Deputies, in its session of 27 June 2019;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

After consideration of the Grant Agreement, signed at Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development and the International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 - phase 2;

LE PARLEMENT:

La Chambre des Députés, en sa séance du 27 juin 2019;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Après examen de l'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement et l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multidonneurs du quatrième programme de transformation du secteur agricole - phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième

USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi - icyiciro cya 2;

programme de transformation du secteur agricole - phase 2;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundi

Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere n'Ikigega Mpuzamahanga gitsura Amajyambere nk'inzezo ziyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiye ku musaruro - icyiciro cya 2, yerekerye n'impano ingana na miliyoni cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000 USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi - icyiciro cya 2, ari ku mugureka, yemerewe kwemezwa burundi.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguve mu rurimi rw'Icyongereza risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

ADOPTS:

Article one: Approval for ratification

The Grant Agreement, signed at Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development and the International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 - phase 2, in annex, is approved for ratification.

ADOPTE:

Article premier: Approbation pour ratification

L'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement et l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multidonateurs du quatrième programme de transformation du secteur agricole - phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième programme de transformation du secteur agricole - phase 2, en annexe, est approuvé pour ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa 26/07/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on 26/07/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 26/07/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 016/2019
RYO KU WA 26/07/2019 RYEMERA
KWEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA KU WA 16 GICURASI
2019, HAGATI YA REPUBLIKA Y'U
RWANDA NA BANKI
MPUZAMAHANGA Y'ITERAMBERE/
IKIGEGA MPUZAMAHANGA GITSURA
AMAJYAMBERE NK'URWEGO
RUYOBORA IKIGEGA GIHURIWEHO
N'ABATERANKUNGA BA GAHUNDA
YA 4 YO KUVUGURURA URWEGO
RW'UBUHINZI MU RWEGO RWA
GAHUNDA ISHINGIYE KU MUSARURO
ICYICIRO CYA 2, YEREKERANYE
N'IMPANO INGANA NA MILIYONI
CUMI NA ZIRINDWI Z'AMADOLARI
Y'ABANYAMERIKA (17.000.000 USD)
AGENEWE GAHUNDA YA 4 YO
KUVUGURURA URWEGO
RW'UBUHINZI ICYICIRO CYA 2

ANNEX TO THE LAW N° 016/2019 OF
26/07/2019 APPROVING
RATIFICATION OF THE GRANT
AGREEMENT, SIGNED AT KIGALI,
RWANDA ON 16 MAY 2019, BETWEEN
THE REPUBLIC OF RWANDA AND
THE INTERNATIONAL BANK FOR
RECONSTRUCTION AND
DEVELOPMENT/INTERNATIONAL
DEVELOPMENT ASSOCIATION
ACTING AS ADMINISTRATOR OF
THE TRANSFORMATION OF
AGRICULTURE SECTOR PROGRAM 4
PROGRAM-FOR-RESULTS PHASE 2
MULTI-DONOR TRUST FUND,
RELATING TO THE GRANT OF
SEVENTEEN MILLION AMERICAN
DOLLARS (USD 17,000,000) FOR
TRANSFORMATION OF
AGRICULTURE SECTOR PROGRAM 4
PHASE 2

ANNEXE À LA LOI N° 016/2019 DU
26/07/2019 APPROUVANT LA
RATIFICATION DE L'ACCORD DE
DON, SIGNE A KIGALI, AU RWANDA
LE 16 MAI 2019, ENTRE LA
RÉPUBLIQUE DU RWANDA ET LA
BANQUE INTERNATIONALE POUR LA
RECONSTRUCTION ET LE
DÉVELOPPEMENT/L'ASSOCIATION
INTERNATIONALE DE
DÉVELOPPEMENT AGISSANT EN
QUALITÉ D'ADMINISTRATEUR DU
FONDS FIDUCIAIRE MULTI-
DONATEUR
DU QUATRIÈME PROGRAMME DE
TRANSFORMATION DU SECTEUR
AGRICOLE PHASE 2 DU PROGRAMME
POUR LES RÉSULTATS RELATIF AU
DON DE DIX-SEPT MILLIONS DE
DOLLARS AMÉRICAUX (17.000.000
USD) POUR LE QUATRIÈME
PROGRAMME DE TRANSFORMATION
DU SECTEUR AGRICOLE PHASE 2

GRANT NUMBER TF0B0153

***Transformation of Agriculture Sector
Program 4 Program-for-Results Phase 2
Multi-Donor Trust Fund***
Grant Agreement

(Transformation of Agriculture Sector Program 4 Phase 2)

between

REPUBLIC OF RWANDA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION**
acting as administrator of the Transformation of Agriculture Sector Program 4
Program-for-Results Phase 2 Multi-Donor Trust Fund

Dated May 16, 2019

GRANT NUMBER TF0B0153

GRANT AGREEMENT

AGREEMENT dated _____, 2019, entered into between: REPUBLIC OF RWANDA (“Recipient”); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION (“World Bank”), acting as administrator of the Transformation of Agriculture Sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, for the purpose of providing additional financing to the Program activities related to the Financing Agreement.

WHEREAS:

(A) The World Bank and the Recipient have entered into a Financing Agreement with the Signature Date of May 31, 2018, (Credit Number 6256-RW) pursuant to which the World Bank agreed to provide a credit in an amount equivalent to SDR 69,600,000 to the Recipient to assist in the financing of the Program described in Schedule 1 to this Agreement (“Program”) being implemented by the Recipient.

(B) The Republic of Rwanda has requested additional financing from the Transformation of Agriculture Sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund (“MDTF”) to assist in the financing of the Program.

(C) Multiple development partners (“DPs”), including the United Kingdom’s Department for International Development, the Kingdom of the Netherlands, and Enabel have expressed interest in supporting the Program and in contributing, through the MDTF, an aggregate amount estimated at US\$71,000,000 to the Recipient to assist in the financing of the Program.

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

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

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**Article II
The Program**

- 2.01. The Recipient declares its commitment to the objectives of the program described in Schedule 1 to this Agreement (“Program”). To this end, the Recipient shall:
 - (a) carry out Part 1 of the Program through MINAGRI;
 - (b) cause Parts 2 and 3 of the Program to be carried out by NAEB; and
 - (c) cause Parts 2, 3 and 4 of the Program to be carried out by RAB;all in accordance with the provisions of Article II of the Standard Conditions and the Program Agreements.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Program is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed seventeen million United States Dollars (USD 17,000,000.00) (“Grant”) to assist in financing the Program.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV
Additional Remedies**

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:

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- (a) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by any of the Program Implementing Entities of its obligations under its Program Agreement.
- (b) Any of the Program Implementing Entities has failed to perform any obligation under its Program Agreement.
- (c) IBRD or IDA has declared any of the Program Implementing Entities ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any project or program financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of: (i) a determination by IBRD or IDA that any of the Program Implementing Entities has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that any of the Program Implementing Entities is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project or program financed in whole or in part by such financier as a result of a determination by such financier that any of the Program Implementing Entities has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.
- (d) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that any of the Program Implementing Entities will be able to perform its obligations under its Program Agreement.
- (e) any of the Program Implementing Entities' Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of the applicable Program Implementing Entity to perform any of its obligations under its Program Agreement; and
- (f) the Program has been modified or suspended so as to affect materially and adversely the ability of the Recipient to achieve the objective of the Program.

**Article V
Effectiveness; Termination**

- 5.01 This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

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- (a) The execution and delivery of this Agreement on behalf of the Recipient and the Program Agreements on behalf of the Program Implementing Entities have been duly authorized or ratified by all necessary governmental and corporate action.
 - (b) The Subsidiary Agreements referred to in Sections I.B and I.C of Schedule 2 to this Agreement have been executed on behalf of the Recipient and the Program Implementing Entities.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:
- (a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms;
 - (b) on behalf of the Program Implementing Entities, that the Program Agreements have been duly authorized or ratified by, and executed and delivered on their behalf and are legally binding in accordance with their terms; and
 - (c) the Subsidiary Agreements referred to in Section I.B and I.C of Schedule 2 to this Agreement have been duly authorized or ratified by the Recipient and the Program Implementing Entities and are legally binding upon each such party in accordance with their terms.
- 5.03 Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

**Article VI
Recipient's Representative; Addresses**

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance and Economic Planning
P. O. Box 158

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Kigali
Rwanda

Facsimile: E-mail:
250-25257-75-81 mfin@minecofin.gov.rw

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

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

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

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AGREED at Kigali, Rwanda, as of the day and
year first above written.

REPUBLIC OF RWANDA

By



Authorized Representative

Uzziel Ndagijimana

Minister of finance and
Economic Planning

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Transformation of Agriculture
Sector Program 4 Program-for-Results Phase 2 Multi-Donor
Trust Fund**

By



Authorized Representative

Mr. Hafez M.H. Ghanem

Vice President, Africa Region
World Bank

SCHEDULE 1

Program Description

The objective of the Program is to promote the commercialization of agricultural value chains in Rwanda.

The Program consists of the following activities:

Part 1. Policy and Organizational Reform

Improving the structure and capacity of MINAGRI to strengthen agricultural sector analysis, associated policy reforms and to design financing mechanisms and business models to attract private sector investment in the agricultural sector, including through, *inter alia*: (i) organizational review of MINAGRI; (ii) organizational development plan for MINAGRI; (iii) the development of a private sector leveraging strategy for the agricultural sector that sets out selection criteria, including on environmental and social management criteria, to screen potential private investments; and (iv) the design and operationalization of agricultural platforms.

Part 2. Enabling Agricultural Commercialization

Enhancing the quality of public investments in essential value chains services to leverage commercial agriculture including through, *inter alia*: (i) design and implementation of national public-private dialogues; and (ii) new investments in sustainable irrigation and terracing.

Part 3. Delivery of Improved Agricultural Value Chain Services

Fostering competitive agricultural value chain services including through, *inter alia*: (i) increasing the use of private sector service delivery, such as, for example, out-grower services and productive partnerships; and (ii) expanding access to information and financial services.

Part 4. Efficiency in Public Expenditures

Supporting MINAGRI, NAEB and RAB in improving efficiency in public expenditure, including, *inter alia*, improved budget execution and audits.

SCHEDULE 2

Program Execution

Section I. Implementation Arrangements

A. Program Fiduciary, Environmental and Social Systems

Without limitation upon the provisions of Article II of the Standard Conditions, the Recipient shall carry out the Program, or cause the Program to be carried out, in accordance with financial management, procurement and environmental and social management systems acceptable to the World Bank (“Program Fiduciary, Environmental and Social Systems”) which are designed to ensure that:

1. the Grant proceeds are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
2. the actual and potential adverse environmental and social impacts of the Program are identified, avoided, minimized, or mitigated, as the case may be, all through an informed decision-making process.

B. RAB Subsidiary Agreement

- (a) To facilitate the carrying out of the RAB’s Respective Parts 2, 3 and 4 of the Program, the Recipient shall make part of the proceeds of the Grant available to the RAB under a subsidiary agreement between the Recipient and the RAB, under terms and conditions approved by the World Bank, which shall include, *inter alia*, providing part of the proceeds of the Grant on a grant basis (“RAB Subsidiary Agreement”).
- (b) The Recipient shall exercise its rights under the RAB Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant.
- (c) Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the RAB Subsidiary Agreement or any of its provisions.

C. NAEB Subsidiary Agreement

1. To facilitate the carrying out of the NAEB’s Respective Parts 2 and 3 of the Program, the Recipient shall make part of the proceeds of the Grant available to NAEB under a subsidiary agreement between the Recipient and NAEB, under terms and conditions approved by the World Bank, which shall include, *inter alia*,

providing part of proceeds of the Grant on a grant basis (“NAEB Subsidiary Agreement”).

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

D. Additional Program Implementation Arrangements

1. Program Institutions

Without limitation upon the generality of Part A of this Section I, the Recipient shall maintain, or cause to be maintained, as the case may be, throughout the implementation of the Program, the offices, units and departments within MINAGRI, and the Program Implementing Entities, and ensure that they are assigned with technical, social and environmental safeguards, fiduciary and other responsibilities for implementing the Program, all with powers, functions, institutional capacity and staffing acceptable to the World Bank and with resources adequate to fulfill their respective functions under the Program, as further detailed in the Program Operational Manual.

2. Program Operational Manual (POM)

- (a) Within three (3) months from the date on which this Agreement is declared effective, the Recipient shall update the POM in accordance with terms of reference acceptable to the World Bank and adopt the updated POM.
- (b) Without limitation on the generality of Part A of this Section I, the Recipient shall carry out the Program or cause the Program to be carried out, in accordance with the POM 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 PSTA4 and 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 World Bank (“Program Operational Manual”).
- (c) The Recipient shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended, any provision of the Program

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Operational Manual, without the prior written agreement of the World Bank.

- (d) Notwithstanding the foregoing, if any provision of said Program Operational Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. Program Action Plan

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

E. **Anti-Corruption**

Without limitation upon the provisions of Part A of this Section, the Recipient shall carry out the Program, or cause the Program to be carried out, in accordance with the provisions of the Anti-Corruption Guidelines.

Section II. Excluded Activities

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

- A. in the opinion of the World Bank, 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\$75 million equivalent or more per contract; (2) goods, estimated to cost US\$50 million equivalent or more per contract; (3) non-consulting services, estimated to cost US\$50 million equivalent or more per contract; (4) consulting services, estimated to cost US\$20 million equivalent or more per contract; or (5) information technology system estimated to cost US\$50 million equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation; Audits

A. Program Reports

The Recipient shall monitor and evaluate the progress of the Program and prepare Program Reports in accordance with the provisions of Section 2.06 of the Standard Conditions. Each Program Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

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 (“DLR”) 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 the responsibility of undertaking the verification of compliance of the DLIs/DLRs, which are set forth in the table in Section IV.A.2 of this Schedule; and
- (b) cause the Office of the Auditor General (“OAG”) to, not later than thirty (30) days after the verification of compliance of said DLIs/DLRs has been completed, prepare and furnish to the Recipient and the World Bank, a report on the results of said verification of compliance process of such scope and in such detail as the World Bank shall reasonably request.

C. Program Financial Audits

Without limitation on the generality of Section I.A of this Schedule 2 and Section 2.07 of the Standard Conditions, the Recipient shall have its Financial Statements for the Program audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient commencing with the fiscal year in which the first withdrawal was made. The audited Financial Statements for such period shall be furnished to the World Bank not later than ten (10) months after the end of such period.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of Article III of the Standard Conditions, this Section, and such

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additional instructions as the World Bank may specify from time to time by notice to the Recipient to finance the results (“Disbursement Linked Results” or “DLRs”) achieved by the Recipient and or the 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 Grant (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 Grant to each Category:

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Grant Allocated (expressed in USD)	Disbursement Calculation Formula
(1) DLI #1: Organizational development plan successfully prepared and implementation on track	<p>DLR # 1.1: Organizational review, including capacity needs assessment of MINAGRI completed and new functional structures in place</p> <p>DLR # 1.2: Organizational development plan for MINAGRI prepared and approved</p> <p>DLR # 1.3: Upgrade of human resources management function completed</p>	4,163,265	<p>DLR # 1.1: 4,163,265</p> <p>DLR # 1.2: 0</p> <p>DLR # 1.3: 0</p>

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(2) DLI #2: Improved analytical and policy reform competencies demonstrated	DLR # 2.1: Private sector leveraging strategy with implementation plan published DLR # 2.2: Annual Report by MINAGRI on public-private investment in agriculture published DLR # 2.3: Agricultural input subsidy schemes reviewed, alternative models for increasing efficiency assessed, reforms agreed and implemented	4,163,265	DLR # 2.1: 4,163,265 DLR # 2.2: 0 DLR # 2.3: 0
(3) DLI #3: Digital information platforms designed and operational	DLR # 3.1: A common data warehouse platform is designed and ready for use, whereby existing data in MIS and ALIS I are fully interfaced (at least down to the level of all districts) DLR # 3.2: The Farmer registration application and ALIS II are fully interfaced with MIS and ALIS I in	2,602,041	DLR # 3.1: 2,602,041 DLR # 3.2: 0

	<p>the common data warehouse platform. Both, farmer registration and ALIS II, will hold data covering all districts</p> <p>DLR#3.3: The Livestock registration application (holding cow data with national coverage) will be interfaced with MIS, ALIS I and ALIS II, farmer registration application in common data warehouse platform</p> <p>DLR# 3.4: Sector performance dash board is in place and publicly accessible online, whereby it provides reports on national agricultural macro indicators, national indicator of food Security and PSTA4 results indicators</p>		DLR# 3.3: 0
(4) DLI #4: Mechanism to strengthen agriculture public-private dialogues (Ag.	DLR# 4.1: Two mechanisms designed, piloted, and budgeted: (1) national agriculture public-private	2,602,041	DLR# 4.1: 2,602,041

PPD) and agriculture value chain platforms designed and implemented	dialogues on themes with strategic relevance (2) commodity value chain platforms DLR# 4.2: Two national agriculture public-private dialogues held and at least 3 agriculture value chain platforms established with operating plans DLR# 4.3: Additional 2 agriculture public-private dialogues held DLR# 4.4: Agriculture value chain platforms are fully functional and yielded evidence of satisfactory results (as per monitoring and evaluation of operating plan)		DLR# 4.2: 0 DLR# 4.3: 0 DLR# 4.4: 0
(5) DLI #5: New irrigation area identified, developed and/or managed where commercial viability has been a determining appraisal criterion	DLI #5.1: Number of Ha. identified, developed and put under recognized PPP increased to 2,940 Ha.	0	DLR #5.1: 0 for which an amount of 0 is allocated for each additional Ha. of land identified, developed and put under recognized PPP

(baseline is 0 Ha.)			
(6) DLI #6: New terracing area identified, developed and/or managed where commercial viability has been a determining appraisal criterion (baseline is 0 Ha.)	DLR #6.1: Number of Ha. identified, developed and put under recognized PPP increased to 3,055 Ha.	0	DLR #6.1: 0 for which an amount of 0 is allocated for each additional Ha. of land identified, developed and put under recognized PPP
(7) DLI #7: Volume of private sector investment (in US\$) matching public financing in PPP infrastructure project (baseline is \$0)	DLR #7: Volume of private sector investment (in US\$) matching public financing in PPP infrastructure projects has increased to \$11,150,000	0	DLR #7: 0 for which an amount of 0 is allocated for each additional \$1,000,000
(8) DLI #8: Private sector extension service models designed, launched and achieving positive response (baseline is 0 households reached non-outgrower scheme and 0 new farm households outgrower schemes)	DLR #8.1: The number of farm households reached by private advisory services (non-outgrower scheme) has increased to 14,000 DLR #8.2: The number of new farm household participating in outgrower schemes has increased to 10,000	0	DLR #8.1: 0 for which an amount of 0 is allocated for each additional farm household reached DLR #8.2: 0 for which an amount of 0 is allocated for each additional farm household reached
(9) DLI #9: Reform of RAB	DLR #9.1: Implementation plan for RAB	3,469,388	DLR #9.1: 3,469,388

	<p>restructuring order prepared and approved by its Board</p> <p>DLR#9.2: +/-3% Deviation between budget and outturn expenditure 2019/20</p> <p>DLR#9.3: Unqualified audit opinion on the financial statement of RAB</p>		DLR #9.2: 0
TOTAL AMOUNT		17,000,000.00	DLR #9.3: 0

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for purposes of Section 3.04 of the Standard Conditions (renumbered as such pursuant to paragraph 5 of Section II of the Appendix to this Agreement and relating to Program Expenditures), for DLRs achieved prior to the date of this Agreement.
 - (b) for any DLR, until and unless the Recipient has furnished evidence satisfactory to the World Bank that said DLR has been achieved, including verification reports from the OAG, as the case may be, in accordance with procedures and arrangements and verification protocols satisfactory to the World Bank; or
 - (c) for any DLR under Category (5), (6), (7) or (8), until and unless the Recipient has furnished evidence satisfactory to the World Bank that: (i) a private sector leveraging strategy, including a detailed environmental and social screening checklist for private sector or PPP investments, has been adopted by the Recipient, in form and substance satisfactory to the World Bank; and (ii) the necessary prior environmental and social permit and licenses for any Program investments have been obtained, in form and substance satisfactory to the World Bank.

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2. Notwithstanding the provisions of Part B.1(b) of this Section, the Recipient may withdraw: (i) an amount not to exceed 25% of the Grant as an advance; provided, however, that if the DLRs in the opinion of the World Bank, are not achieved (or only partially achieved) by the Closing Date, the Recipient shall refund such advance (or portion of such advance as determined by the World Bank in accordance with the provisions of paragraph (3) of this Part B) to the World Bank promptly upon notice thereof by the World Bank. Except as otherwise agreed with the Recipient, the World Bank 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 World Bank shall specify by notice to the Recipient.
3. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs have not been achieved by the date by which said DLR is set to be achieved, the World Bank may, by notice to the Recipient: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Grant then allocated to said Category which, in the opinion of the World Bank, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the Disbursement Calculation Formula set out in column 4 of the table above; (b) reallocate all or a portion of the proceeds of the Grant then allocated to said DLR to any other DLR; and/or (c) cancel all or a portion of the proceeds of the Grant then allocated to said DLR.
4. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2021.
5. Notwithstanding the foregoing provisions of this Section IV, if at any time after the Closing Date the Recipient has failed to provide evidence satisfactory to the World Bank that the amount of the Grant withdrawn from the Grant Account does not exceed the total amount of Program Expenditures, the Recipient shall, promptly upon notice from the World Bank, refund to the World Bank such excess amount of the Grant withdrawn from the Grant Account. The World Bank shall cancel the refunded amount of the Grant withdrawn from the Grant Account.

APPENDIX

Section I. Definitions

1. “Agriculture Land Information System I” or “ALIS I” means the geo-spatial and static information system that maps public parcels for agriculture.
2. “ALIS II” means the geo-spatial and static information system that maps public parcels for agriculture that also incorporates weather data.
3. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing”, dated February 1, 2012, and revised July 10, 2015.
4. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
5. “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.
6. “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.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Grant allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
7. “Financing Agreement” means the agreement for Transformation of Agriculture Sector Program 4 Phase 2, between the Republic of Rwanda and the International Development Association, dated May 31, 2018 (Credit Number 6256-RW).
8. “Fiscal Year” or “FY” means the financial year of the Recipient commencing July 1 of every calendar year and ending June 30 of the subsequent year.
9. “Ha.” means an area of land equivalent to 10,000 sq. meters.
10. “MINAGRI” means the Recipient’s ministry in charge of agriculture; or any successor thereto acceptable to the World Bank.
11. “MIS” means the Management Information System of MINAGRI.
12. “NAEB” means the National Agricultural Exports Development Board, the Recipient’s agency established and operating under the NAEB Legislation.

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13. “NAEB Legislation” means the Recipient’s Law No 39/2010 of 25/11/210.
14. “NAEB Subsidiary Agreement” means the agreement referred to in Section I.C. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to NAEB.
15. “Office of the Auditor General” or “OAG” means the Recipient’s Office of the Auditor General, or any successor agency thereto satisfactory to the World Bank.
16. “PPP” means public-private partnership.
17. “Program Action Plan” means the Recipient’s plan dated April 30, 2018 and referred to in Section I.C.3. of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the World Bank.
18. “Program Fiduciary and Environmental and Social Systems” means the Recipient’s and Program Implementing Entities’ systems for the Program referred to in Section I.A of Schedule 2 to this Agreement.
19. “Program Implementing Entities” means NAEB and RAB.
20. “Program Implementing Entities’ Legislation” means the NAEB Legislation and RAB Legislation.
21. “Program Operational Manual” and “POM” means the manual adopted by the Recipient, for the implementation of the Program, in form and substance satisfactory to the World Bank, pursuant to Section I.D.2. of Schedule 2 to this Agreement, as the same may be updated from time to time with the prior written agreement of the World Bank.
22. “PSTA4” means the Recipient’s Strategic Plan for Agricultural Transformation.
23. “RAB” means the Rwanda Agriculture and Animal Resources Development Board, a legally independent entity established and operating pursuant to the RAB Legislation.
24. “RAB Legislation” means Recipient’s Law No. 38/2010 of 25/11/2010.
25. “RAB Subsidiary Agreement” means the agreement referred to in Section I.B. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to RAB.
26. “Selected Public Agricultural Institutions” means MINAGRI, NAEB and RAB.

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27. “Standard Conditions” means the “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated February 15, 2012, with the modifications set forth in Section II of this Appendix.
28. “Subsidiary Agreements” means the agreements referred to in Section I.B. and I.C. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to NAEB and RAB.

Section II. Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. Wherever used throughout the Standard Conditions, the term “the Project” is modified to read “the Program”, the term “Project Report” is modified to read “Program Report”, and the term “Eligible Expenditure” is modified to read “Program Expenditure”.
2. Section 3.03, *Special Commitment by the World Bank*, is deleted in its entirety, and the subsequent Sections in Article III are renumbered accordingly.
3. In Section 3.03 (originally numbered as Section 3.04), the phrase “or to request the World Bank to enter into a Special Commitment” is deleted.
4. The section originally numbered as Section 3.05, *Designated Accounts*, is deleted in its entirety, and the subsequent Sections in Article III are renumbered accordingly.
5. Paragraph (a) of Section 3.04 (originally numbered as Section 3.06), *Eligible Expenditures* (renamed “Program Expenditures” in accordance with paragraph 1 of this Section II), is modified to read: “(a) the payment is for the reasonable cost of expenditures required for the Program and to be financed out of the proceeds of the Grant in accordance with the provisions of the Grant Agreement;”.
6. Paragraph (a) of Section 3.05 (originally numbered as Section 3.07), *Financing Taxes*, is modified to read: “(a) The Grant Agreement may specify that the proceeds of the Grant may not be withdrawn to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Program Expenditures, or on their importation, manufacture, procurement or supply. In such case, if the amount of any such Taxes decreases or increases, the World Bank may, by notice to the Recipient, exclude such amount or such Tax from the Program Expenditures to be financed out of the proceeds of the Grant specified in the Grant Agreement, as required to ensure consistency with such limitation on withdrawals.”
7. The last sentence of Section 3.05 (originally numbered as Section 3.07), *Financing Taxes*, is modified to read: “To that end, if the World Bank at any time determines

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that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the World Bank may, by notice to the Recipient, exclude such amount or such Tax from the Program Expenditures to be financed out of the proceeds of the Grant specified in the Grant Agreement, as required to ensure consistency with such policy of the World Bank.”.

8. Section 3.06 (originally numbered as Section 3.08), *Reallocation*, is modified to read: “Notwithstanding any allocation of an amount of the Grant to a withdrawal category under the Grant Agreement, the World Bank may, by notice to the Recipient, reallocate any other amount of the Grant to such category if the World Bank reasonably determines at any time that such reallocation is appropriate for the purposes of the Program.”
9. Section 4.01, *Cancellation by the Recipient*, is modified to read: “The Recipient may, by notice to the World Bank, cancel any unwithdrawn amount of the Grant.”
10. Paragraph (d) of Section 4.03, *Cancellation by the World Bank*, entitled “Misprocurement”, is deleted, and subsequent paragraph (e) is re-lettered accordingly.
11. Section 4.04, *Amounts Subject to Special Commitment Unaffected*, is deleted in its entirety, and subsequent Sections in Article IV and references to such Sections are renumbered accordingly.
12. In the **Appendix**, *Definitions*, all references to Section numbers are modified, as necessary, to reflect the modifications set forth above. In addition, the definition of the term “Special Commitment” set forth in paragraph 22 is deleted in its entirety, and all subsequent paragraphs are renumbered accordingly.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 016/2019 ryo ku wa 26/07/2019 ryemera kwemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere/Ikigega Mpuzamahanga gitsura Amajyambere nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiye ku musaruro icyiciro cya 2, yerekanye n'impano ingana na miliyoni cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000 USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi icyiciro cya 2

Seen to be annexed to the Law n° 016/2019 of 26/07/2019 approving ratification of the grant agreement, signed at Kigali, Rwanda on 16 may 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development/ International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 Phase 2

Vu pour être annexé à la Loi n° 016/2019 du 26/07/2019 approuvant la ratification de l'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement/ l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multi-donateur du quatrième programme de transformation du secteur agricole phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième programme de transformation du secteur agricole phase 2

Kigali, ku wa 26/07/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

Kigali, on 26/07/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

**Seen and sealed with the Seal of the
Republic:**

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 26/07/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 22/2019 RYO KU WA LAW N° 22/2019 OF 29/07/2019 LOI N° 22/2019 DU 29/07/2019
 29/07/2019 RIGENGA UMUJYI WA GOVERNING THE CITY OF KIGALI RÉGISSANT LA VILLE DE KIGALI
 KIGALI

ISHAKIRO

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**ITEGEKO N° 22/2019 RYO KU WA LAW N° 22/2019 OF 29/07/2019
29/07/2019 RIGENGA UMUJYI WA GOVERNING THE CITY OF KIGALI LOI N° 22/2019 DU 29/07/2019
KIGALI RÉGISSANT LA VILLE DE KIGALI**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

**INTEKO ISHINGA AMATEGEKO
YEMEJE NONE NATWE DUHAMIJE,
DUTANGAJE ITEGEKO RITEYE
RITYA KANDI DUTEGETSE KO
RYANDIKWA MU IGAZETI YA LETA
YAREPUBLIKA Y'U RWANDA**

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**

Nous, KAGAME Paul,
Président de la République;

**LE PARLEMENT A ADOPTÉ ET NOUS
SANCTIONNONS, PROMULGUONS
LA LOI DONT LA TENEUR SUIT ET
ORDONNONS QU'ELLE SOIT
PUBLIÉE AU JOURNAL OFFICIEL DE
LA RÉPUBLIQUE DU RWANDA**

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku
wa 26 Nyakanga 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika
y'u Rwanda ryo mu 2003 ryavuguruwe mu
2015, cyane cyane mu ngingo zaryo iya 5, iya
6, iya 7, iya 64, iya 69, iya 70, iya 88, iya 90,
iya 91, iya 106, iya 112, iya 119, iya 120 n'iya
176;

Ishingiye ku Itegeko Ngenga n° 29/2005 ryo
ku wa 31/12/2005 rigena inzego z'imitegekere
y'Ighugu cy'u Rwanda nk'uko ryahinduwe
kandi ryujujwe kugeza ubu;

Ishingiye ku Itegeko Ngenga n° 12/2013/OL
ryo ku wa 12/09/2013 ryerekeye imari
n'umutungo bya Leta;

THE PARLIAMENT:

The Chamber of Deputies, in its session of
26 July 2019;

Pursuant to the Constitution of the Republic
of Rwanda of 2003 revised in 2015,
especially in Articles 5, 6, 7, 64, 69, 70, 88,
90, 91, 106, 112, 119, 120 and 176;

Pursuant to the Organic Law n° 29/2005 of
31/12/2005 determining the administrative
entities of the Republic of Rwanda as
modified and complemented to date;

Pursuant to Organic Law n° 12/2013/OL of
12/09/2013 on State Finances and property;

LE PARLEMENT:

La Chambre des Députés, en sa séance du 26
juillet 2019 ;

Vu la Constitution de la République du
Rwanda de 2003 révisée en 2015,
spécialement en ses articles 5, 6, 7, 64, 69,
70, 88, 90, 91, 106, 112, 119, 120 et 176;

Vu la Loi Organique n° 29/2005 du
31/12/2005 portant organisation des entités
administratives de la République du Rwanda
telle que modifiée et complétée à ce jour;

Vu la Loi Organique n° 12/ 2013/OL du
12/09/2013 relative aux finances et au
patrimoine de l'État ;

Isubiye ku Itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzego z'imitegekere y'Igihugu zegerejwe abaturage;

Having reviewed Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities;

Revu la Loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées;

YEMEJE:

ADOPTS:

ADOPTE:

UMUTWE WA MBERE: INGINGO RUSANGE

Ingingo ya mbere: Icyo iri tegeko rigamije

Iri tegeko rigena imitunganyirize n'imikorere by'Umujiyi wa Kigali.

Ingingo ya 2: Inzego z'imitegekere y'Igihugu zigize Umujiyi wa Kigali

Umujiyi wa Kigali ugabanyijemo Uturere, Uturere tugabanyijemo Imirenge, Imirenge igabanyijemo Utugari n'Utugari tugabanyijemo Imidugudu.

Inzego zose zivugwa mu gika cya mbere cy'iyi ngingo ni inzego z'imitegekere y'Igihugu zegerejwe abaturage.

Ingingo ya 3: Ubuzimagatozi

Umujiyi wa Kigali ni urwego rw'Igihugu rwegerejwe abaturage rufite ubutegetsi bwihariye, ubuzimagatozi, ubwigenge mu miyoborere no mu micungire y'umutungo n'abakozi.

CHAPTER ONE: PROVISIONS

Article One: Purpose of this Law

This Law governs the organisation and functioning of the City of Kigali.

Article 2: Administrative entities of the City of Kigali

The City of Kigali is divided into Districts, Districts are divided into Sectors, Sectors are divided into Cells, and Cells are divided into Villages.

All entities mentioned in Paragraph One of this Article are decentralised administrative entities.

Article 3: Legal personality

The City of Kigali is a decentralised entity with specialised administration, legal personality, administrative and financial autonomy.

CHAPITRE PREMIER: DISPOSITIONS GENERALES

Article premier: Objet de la présente loi

La présente loi porte organisation et fonctionnement de la Ville de Kigali.

Article 2: Organes administratifs composant la Ville de Kigali

La Ville de Kigali est subdivisée en Districts, les Districts sont subdivisés en Secteurs, les Secteurs sont subdivisés en Cellules et les Cellules sont subdivisées en Villages.

Tous les organes mentionnés à l'alinéa premier du présent article sont des entités administratives décentralisées.

Article 3: Personnalité juridique

La Ville de Kigali est une entité administrative décentralisée dotée d'une administration particulière, de la personnalité juridique, de l'autonomie administrative et financière.

Uturere, Imirenge, Utugari n'Imidugudu by'Umujiyi wa Kigali ni inzego z'imitgekerekere y'Ighugu zegerezwe abaturage zidafite ubuzimagatozi.

Iningo ya 4: Urwego ruyobora Umujiyi wa Kigali

Umujiyi wa Kigali uyoborwa n'Inama Njyanama yawo.

Iningo ya 5: Icyicaro cy'Umujiyi wa Kigali

Icyicaro cy'Umujiyi wa Kigali kigenwa n'Iteka rya Perezida.

Iningo ya 6: Icyicaro cy'Akarere

Icyicaro cy'Akarere gishyirwaho n'Iteka rya Minisitiri ufile ubutegetsi bw'Ighugu mu nshingano ze, ashingiye ku cyemezo cy'Inama Njyanama y'Umujiyi wa Kigali.

UMUTWE WA II: INSHINGANO, IMITERERE N'IMIKORERE BY'INZEGO Z'UBUYOBOZI Z'UMUJYI WA KIGALI

Icyiciro cya mbere: Inshingano z'Umujiyi wa Kigali n'inzego zawo

Iningo ya 7: Inshingano z'Umujiyi wa Kigali

Umujiyi wa Kigali ufile inshingano zikurikira:

Districts, Sectors, Cells and Villages of the City of Kigali are decentralised administrative entities without legal personality.

Article 4: Organ that manages the City of Kigali

The City of Kigali is managed by its Council.

Article 5: Head office of the City of Kigali

The head office of the City of Kigali is determined by a Presidential Order.

Article 6: Head office of the District

An Order of the Minister in charge of local government establishes, upon the decision of the Council of the City of Kigali, the head office of the District.

CHAPTER II: RESPONSIBILITIES, ORGANISATION AND FUNCTIONING OF MANAGEMENT ORGANS OF THE CITY OF KIGALI

Section One: Responsibilities of the City of Kigali and its organs

Article 7: Responsibilities of the City of Kigali

The City of Kigali has the following responsibilities:

Les Districts, les Secteurs, les Cellules et les Villages de la Ville de Kigali sont des entités administratives décentralisées sans personnalité juridique.

Article 4: Organe de direction de la Ville de Kigali

La Ville de Kigali est dirigée par son Conseil.

Article 5: Siège de la Ville de Kigali

Le siège de la Ville de Kigali est déterminé par arrêté présidentiel.

Article 6: Siège du District

Un arrêté du Ministre ayant l'administration locale dans ses attributions, sur base de la résolution du Conseil de la Ville de Kigali, établit le siège du District.

CHAPITRE II: ATTRIBUTIONS, ORGANISATION ET FONCTIONNEMENT DES ORGANES DE DIRECTION DE LA VILLE DE KIGALI

Section première: Attributions de la Ville de Kigali et ses organes

Article 7: Attributions de la Ville de Kigali

La Ville de Kigali a les attributions suivantes:

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| <p>1° gushyira mu bikorwa politiki z'Igihugu;</p> <p>2° gukurikirana ishyirwa mu bikorwa rya politiki z'Igihugu mu Turere;</p> <p>3° gutegeura igenamigambi ry'Iterambere ry'Umujiyi wa Kigali no kurishyira mu bikorwa;</p> <p>4° gutegeura igishushanyombonera cy'Umujiyi wa Kigali, ibishushanyombonera byihariye no kubishyira mu bikorwa;</p> <p>5° guteza imbere ibikorwa remezo n'imiturire by'Umujiyi wa Kigali;</p> <p>6° guteza imbere ibikorwa bijyanye n'imibereho y'abaturage n'iterambere ry'ubukungu;</p> <p>7° kwita ku bikorwa byo kubungabunga umutekano w'abantu n'ibantu mu Mujyi wa Kigali;</p> <p>8° gutanga umurongo ngenderwaho no guhuza ibikorwa by'Uturere;</p> <p>9° gukurikirana ibikorwa n'imikorere by'Uturere n'iby'izindi nzego z'imrimo za Leta zikorera ku rwego rw'Umujiyi wa Kigali;</p> <p>10° kwita ku isuku, isukura no gutunganya amazi mu Mujyi wa Kigali;</p> | <p>1° to ensure the implementation of national policies;</p> <p>2° to monitor the implementation of national policies in Districts;</p> <p>3° to prepare the development plan of the City of Kigali and ensure its implementation;</p> <p>4° to prepare the master plan of the City of Kigali, specific master plans and to ensure their implementation,</p> <p>5° to develop infrastructure and urbanization of the City of Kigali;</p> <p>6° to promote social welfare and economic development activities;</p> <p>7° to ensure the safety of people and goods in the City of Kigali;</p> <p>8° to issue guidelines and to coordinate activities of Districts;</p> <p>9° to monitor activities and functioning of Districts and other State organs operating at the level of the City of Kigali;</p> <p>10° to ensure hygiene, sanitation and water treatment in the City of Kigali;</p> | <p>1° assurer la mise en exécution des politiques nationales;</p> <p>2° faire le suivi de la mise en exécution des politiques nationales dans les Districts;</p> <p>3° préparer la planification du développement de la Ville de Kigali et la mettre en exécution;</p> <p>4° préparer le schéma directeur de la Ville de Kigali, les schémas directeurs spécifiques et les mettre en exécution;</p> <p>5° développer les infrastructures et l'urbanisme de la Ville de Kigali;</p> <p>6° promouvoir les activités sociales et le développement économique;</p> <p>7° assurer la sécurité des personnes et des biens dans la Ville de Kigali;</p> <p>8° donner des lignes directrices et coordonner les activités des Districts;</p> <p>9° faire le suivi des activités et du fonctionnement des Districts et d'autres organes de l'État opérant au niveau de la Ville de Kigali;</p> <p>10° assurer l'hygiène, l'assainissement et le traitement de l'eau dans la Ville de Kigali;</p> |
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11° gutegura igenamigambi ry'itwara ry'abantu n'ibantu mu Mujyi wa Kigali no kurishyira mu bikorwa;

12° gushaka umutungo no gushyiraho ingamba n'amabwiriza yo gukusanya imisoro n'amahoro hakurikijwe amategeko abigenga;

13° guteza imbere no gukurikirana ibikorwa by'ishoramari mu Mujyi wa Kigali;

14° gutanga serivisi zidatangirwa ku zindi nzego z'imitgekere y'Ighugu z'Umujiyi wa Kigali;

15° guteza imbere ubutwererane n'ubufatanye n'izindi nzego zaba izo mu gihugu cyangwa izo mu mahanga;

Icyiciro cya 2: Inzego z'ubuyobozi z'Umujiyi wa Kigali

Ingingo ya 8: Inzego z'ubuyobozi z'Umujiyi wa Kigali

Inzego z'Ubuyobozi z'Umujiyi wa Kigali ni izi zikurikira:

- 1° Inama Njyanama;
- 2° Komite Nyobozi;

11° to develop and implement the plan of action for the transport of persons and goods in the City of Kigali;

12° to mobilise resources and put in place strategies for collection of taxes and fees in accordance with relevant laws;

13° to promote and follow up investment activities in the City of Kigali;

14° to provide services that are not rendered by other administrative entities of the City of Kigali;

15° to promote cooperation and partnership with other organs at national or international levels.

Section 2: Management organs of the City of Kigali

Article 8: Management organs of the City of Kigali

Management organs of the City of Kigali are:

- 1° the Council;
- 2° the Executive Committee;

11° élaborer et mettre en exécution la planification de transport des personnes et des biens dans la Ville de Kigali;

12° mobiliser des ressources et mettre en place des stratégies de la collecte des impôts et taxes conformément à la législation en la matière;

13° promouvoir et assurer le suivi des activités d'investissement dans la Ville de Kigali;

14° délivrer les services qui ne sont pas rendus par les autres entités administratives de la Ville de Kigali;

15° promouvoir le partenariat et la coopération entre la Ville de Kigali et les autres organes au niveau national ou international.

Section 2: Organes de direction de la Ville de Kigali

Article 8: Organes de direction de la Ville de Kigali

Les organes de direction de la Ville de Kigali sont les suivants:

- 1° le Conseil;
- 2° le Comité Exécutif;

3° Ubuyobozi Bukuru bw'Ibikorwa 3° the City Management Office;

3° le Bureau de Gestion de la Ville;

4° Komite y'Umutekano.

4° the Security Committee.

4° le Comité de Sécurité.

Iteka rya Perezida rishobora gushyiraho Komite Ngishwanama y'Umujiyi wa Kigali rikanagena inshingano, imiterere n'imikorere byayo.

A Presidential Order may establish an Advisory Committee of the City of Kigali and determine its responsibilities, organization and functioning.

Un arrêté présidentiel peut créer un Comité Consultatif de la Ville de Kigali et déterminer ses attributions, organisation et fonctionnement.

Imikorere y'inzezo z'Ubuyobozi z'Umujiyi wa Kigali zivugwa mu gace ka mbere, aka 2° n'aka 3° tw'igika cya mbere cy'iyi ngingo igenwa n'amategeko ngengamikorere y'Inama Njyanama.

The functioning of organs of the City of Kigali referred to under items 1°, 2° and 3° of paragraph one of this article is determined by Internal Rules and Regulations of the Council.

Le fonctionnement des organes de la Ville de Kigali visés aux points 1°, 2° et 3° du premier paragraphe de cet article est déterminé par le Règlement d'ordre intérieur du Conseil.

Akiciro ka mbere: Inama Njyanama y'Umujiyi wa Kigali

Sub-section One: Council of the City of Kigali

Sous-section première: Conseil de la Ville de Kigali

Ingingo ya 9: Inshingano z'Inama Njyanama y'Umujiyi wa Kigali

Article 9: Responsibilities of the Council of the City of Kigali

Article 9: Attributions du Conseil de la Ville de Kigali

Inama Njyanama y'Umujiyi wa Kigali ishinzwe gufata ibyemezo, ingamba no gushyiraho amabwiriza kuri ibi bikurikira:

The Council of the City of Kigali is responsible for taking decisions, putting in place strategies and issue instructions on the following:

Le Conseil de la Ville de Kigali est chargé de prendre des décisions, de mettre en place des stratégies et de donner des instructions sur les points suivants:

1° ingamba z'iterambere ry'Umujiyi wa Kigali n'uko zishyirwa mu bikorwa ;

1° development strategies of the City of Kigali and their implementation;

1° les stratégies de développement de la Ville de Kigali et leur mise en exécution;

2° ingengo y'imari y'Umujiyi wa Kigali n'ishyirwa mu bikorwa ryayo;

2° the budget of the City of Kigali and its execution;

2° le budget de la Ville de Kigali et son exécution;

3° gahunda y'ibikorwa y'Umujiyi wa Kigali n' ishyirwa mu bikorwa ryayo;

3° action plan of the City of Kigali and its implementation;

3° le plan d'action de la Ville de Kigali et sa mise en exécution;

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| <p>4° ibikorwa remezo n'imiturire mu Mujyi wa Kigali;</p> <p>5° igishushanyombonera cy'imitunganyirize y'ahantu n'umujiyi, igishushanyo rusange cy'itunganywa ry'ahantu, igishushanyo cyihariye cy'itunganywa ry'ahantu, n'igishushanyo cy'ikatwa ry'ibibanza by'Umujiyi wa Kigali hakurikijwe amategeko abigenga;</p> <p>6° imari ishorwa mu bigo cyangwa mu masosiyete y'ubucuruzi Umujiyi wa Kigali ushaka kugiramo imigabane hakurikijwe amategeko abigenga;</p> <p>7° itwara ry'abantu n'ibantu mu Mujyi wa Kigali;</p> <p>8° umushinga w'inzego z'imirimo z'Umujiyi wa Kigali, imishahara n'ibindi bigenerwa abakozi bishyirwaho n'Iteka rya Minisitiri w'Intebe;</p> <p>9° inyongera y'umushahara mbumbe w'abakozi, hashingiwe ku bushobozi bw'Umujiyi wa Kigali;</p> <p>10° ikigereranyo cy'amahoro yakwa mu Mujyi wa Kigali hakurikijwe amategeko;</p> <p>11° ubutwererane n'ubufatanye n'izindi nzego zaba izo mu gihugu cyangwa izo mu mahanga;</p> | <p>4° infrastructure and urbanization in the City of Kigali;</p> <p>5° master plan for land management and urban planning, local land development plan, specific land development plan and the land subdivision plan, of the City of Kigali in accordance with relevant laws;</p> <p>6° funds to be invested in enterprises or companies in which the City of Kigali intends to have shares in accordance with relevant laws;</p> <p>7° transportation of persons and goods within the City of Kigali;</p> <p>8° draft organisational structure of the City of Kigali, salary and other benefits of the staff determined by a Prime Minister's Order;</p> <p>9° increase of the staff gross salary according to the resources of the City of Kigali;</p> <p>10° charge rates levied in the City of Kigali in accordance with the law;</p> <p>11° cooperation and partnership with other organs at national and international levels;</p> | <p>4° les infrastructures et l'urbanisme dans la Ville de Kigali;</p> <p>5° le schéma directeur d'aménagement et d'urbanisme, le plan d'aménagement local, le plan d'aménagement particulier et le plan de lotissement, de la Ville de Kigali conformément à la législation en la matière;</p> <p>6° les fonds à investir dans les établissements ou les sociétés commerciales dans lesquels la Ville de Kigali veut avoir des actions conformément à la législation en la matière;</p> <p>7° le transport des personnes et des biens dans la Ville de Kigali;</p> <p>8° le projet de cadre organique de la Ville de Kigali, les salaires et autres avantages accordés au personnel déterminés par arrêté du Premier Ministre;</p> <p>9° l'augmentation du salaire brut du personnel selon les ressources de la Ville de Kigali;</p> <p>10° les taux des frais à percevoir dans la Ville de Kigali conformément à la législation;</p> <p>11° la coopération et le partenariat avec d'autres organes aux niveaux national et international;</p> |
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12°imicungire y'umutungo w'Umujiyi wa Kigali;

13°umwenda Umujiyi wa Kigali wafata n'uburyo bwo kuwishyura hubahirijwe ibiteganywa n'amategeko;

14°ibikorwa bijyanye n'imibereho y'abaturage n'iterambere ry'ubukungu;

15°kwakira, kugurisha cyangwa gutangira ubuntu umutungo bwite utimukanwa w'Umujiyi wa Kigali hakurikijwe amategeko abigenga;

16°gukurikirana no kugenzura ibikorwa bya Komite Nyobozi y' Umujiyi wa Kigali n'iby' Umuyobozi Mukuru w'Ibikorwa by'Umujiyi;

17°ishyirwa mu bikorwa ry'imyanzuro ya raporo y'Umugenzuzi Mukuru w'imari ya Leta;

18°ishyirwa mu bikorwa ry'imyanzuro y'Inama Njyanama;

19°amategeko ngengamikorere agenga Inama Njyanama y'Umujiyi wa Kigali n'aya Komite Nyobozi y'Umujiyi wa Kigali;

12°management of the property of the City of Kigali;

13°loan that the City of Kigali may take and repayment modalities in accordance with the law;

14°activities related to social welfare and economic development;

15°acquisition, sale or donation of the private immovable property of the City of Kigali in accordance with relevant laws;

16°monitoring and oversight over activities of the Executive Committee of the City of Kigali and those of the City Manager;

17°implementation of recommendations included in the report of the Auditor General of State Finances;

18°implementation of the Council's resolutions;

19°the Internal Rules and Regulations governing the Council of the City of Kigali and the Executive Committee of the City of Kigali;

12°la gestion du patrimoine de la Ville de Kigali;

13°le crédit pouvant être contracté par la Ville de Kigali et modalités de remboursement conformément à la législation;

14°les activités en rapport avec le bien-être social et le développement économique;

15°acquisition, cession à titre onéreux ou à titre gratuit du patrimoine immobilier du domaine privé de la Ville de Kigali conformément à la législation en la matière;

16°suivi et contrôle des activités du Comité Exécutif de la Ville de Kigali et celles du Gestionnaire du Bureau de la Ville;

17°la mise en exécution des recommandations contenues dans le rapport de l'Auditeur Général des Finances de l'Etat;

18°l'exécution des résolutions du Conseil;

19°le Règlement d'ordre intérieur du Conseil de la Ville de Kigali et du Comité Exécutif de la Ville de Kigali;

20° ibihano byo mu rwego rw'ubutegetsi bihabwa abatubahiriza amabwiriza y'Inama Njyanama hakurikijwe amategeko.

Iningo ya 10: Ibyemezo by'Inama Njyanama

Ibyemezo by'Inama Njyanama y'Umujiyi wa Kigali bigomba kumenyeshwa Minisitiri ufile ubutegetsi bw'Ighugu mu nshingano ze bitarenze iminsi itanu (5) y'akazi kuva iteranye, na we akayigira inama areba ko ibyemezo byafashwe bitanyuranyije n'amategeko mu gihe kitarenze iminsi itanu (5) y'akazi uhoreye umunsi yabimenyesherejweho.

Iyo Minisitiri ufile Ubutegetsi bw'Ighugu mu nshingano ze ntacyo abivuzeho mu minsi itanu (5) y'akazi ikurikira umunsi byatangiweho icyemezo cy'iyakira, Komite Nyobozi y'Umujiyi wa Kigali ishyira mu bikorwa ibyemezo byafashwe n'Inama Njyanama.

Iyo Minisitiri asanze icyemezo cyafashwe kinyuranyije n'amategeko, abimenyesha Inama Njyanama y'Umujiyi wa Kigali mu nyandiko isobanura impamvu ayisaba kugisubiramo, kopi ikohererezwa Minisitiri w'Intebe.

20° administrative sanctions to be imposed on those who fail to comply with regulations of the Council in accordance with the law.

Article 10: Decisions of the Council

The decisions of the Council of the City of Kigali must be communicated to the Minister in charge of local government within five (5) working days from the day its meeting is held. The Minister in turn gives his or her views ensuring that the decisions are in compliance with the law, within five working (5) days from the day of notification.

If the Minister in charge of local government does not give his or her opinion within five (5) working days following the date of issuance of acknowledgment of receipt, the Executive Committee of the City of Kigali implements the decisions taken by the Council.

When the Minister finds that the decision taken is inconsistent with the law, he or she informs the Council of the City of Kigali thereof in writing outlining reasons for his or her request for reconsideration of the decision and reserves a copy to the Prime Minister.

20° les sanctions administratives à imposer à ceux qui violent les règlements du Conseil conformément à la législation.

Article 10: Décisions du Conseil

Les décisions du Conseil de la Ville de Kigali sont transmises au Ministre ayant l'administration locale dans ses attributions dans les cinq (5) jours ouvrables à compter de la tenue de sa réunion. Le Ministre doit donner son avis en s'assurant que les décisions prises sont conformes à la loi, endéans cinq (5) jours ouvrables à compter de la notification.

A défaut de l'avis du Ministre ayant l'administration locale dans ses attributions dans un délai de cinq (5) jours ouvrables suivant le jour de l'accusé de réception, le Comité Exécutif de la Ville de Kigali exécute les décisions prises par le Conseil.

Si le Ministre constate que la décision prise est contraire à la loi, il en avise le Conseil de la Ville de Kigali par écrit en précisant les motifs de sa demande de réexamen de la décision et réserve copie au Premier Ministre.

Iningo ya 11: Abagize Inama Njyanama y'Umujiyi wa Kigali na manda yabo

Inama Njyanama y'Umujiyi wa Kigali igizwe n'Abajyanama bakurikira:

1° babiri (2) bagizwe n'umugabo n'umugore baturuka muri buri Karere batorwa hakurikijwe itegeko ngenga rigenga amatora;

2° batanu (5) bashyirwaho n'Iteka rya Perezida bamaze kwemezwa n'Inama y'Abaminisitiri.

Iteka rya Perezida rishobora kongera cyangwa kugabanya umubare w'Abajyanama bavugwa mu gika cya mbere agace ka 2° by'iyi ngingo. Abajyanama b'Umujiyi wa Kigali bagira manda y'imyaka itanu (5) ishobora kongerwa.

Iningo ya 12: Biro y'Inama Njyanama y'Umujiyi wa Kigali

Abagize Inama Njyanama y'Umujiyi wa Kigali bitoramo Biro igizwe na Perezida, Visi Perezida n'Umunyamabanga. Nibura mirongo itatu ku ijana (30%) by'abayigize bagomba kuba ari abagore.

Iningo ya 13: Inshingano za Biro y'Inama Njyanama y'Umujiyi wa Kigali

Biro y'Inama Njyanama ifite inshingano zikurikira:

Article 11: Members of the Council of the City of Kigali and their term of office

The Council of the City of Kigali is comprised of the following members:

- 1° two (2) members including a man and a woman, from each District and elected in accordance with the organic law governing elections;
- 2° five (5) members appointed by a Presidential Order after being approved by the Cabinet.

A Presidential Order may increase or reduce the number of members of the Council provided for by Paragraph One item 2° of this Article. Members of the Council of the City of Kigali have a term of office of five (5) years renewable.

Article 12: Bureau of the Council of the City of Kigali

Members of the Council of the City of Kigali elect from among themselves the Bureau comprised of a Chairperson, a Deputy-Chairperson and a Secretary. At least thirty per cent (30%) of members of the Bureau must be female.

Article 13: Responsibilities of the Bureau of the Council of the City of Kigali

The Bureau of the Council has the following responsibilities:

Article 11: Membres du Conseil de la Ville de Kigali et leur mandat

Le Conseil de la Ville de Kigali est composé des membres suivants:

- 1° deux (2) membres dont un homme et une femme, provenant de chaque District et élus conformément à la loi organique régissant les élections;
- 2° cinq (5) membres nommés par arrêté présidentiel après leur approbation par le Conseil des Ministres.

Un arrêté présidentiel peut augmenter ou réduire le nombre des membres du Conseil prévus par l'alinéa premier point 2° du présent article. Les membres du Conseil de la Ville de Kigali ont un mandat de cinq (5) ans, renouvelable.

Article 12: Bureau du Conseil de la Ville de Kigali

Les membres du Conseil de la Ville de Kigali élisent en leur sein le Bureau composé d'un Président, un Vice-président et un Secrétaire. Au moins trente pour cent (30%) des membres du Bureau doivent être de sexe féminin.

Article 13: Attributions du Bureau du Conseil de la Ville de Kigali

Le Bureau du Conseil a les attributions suivantes:

1° gutegura no kuyobora inama y'Inama Njyanama;	1 ° to prepare and chair the meeting of the Council;	1 ° préparer et diriger la réunion du Conseil;
2° gukurikirana ishyirwa mu bikorwa ry'ibyemezo by'Inama Njyanama;	2 ° to monitor the implementation of the decisions of the Council;	2 ° faire le suivi de la mise en application des décisions du Conseil;
3° gukorora izindi nshingano yahabwa n'Inama Njyanama.	3 ° to perform any other duties as may be assigned by the Council.	3 ° s'acquitter de toute autre attribution que le Conseil peut lui confier.
Iningo ya 14: Inshingano z'Abagize Biro y'Inama Njyanama	Article 14: Responsibilities of members of the Bureau of the Council	Article 14: Attributions des membres du Bureau du Conseil
Inshingano z'Abagize Biro y'Inama Njyanama zigenwa n'amategeko ngengamikorere.	The responsibilities of members of the Bureau of the Council are determined by internal rules and regulations.	Les attributions des membres du Bureau du Conseil sont déterminées par le Règlement d'ordre intérieur.
Iningo ya 15: Komisiyo zigize Inama Njyanama y'Umujiyi wa Kigali	Article 15: Commissions of the Council of the City of Kigali	Article 15: Commissions du Conseil de la Ville de Kigali
Inama Njyanama y'Umujiyi wa Kigali igizwe na Komisiyo zikurikira:	The Council of the City of Kigali consists of the following Commissions:	Le Conseil de la Ville de Kigali est composé des Commissions suivantes:
1° Komisiyo y'ibikorwa remezo n'imiturire;	1° Commission on Infrastructure and Urbanization;	1° la Commission des infrastructures et de l'urbanisme;
2° Komisiyo y'ubukungu, imibereho y'Abaturage n'Imiyoborere Myiza.	2° Commission on Socio-economic Affairs and Good Governance.	2° la Commission des affaires socio-économiques et de la bonne gouvernance.
Buri Mujyanama agira Komisiyo akoreramo. Umubare w'abagize buri Komisiyo ugenwa na Biro y'Inama Njyanama.	Each member of the Council is a member of one of the Commissions. The number of members of each Commission is determined by the Bureau of the Council.	Chaque membre du Conseil fait partie de l'une des Commissions. Le nombre des membres de chaque Commission est déterminé par le bureau du Conseil.
Inama Njyanama kandi ishobora gushyiraho Komisiyo idasanzwe yiga ikibazo cyihariye, ikarangiza manda yayo itanze raporo.	The Council may also create ad hoc Commission to deal with a specific issue	Le Conseil peut également créer une Commission ad hoc pour étudier un

<p><u>Iningo ya 16: Ubuyobozi bwa Komisiyo</u></p> <p>Abajyanama bagize buri Komisiyo bitoramo umuyobozi n'umwanditsi b'iyo Komisiyo.</p> <p>Icyakora, abagize Biro y'Inama Njyanama n'abagize Komite Nyobozi ntibemerewe kuyobora Komisiyo.</p>	<p>and its mandate ends with the submission of the report.</p> <p><u>Article 16: Chairpersonship of the Commission</u></p> <p>Members of the Council of each Commission elect from among themselves a Chairperson and a rapporteur of the Commission.</p> <p>However, members of the Bureau of the Council and members of the Executive Committee are not allowed to head a Commission.</p>	<p>problème particulier et son mandat se termine avec la remise du rapport.</p> <p><u>Article 16: Présidence d'une Commission</u></p> <p>Les membres du Conseil de chaque Commission élisent en leur sein le Président et le rapporteur de cette Commission.</p> <p>Toutefois, les membres du Bureau du Conseil et les membres du Comité Exécutif ne sont pas autorisés à assurer la présidence d'une Commission.</p>
<p><u>Iningo ya 17: Komite Ngenzusi y'Umujiyi wa Kigali</u></p> <p>Inama Njyanama y'Umujiyi wa Kigali yitoramo abagize Komite Ngenzusi.</p> <p>Minisitiri ufile imari ya Leta mu nshingano ze agena amabwiriza yihariye agena inshingano, imiterere n'imikorere ya Komite Ngenzusi.</p>	<p>The Council of the City of Kigali elects from among itself members of the Audit Committee.</p> <p>The Minister in charge of State finance issues special regulations governing the responsibilities, organization and functioning of the Audit Committee.</p>	<p>Le Conseil de la Ville de Kigali élit en son sein les membres du Comité d'audit.</p> <p>Le Ministre ayant les finances de l'État dans ses attributions édicte les règlements spéciaux régissant les attributions, l'organisation et le fonctionnement du Comité d'audit.</p>
<p><u>Iningo ya 18: Ibigenerwa abagize Komite Ngenzusi y'Umujiyi wa Kigali</u></p> <p>Ibigenerwa abagize Komite Ngenzusi y'Umujiyi wa Kigali igithe bitabiriye imirimo ya Komite bingana n'ibigenerwa abagize</p>	<p>Allowances for members of the Audit Committee who are on duty of the Committee are equivalent to the sitting allowances of members of the Council.</p>	<p><u>Article 17: Audit Committee of the City of Kigali</u></p> <p><u>Article 17: Comité d'audit de la Ville de Kigali</u></p> <p><u>Article 18: Allowances for the members of the Audit Committee of the City of Kigali</u></p> <p><u>Article 18: Indemnités allouées aux membres du Comité d'audit de la Ville de Kigali</u></p> <p>Les indemnités allouées aux membres du Comité d'audit participant aux travaux du Comité sont équivalentes aux jetons de présence des membres du Conseil.</p>

Inama Njyanama igihe bitabiriye inama y'Inama Njyanama.

Iningo ya 19: Ibigenerwa abagize Inama Njyanama y'Umujiyi wa Kigali

Iteka rya Minisitiri ufile Ubutegetsi bw'Ighugu mu nshingano ze rigena insimburamubyizi n'amafaranga y'urugendo abajyanama bahabwa igihe bateranye mu nama y'Inama Njyanama y'Umujiyi wa Kigali yaba isanzwe cyangwa idasanzwe, iya Biro cyangwa iya Komisiyo.

Iningo ya 20: Impamvu zituma Umujyanama ava mu mwanya w'ubujyanama bw'Umujiyi wa Kigali

Umujyanama w'Umujiyi wa Kigali ava muri uwo mwanya iyo:

- 1° yeguye akoresheje inyandiko;
- 2° yakatiwe burundu igifungo kingana cyangwa kirengeje amezi atandatu (6);
- 3° yakatiwe igihano cy'imirimo y'inyungu rusange;
- 4° ahamwe n'icyaha cya Jenoside yakorewe Abatutsi cyangwa icy'ingengabitekerez yo Jenoside;

Article 19: Sitting allowances for members of the Council of the City of Kigali

An Order of the Minister in charge of local government determines sitting and transport allowances granted to members of the Council of the City of Kigali when they meet in an ordinary or extraordinary session of the Council, of the Bureau or of a Commission.

Article 20: Reasons for ceasing of duties of a member of the Council of the City of Kigali

Duties of a member of the Council of the City of Kigali ceases if:

- 1° he or she resigns in writing;
- 2° he or she is definitively sentenced to a term of imprisonment equal to or exceeding six (6) months;
- 3° he or she is sentenced to a penalty of community service;
- 4° he or she is convicted of the crime of genocide against the Tutsi or the crime of genocide ideology;

Article 19: Jetons de présence des membres du Conseil de la Ville de Kigali

Un arrêté du Ministre ayant l'administration locale dans ses attributions détermine le montant de jetons de présence et des indemnités de transport alloués aux membres du Conseil de la Ville de Kigali lorsqu'ils se réunissent en session ordinaire ou extraordinaire du Conseil, du Bureau ou d'une Commission.

Article 20: Motifs de cessation des fonctions de membre du Conseil de la Ville de Kigali

Les fonctions du membre du Conseil de la Ville de Kigali cessent si:

- 1° il démissionne par écrit;
- 2° il est condamné définitivement à une peine d'emprisonnement égale ou supérieure à six (6) mois;
- 3° il est condamné à une peine de travaux d'intérêt général ;
- 4° il est reconnu coupable du crime de génocide perpétré contre les Tutsi ou du crime d'idéologie du génocide ;

- 5° yireze akemera icyaha cya jenoside yakorewe Abatutsi;
- 6° yasibye mu nama adafite impamvu inshuro eshatu (3) zikurikiranye;
- 7° yemeye undi murimo udashobora kubangikanywa n'uw'ubujyanama;
- 8° ahagaritswe kuri uwo mwanya n'Inama Njyanama;
- 9° agize uburwayi butuma adashobora kurangiza inshingano ze, byemejwe na muganga wemewe na Leta;
- 10° iyo impamvu zashingiweho kugira ngo abe Umujyanama zitakiriho;
- 11° arangije manda ye;
- 12° Inama Njyanama isheshwe;
- 13° apfuye.

Iningo ya 21: Iseswa ry'Inama Njyanama y'Umujiyi wa Kigali

Inama Njyanama y'Umujiyi wa Kigali ishobora guseswa n'Iteka rya Perezida iyo:

- 5° he or she pleads guilty to the crime of genocide against the Tutsi;
- 6° he or she is absent in three (3) consecutive meetings without justified reasons;
- 7° he or she accepts another position that is incompatible with being a member of the Council;
- 8° he or she is suspended from such a duty by the Council;
- 9° he or she is unable to discharge his/her duties as a result of an illness that is certified by a recognized medical doctor;
- 10° the reasons for being a member of the Council do not stand anymore;
- 11° his or her term of office expires;
- 12° the Council is dissolved;
- 13° he or she dies.

Article 21: Dissolution of the Council of the City of Kigali

The Council of the City of Kigali may be dissolved by a Presidential Order if:

- 5° il fait aveu de culpabilité du crime de génocide perpétré contre les Tutsi;
- 6° il est absent aux réunions trois (3) fois successives sans raison valable;
- 7° il a accepté une autre fonction incompatible avec la fonction de membre du Conseil;
- 8° il est suspendu de ses fonctions par le Conseil;
- 9° il est incapable de remplir ses fonctions à la suite d'une maladie constatée par un médecin agréé;
- 10° les raisons qui ont été à la base d'être membre du Conseil n'existent plus;
- 11° son mandat expire;
- 12° le Conseil est dissous;
- 13° il décède.

Article 21: Dissolution du Conseil de la Ville de Kigali

Le Conseil de la Ville de Kigali peut être dissous par arrêté présidentiel dans les cas suivants:

1° bisabwe na kimwe cya gatatu (1/3) cy'abagize Inama Njyanama kandi bigaragara ko bifitiye abaturage akamaro;

2° habaye imidugararo biturutse ku bagize Inama Njyanama;

3° bigaragaye ko Inama Njyanama itagishoboye kuzuza inshingano zayo.

1° a third (1/3) of the members of the Council requests so and when it is evident that it is in the interest of the population;

2° there has been unrest caused by the members of the Council;

3° it is evident that the Council no longer fulfills its responsibilities.

1° sur demande d'un tiers (1/3) des membres du Conseil dans l'intérêt manifeste de la population ;

2° en cas de troubles causés par les membres du Conseil;

3° quand le Conseil manifeste l'incapacité de remplir ses attributions.

Iningo ya 22: Ubuyobozi bw'inzibacyuho mu gihe Inama Njyanama y'Umujiyi wa Kigali yasheshwe

Perezida wa Repubulika ashviraho abamuhagararira iyo Inama Njyanama y'Umujiyi wa Kigali isheshwe. Mu gihe kitarenze amezi atatu (3) hajyaho Abajyanama bashya hakurikijwe ibiteganywa mu ngingo ya 10 y'iri tegeko. Abahagarariye Perezida wa Repubulika barangiza manda bahawe ari uko bakoze ihererekanyabubasha n'abayobozi bashya batowe.

Icyakora, Perezida wa Repubulika, akoresheje iteka, ashobora kongera igihe kivugwa mu gika cya mbere cy'iyi ngingo.

Iyo Inama Njyanama isheshwe hasigaye amezi atarenze atandatu (6) kugira ngo manda irangire, nta bandi Bajyanama batorwa cyangwa ngo bashyirweho muri icyo gihe.

Article 22: Transitional management in case of dissolution of the Council of the City of Kigali

The President of the Republic appoints his or her representatives if the Council of the City of Kigali is dissolved. New members of the Council are established within three (3) months in accordance with provisions of Article 11 of this Law. The term of office of the representatives of the President of the Republic comes to an end after the handover ceremony with new leaders.

However, the President of the Republic may, through an Order, extend the time provided for under Paragraph One of this Article.

If the Council is dissolved when the remaining term of office is not more than six (6) months, there is no election or appointment of other members of the Council in that period.

Article 22: Direction transitoire en cas de dissolution du Conseil de la Ville de Kigali

Lorsque le Conseil est dissous, le Président de la République nomme ses représentants. Les nouveaux membres du Conseil sont établis endéans trois (3) mois conformément aux dispositions de l'article 11 de la présente loi. Le mandat des représentants du Président de la République prend fin après la cérémonie de remise et reprise avec les nouveaux dirigeants.

Toutefois, le Président de la République peut, par voie d'arrêté, prolonger la période prévue à l'alinéa premier du présent article.

Si le Conseil est dissous alors qu'il ne reste qu'une durée du mandat ne dépassant pas six (6) mois, il n'y a pas d'élections ou de nomination d'autres membres du Conseil dans cette période.

Akiciro ka 2: Komite Nyobozi y'Umujiyi wa Kigali

Ingingo ya 23: Inshingano za Komite Nyobozi y'Umujiyi wa Kigali

Komite Nyobozi y'Umujiyi wa Kigali ifite inshingano zikurikira:

1° gushyira mu bikorwa politiki za Leta;

2° kumenyekanisha amabwiriza n'ibyemezo by'Inama Njyanama y'Umujiyi wa Kigali no gushishikariza inzego z'ubuyobozi bw'Umujiyi wa Kigali n'abaturage kubyubahiriza ;

3° gutegura gahunda y'igenamigambi ry'iterambere n'ishyirwa mu bikorwa ryayo no kuyishyikiriza Inama Njyanama kugira ngo iyemeze;

4° gutegura umushinga w'ingengo y'imari y'Umujiyi wa Kigali, kuwugaragariza Inama Njyanama y'Umujiyi wa Kigali kugirango yemeze ingengo y'imari;

5° gukurikirana uko ingengo y'imari ishyirwa mu bikorwa no gushyikiriza raporo Inama Njyanama;

6° gufata ingamba zo kubungabunga no kwita ku mutekano w'abantu n'ibintu;

7° gutegura no gushyira mu bikorwa igishushanyombonera cy'imitunganyirize

Sub-section 2: Executive Committee of the City of Kigali

Article 23: Responsibilities of the Executive Committee of the City of Kigali

The Executive Committee of the City of Kigali has the following responsibilities:

1° to implement Government policies;

2° to disseminate regulations and decisions of the Council of the City of Kigali and call on the administrative organs of the City of Kigali and the population to comply with them;

3° to prepare the strategic development plan and its implementation and submit it to the Council for approval;

4° to prepare the budget proposal of the City of Kigali and introduce it to the Council of the City of Kigali for approval of the budget;

5° to monitor the execution of the budget and submit a report to the Council;

6° to put in place strategies to ensure the safety of persons and property;

7° to prepare and implement the master plan for land management and urban

Sous-section 2: Comité Exécutif de la Ville de Kigali

Article 23: Attributions du Comité Exécutif de la Ville de Kigali

Le Comité Exécutif de la Ville de Kigali a les attributions suivantes:

1° mettre en exécution les politiques de l'Etat;

2° diffuser les règlements et les décisions du Conseil de la Ville de Kigali et inviter les organes administratifs de la Ville de Kigali et la population à s'y conformer;

3° élaborer le plan de développement stratégique et sa mise en exécution et le soumettre au Conseil pour approbation;

4° préparer le projet de budget de la Ville de Kigali et le présenter au Conseil de la Ville de Kigali pour adoption du budget;

5° faire le suivi de la mise en exécution du budget et en donner rapport au Conseil;

6° prendre des stratégies visant à assurer la sécurité des personnes et des biens;

7° préparer et exécuter le schéma directeur d'aménagement et d'urbanisme, plan

- y'ahantu n'umujiyi, igishushanyo rusange cy'itunganywa ry'ahantu, igishushanyo cyihariye cy'itunganywa ry'ahantu n'igishushanyo cy'ikatwa ry'ibibanza by'Umujiyi wa Kigali kandi hakurikijwe amategeko abigenga;
- 8° guteza imbere no gukurikirana ibikorwa by'ishoramari mu Mujyi wa Kigali;
- 9° guteza imbere ibikorwa remezo n'imutire mu Mujyi wa Kigali no gukurikirana uko byitabwaho;
- 10° gutanga umurongo ngenderwaho mu gushyiraho ibikorwa remezo mu Mujyi wa Kigali;
- 11° kwita kuri gahunda n'ingamba z'imibereho y'abaturage n'iterambere ry'ubukungu no gukurikirana ishyirwa mu bikorwa ryazo;
- 12° kwemeza igurishwa ry'umutungo wimukanwa;
- 13° gushyikiriza Biro y'Inama Njyanama ibyo ibona ko ari ngombwa byashyirwa ku murongo w'ibyigwa n'Inama Njyanama;
- 14° gushyira mu bikorwa imyanzuro yavuye mu bufatanye bw'Umujiyi wa Kigali n'izindi nzego z'imrimo ya Leta zikorera ku rwego rw'Umujiyi wa Kigali;
- 15° gутегура no gushyikiriza Inama Njyanama y'Umujiyi wa Kigali raporo
- planning, local land development plan, specific land development plan and the land subdivision plan, of the City of Kigali and in accordance with the relevant laws;
- 8° to promote and monitor investment activities in the City of Kigali;
- 9° to promote infrastructure and urbanization in the City of Kigali and monitor their management;
- 10° to provide guidelines for the establishment of infrastructure in the City of Kigali;
- 11° to cater for programmes and strategies relating to social welfare and economic development and monitor their implementation;
- 12° to approve the sale of movable property;
- 13° to submit to the Bureau of the Council items it considers fit for inclusion on the agenda of the Council;
- 14° to implement resolutions derived from collaboration between the City of Kigali and other Government organs operating at the level of the City of Kigali;
- 15° to prepare and transmit to the Council of the City of Kigali a quarterly and annual
- d'aménagement local, plan d'aménagement particulier, plan de lotissement, de la Ville de Kigali et conformément à la législation en la matière;
- 8° assurer la promotion et le suivi des investissements dans la Ville de Kigali;
- 9° promouvoir les infrastructures et l'urbanisme dans la Ville de Kigali et faire le suivi de leur gestion;
- 10° donner des lignes directrices dans la mise en place des infrastructures dans la Ville de Kigali;
- 11° veiller aux programmes et stratégies en matière du bien-être social et en matière du développement économique et assurer le suivi de leur exécution ;
- 12° approuver la vente de biens meubles;
- 13° soumettre au Bureau du Conseil les points qu'il estime nécessaires à inscrire à l'ordre du jour du Conseil;
- 14° mettre en exécution les résolutions issues de la collaboration entre la Ville de Kigali et d'autres services de l'État œuvrant au niveau de la Ville de Kigali;
- 15° préparer et soumettre au Conseil de la Ville de Kigali un rapport d'activités

y'ibikorwa y'igihembwe n'iy'umwaka, Minisitiri ufite ubutegetsi bw'Ighugu mu nshingano ze akagenerwa kopi;	activity report and provide a copy to the Minister in charge of local government;	trimestriel et annuel et donner une copie au ministre ayant l'administration locale dans ses attributions;
16° gushakira Umujiyi wa Kigali abakozi no gukurikirana imicungire yabo hakurikijwe amategeko abigenga;	16° to recruit staff for the City of Kigali and monitor staff management in accordance with relevant laws;	16° recruter le personnel pour la Ville de Kigali et assurer le suivi de sa gestion conformément aux lois en la matière;
17° gufata ibyemezo mu bijyanye n'imicungire y'abakozi;	17° to take decisions relating to staff management;	17° prendre des décisions en matière de gestion du personnel;
18° gushyikiriza buri gihembwe Inama Njyanama raporo y'ishyirwa mu bikorwa ry'ibyemezo by'Inama Njyanama;	18° to submit to the Council a quarterly report on the implementation of the Council's decisions;	18° transmettre au Conseil un rapport trimestriel sur la mise en œuvre des décisions du Conseil;
19° gukora indi mirimo yashingwa n'Inama Njyanama.	19° to perform such other duties as may be assigned to it by the Council.	19° accomplir toutes les autres tâches que le Conseil peut lui confier.
Iningo ya 24: Abagize Komite Nyobozi y'Umujiyi wa Kigali, manda yabo, imishahara yabo n'ibindi bagenerwa	Article 24: Members of the Executive Committee of the City of Kigali and their term of office, salaries and fringe benefits	Article 24: Membres du Comité Exécutif de la Ville de Kigali, leur mandat, leurs salaires et autres avantages
Komite Nyobozi y'Umujiyi wa Kigali igizwe n'abantu batatu (3) batorwa mu bagize Inama Njyanama y'Umujiyi wa Kigali, barimo nibura umugore umwe, aribo:	The Executive Committee of the City of Kigali comprises of three (3) members elected from members of the Council of the City of Kigali, including at least one woman, namely:	Le Comité Exécutif de la Ville de Kigali est composé de trois (3) membres élus au sein des membres du Conseil de la Ville de Kigali, dont au moins une femme, à savoir :
1° Umuyobozi w'Umujiyi wa Kigali;	1° the Mayor of the City of Kigali;	1° le Maire de la Ville de Kigali;
2° Umuyobozi w'Umujiyi wa Kigali Wungirije ushinzwe Imiturire n'Ibikorwa remezo;	2° the Vice Mayor of the City of Kigali in charge of Urbanisation and Infrastructure;	2° le Vice-Maire de la Ville de Kigali chargé de l'urbanisme et des infrastructures;
3° Umuyobozi w'Umujiyi wa Kigali Wungirije ushinzwe Ubukungu n'Imbereho y'Abaturage.	3° the Vice Mayor of the City of Kigali in charge of Socio-economic Affairs.	3° le Vice-Maire de la Ville de Kigali chargé des affaires socio-économiques.

Abagize Komite Nyobozi y'Umujiyi wa Kigali batorerwa manda y'imyaka itanu (5) ishobora kongerwa. Abagize Komite Nyobozi y'Umujiyi wa Kigali ntibashobora kurenza manda ebyiri (2) zikurikirana.

Iyo umwe mu bagize Komite Nyobozi avuye mu mwanya hasigaye igihe kitarenze umwaka umwe (1) ngo manda irangire, umusimbuye afite uburenganzira bwo kwiyamamaza ku zindi manda ebyiri (2) zikurikirana.

Uwatorewe gusimbura muri Komite Nyobozi arangiza manda uwo asimbuye yari asigaje. Nta tora ryo gusimbura rikorwa iyo hasigaye amezi atarenze atandatu (6) kugira ngo manda irangire.

Iteka rya Perezida rigena imishahara n'ibindi bigenerwa abagize Komite Nyobozi.

Ingingo ya 25: Inshingano z'Umuyobozi w'Umujiyi wa Kigali

Umuyobozi w'Umujiyi wa Kigali ahagarariye Leta ku rwego rw'Umujiyi wa Kigali. Ni we ushinzwe kuyobora Umujiyi wa Kigali mu mirimo ya buri munsi. Ashinzwe ibi bikurikira:

1° kuyobora Umujiyi wa Kigali akurikije amategeko;

Members of the Executive Committee of the City of Kigali are elected for a five (5) year term of office renewable. Members of the Executive Committee of the City of Kigali cannot serve for more than two (2) consecutive terms of office.

If a member of the Executive Committee ceases his or her duties when the remainder of the term of office does not exceed one (1) year, his or her substitute has the right to stand for election for two (2) consecutive terms.

The substitute elected in the Executive Committee serves the remainder of the term of office of his or her predecessor. No elections for replacement are held in case such a remainder does not exceed six (6) months before the expiry of the term of office.

A presidential Order determines salaries and fringe benefits for members of the Executive Committee.

Article 25: Duties of the Mayor of the City of Kigali

The Mayor of the City of Kigali represents the State at the level of the City of Kigali. He or she is responsible for daily management of the City of Kigali. He or she is responsible for the following:

1° to run the City of Kigali in accordance with laws;

Les membres du Comité Exécutif de la Ville de Kigali sont élus pour un mandat de cinq (5) ans renouvelable. Les membres du Comité Exécutif de la Ville de Kigali ne peuvent pas exercer plus de deux (2) mandats successifs.

Lorsqu'un membre du Conseil Exécutif cesse ses fonctions alors qu'il reste une durée ne dépassant pas une (1) année avant la fin du mandat, son remplaçant a le droit de se présenter aux élections pour deux (2) autres mandats successifs.

Celui qui a été élu pour remplacer un membre du Comité Exécutif termine le reste du mandat de son prédécesseur. Il n'est pas procédé aux élections de remplacement lorsqu'il reste une durée ne dépassant pas six (6) mois avant l'expiration du mandat.

Un arrêté présidentiel détermine les salaires et avantages des membres du Comité Exécutif.

Article 25: Attributions du Maire de la Ville de Kigali

Le Maire de la Ville de Kigali est le représentant de l'État au niveau de la Ville de Kigali. Il assure la gestion quotidienne de la Ville de Kigali. Il est chargé de ce qui suit:

1° diriger la Ville de Kigali conformément aux lois;

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| <p>2° guhagararira Umujyi wa Kigali imbere y'amategeko;</p> <p>3° kuyobora Komite Nyobozi;</p> <p>4° gukurikirana imiyoborere y'Uturere;</p> <p>5° gushyira umukono ku nyandiko zijjanye n'inshingano ze, iz'amasezerano y'ubufatanye n'ubutwererane hagati y'Umujyi wa Kigali n'izindi nzego;</p> <p>6° kumenyekanisha mu Mujyi wa Kigali umurongo wa politiki Igihugu kigenderaho;</p> <p>7° kubungabunga umutekano w'abantu n'ibantu mu Mujyi wa Kigali afatanyije n'inzego zibishinzwe;</p> <p>8° gushyikiriza Inama Njyanama y'Umujyi wa Kigali raporo y'ibikorwa y'igihembwe n'iy'umwaka, akagenera kopi Minisitiri ufite ubutegetsi bw'Igihugu mu nshingano ze;</p> <p>9° kwakira no gukemura ibibazo by'abaturage bitashoboye gukemukira ku nzego z'Umujyi wa Kigali zibishinzwe;</p> | <p>2° to represent the City of Kigali before the law;</p> <p>3° to head the Executive Committee;</p> <p>4° to monitor the administration of Districts;</p> <p>5° to sign documents relating to his or her duties, cooperation agreements between the City of Kigali and other organs;</p> <p>6° to disseminate in the City of Kigali the general national policy;</p> <p>7° to maintain the safety of people and property in the City of Kigali in collaboration with relevant organs;</p> <p>8° to submit quarterly and annual activity report to the Council of the City of Kigali, with copy to the Minister in charge of local administration;</p> <p>9° to receive and resolve complaints of the population not resolved by relevant organs of the City of Kigali;</p> | <p>2° représenter la Ville de Kigali devant la loi;</p> <p>3° diriger le Comité Exécutif ;</p> <p>4° faire le suivi de l'administration des Districts ;</p> <p>5° signer les documents relevant de ses attributions, les accords de coopération entre la Ville de Kigali et d'autres organes;</p> <p>6° diffuser dans la Ville de Kigali la politique générale du pays ;</p> <p>7° assurer la sécurité des personnes et des biens dans la Ville de Kigali en collaboration avec les organes compétents;</p> <p>8° soumettre au Conseil de la Ville de Kigali le rapport d'activités trimestriel et annuel et réserver une copie au Ministre ayant l'administration locale dans ses attributions;</p> <p>9° recevoir les requêtes de la population auxquelles les services compétents de la Ville de Kigali n'ont pas pu trouver des solutions;</p> |
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10° kugeza buri mezi atandatu (6) raporo y'ibikorwa bijyanye n'inshingano ze imbere y'Inama Njyanama;	10° to table before the Council every six (6) months a report on activities relating to his or her duties;	10° présenter au Conseil tous les six (6) mois un rapport sur les activités relevant de ses attributions;
11° gukora undi murimo yahabwa n'Inama Njyanama y'Umujiyi wa Kigali.	11° to perform such other duty as may be assigned to him or her by the Council of the City of Kigali.	11° accomplir toute autre tâche que le Conseil de la Ville de Kigali peut lui confier.
<u>Ingingo ya 26: Inshingano z'Umuyobozi w'Umujiyi wa Kigali Wungirije ushinzwe Imiturire n'Ibikorwa Remezo</u>	<u>Article 26: Duties of the Vice Mayor of the City of Kigali in charge of Urbanisation and Infrastructure</u>	<u>Article 26: Attributions du Vice-Maire de la Ville de Kigali chargé de l'urbanisme et des infrastructures</u>
Umuyobozi w'Umujiyi wa Kigali Wungirije ushinzwe Imiturire n'Ibikorwa Remezo ashinzwe ibi bikurikira:	The Vice Mayor of the City of Kigali in charge of Urbanisation and Infrastructure is responsible for the following:	Le Vice-Maire de la Ville de Kigali chargé de l'urbanisme et des infrastructures est chargé de ce qui suit:
1° gusimbura Umuyobozi w'Umujiyi wa Kigali mu mirimo ye iyo adahari;	1° to deputise for the Mayor of the City of Kigali during his or her absence;	1° remplacer le Maire de la Ville de Kigali en cas d'absence;
2° guhuza ibikorwa byose byerekeye imiturire n'ibikorwa remezo;	2° to coordinate all activities relating to urbanisation and infrastructure;	2° assurer la coordination de toutes les activités relatives à l'urbanisme et aux infrastructures ;
3° gukurikirana uko ibyemezo by'Inama Njyanama byerekeye ibikorwa remezo n'imiturire bishyirwa mu bikorwa;	3° to monitor the execution of decisions of the Council in matters relating to infrastructure and urbanisation;	3° faire le suivi de la mise en exécution des décisions du Conseil en matière des infrastructures et l'urbanisme;
4° gukurikirana ishyirwa mu bikorwa ry'igishushanyombonera cy'imitunganyirize y'ahantu n'umujiyi, igishushanyo rusange cy'itunganywa ry'ahantu, igishushanyo cyihariye cy'itunganywa ry'ahantu n'igishushanyo cy'ikatwa ry'ibanza by'Umujiyi wa Kigali kandi hakurikijwe amategeko abigenga;	4° to monitor the implementation of the master plan for land management and urban planning, local land development plan, specific land development plan and the land subdivision plan, of the City of Kigali and in accordance with the relevant laws;	4° assurer la mise en œuvre du schéma directeur d'aménagement et d'urbanisme, plan d'aménagement local, plan d'aménagement particulier et plan de lotissement, de la Ville de Kigali et conformément à la législation en la matière;

5° gukurikirana ishyirwa mu bikorwa ry'ingamba zижyanye n'imiturire n'ibikorwa remezo mu Mujyi wa Kigali;

6° gukurikirana ishyirwa mu bikorwa rya gahunda yo gutwara abantu n'ibantu mu Mujyi wa Kigali;

7° gukurikirana uko ingengo y'imari yateganirijwe ibikorwa biri mu nshingano ze ishyirwa mu bikorwa;

8° gukurikirana imirimo y'ubushakashatsi igamije guteza imbere imiturire n'ibikorwa remezo;

9° kugeza buri mezi atandatu (6) raporo y'ibikorwa bijyanye n'inshingano ze imbere y'Inama Njyanama;

10° gukora indi mirimo yashingwa n'Inama Njyanama cyangwa Komite Nyobozi ijyanye n'inshingano ze.

Iningo ya 27: Inshingano z'Umuyobozi w'Umuji wa Kigali Wungirije ushinzwe Ubukungu n'Imibereho y'Abaturage

Umuyobozi w'Umuji wa Kigali Wungirije ushinzwe Ubukungu n'Imibereho y'Abaturage ashinzwe ibi bikurikira:

1° gusimbura Umuyobozi w'Umuji wa Kigali iyo Umuyobozi w'Umuji wa Kigali n'Umuyobozi w'Umuji wa

5° to monitor the implementation of the strategies relating to urbanization and infrastructure in the City of Kigali;

6° to monitor the implementation of the programme of transport of goods and persons in the City of Kigali;

7° to monitor how the budget allocated to activities within his or her duties is executed;

8° to monitor research activities aiming at promoting urbanisation and infrastructure;

9° to table before the Council every six (6) months a report on activities relating to his or her duties;

10° to perform such other duties relating to his or her duties as may be assigned to him or her by the Council or the Executive Committee.

Article 27: Responsibilities of the Vice Mayor of the City of Kigali in charge of Socio-economic Affairs

The Vice Mayor of the City of Kigali in charge of Socio-economic Affairs has the following responsibilities:

1° to deputize for the Mayor of the City of Kigali in case of his or her absence and that of the Vice Mayor

5° faire le suivi d'exécution des activités relatives à l'urbanisme et des infrastructures dans la Ville de Kigali;

6° faire le suivi de la mise en œuvre du programme de transport des biens et des personnes dans la Ville de Kigali;

7° faire le suivi de l'exécution du budget alloué aux activités relevant de ses attributions;

8° faire le suivi des activités de recherche visant la promotion de l'urbanisme et des infrastructures ;

9° présenter tous les six (6) mois devant le Conseil un rapport sur les activités relevant de ses attributions;

10° accomplir toutes les autres tâches rentrant dans ses attributions que le Conseil ou le Comité exécutif peut lui confier.

Article 27 : Attributions du Vice-Maire de la Ville de Kigali chargé des Affaires socio-économiques

Le Vice-Maire de la Ville de Kigali chargé des Affaires Socio-économiques a les attributions suivantes :

1° remplacer le Maire de la Ville de Kigali en cas d'absence de celui-ci et de celle du Vice-Maire chargé de l'Urbanisme et des Infrastructures ;

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| <p>Kigali wungirije ushinzwe imiturire n'ibikorwa Remezo badahari;</p> <p>2° gukurikirana uko ibyemezo by'Inama Njyanama byerekeye ubukungu n' imibereho y'abaturage bishyirwa mu bikorwa;</p> <p>3° guhuza ibikorwa byose bigamije ubukungu n'iterambere ry'abaturage;</p> <p>4° gukurikirana imirimo y'ubushakashatsi igamije guteza imbere imibereho y'abaturage;</p> <p>5° gukurikirana ishyirwa mu bikorwa ry'ingamba zijyanye no guteza imberie ishoramari;</p> <p>6° gukurikirana imirimo igamije gutegura ingengo y'imari;</p> <p>7° gukurikirana ibikorwa byo kubungabunga umutungo w'Umujyi wa Kigali;</p> <p>8° gukurikirana no kugenzura imyinjirize y'imisoro n'amahoro no kugaragaza ingamba zo kuzamura umutungo winjira mu Mujyi wa Kigali;</p> <p>9° gukurikirana ibikorwa by'inzego z'ibyiciro byihariye no kuzigira inama;</p> | <p>in charge of Urbanisation and Infrastructure;</p> <p>2° to monitor the execution of decisions of the Council in terms of economic and social affairs;</p> <p>3° to coordinate all the activities relating to economic affairs and social development;</p> <p>4° to monitor research activities designed to promote social welfare;</p> <p>5° to monitor the implementation of investment promotion strategies;</p> <p>6° to monitor budget preparation-related activities;</p> <p>7° to monitor activities for the protection of the property of the City of Kigali;</p> <p>8° to monitor and control the collection of taxes and fees and identify strategies for increasing revenues for the City of Kigali;</p> <p>9° to monitor activities of the organs of special categories and advise them;</p> | <p>2° assurer le suivi de la mise en exécution des décisions du Conseil en matière d'affaires économiques et sociales;</p> <p>3° coordonner toutes les activités relatives aux affaires économiques et au développement social;</p> <p>4° faire le suivi des travaux de recherche visant la promotion du bien-être social;</p> <p>5° faire le suivi de la mise en œuvre des stratégies de promotion des investissements;</p> <p>6° faire le suivi des activités de préparation du budget;</p> <p>7° faire le suivi des activités de protection du patrimoine de la Ville de Kigali;</p> <p>8° faire le suivi et le contrôle des activités relatives à la collecte des impôts et taxes et identifier des stratégies d'augmentation des revenus de la Ville de Kigali;</p> <p>9° faire le suivi des activités des organes des catégories spéciales et leur donner des conseils;</p> |
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10° gukurikirana ibikorwa byerekeye, siporo, umuco n'imyidagaduro;

11° gukurikirana ishyirwa mu bikorwa rya gahunda z'imibereho y'abaturage, iz'iterambere ry'uburezi, ubuzima no gufasha abatishoboye;

12° gukurikirana ibikorwa byo guteza imbere umurimo mu Mujyi wa Kigali;

13° kugeza buri mezi atandatu (6) raporo y'ibikorwa bijyanye n'inshingano ze imbere y'Inama Njyanama;

14° gukurikirana uko ingengo y'imari yateganirijwe ibikorwa biri mu nshingano ze ishyirwa mu bikorwa;

15° gukora undi murimo yashingwa n'Inama Njyanama cyangwa Komite Nyobozi mu bijyanye n'inshingano ze.

Ingingo ya 28: Ibisabwa kugira ngo umuntu abe mu bagize Komite Nyobozi y'Umujiyi wa Kigali

Kugira ngo umuntu yemererwe kuba mu bagize Komite Nyobozi y'Umujiyi wa Kigali agomba kuba yujuje ibiteganywa n'Itegeko Ngenga rigenga amatora.

10° to monitor activities related to sports, culture and leisure;

11° to monitor the implementation of programs related to social affairs, education development, health and assistance to vulnerable people;

12° to monitor activities related to the development of labour in the City of Kigali;

13° to table every six (6) months before the Council a report on activities falling within his or her responsibilities;

14° to monitor the execution of the budget allocated to the activities falling within his or her responsibilities;

15° to perform such other duties relating to his or her responsibilities as may be assigned by the Council or the Executive Committee.

Article 28: Requirements for being a member of the Executive Committee of the City of Kigali

For a person to be accepted to be one of the Executive Committee members, he or she must fulfil the requirements specified by the Organic Law governing elections.

10° faire le suivi des activités relatives aux sports, à la culture et aux loisirs;

11° faire le suivi de la mise en œuvre des programmes en matière d'affaires sociales, de développement de l'éducation, de santé et d'assistance aux personnes vulnérables;

12° faire le suivi des activités relatives à la promotion de l'emploi dans la Ville de Kigali ;

13° présenter au Conseil tous les six (6) mois le rapport des activités en rapport avec ses attributions;

14° faire le suivi de l'exécution du budget alloué aux activités relevant de ses attributions ;

15° s'acquitter de toute autre tâche en rapport avec ses attributions qui pourrait lui être confiée par le Conseil ou le Comité Exécutif.

Article 28: Conditions requises pour être membre du Comité Exécutif de la Ville de Kigali

Pour être membre du Comité Exécutif, il faut remplir les conditions exigées par la loi organique régissant les élections.

Iningo ya 29: Ubuyobozi bw'agateganyo bw'Umujiyi wa Kigali mu gihe cy'amatora y'Abajyanama b'Umujiyi wa Kigali

Mu gihe cy'amatora y'Abajyanama, Umuyobozi Mukuru w'Ibikorwa by'Umujiyi ayobora Umujiyi wa Kigali by'agateganyo.

Akiciro ka 3: Ubuyobozi Bukuru bw'Ibikorwa by'Umujiyi wa Kigali

Iningo ya 30: Abagize Ubuyobozi Bukuru bw'Ibikorwa by'Umujiyi wa Kigali

Ubuyobozi Bukuru bw'Ibikorwa by'Umujiyi wa Kigali bugizwe n'Umuyobozi Mukuru w'Ibikorwa by'Umujiyi wa Kigali n'abayobozi bakuru b'imirimo bashyirwaho n'Iteka rya Minisitiri w'Intebe n'abandi bakozi b'Umujiyi wa Kigali bashyirwaho hakurikijwe amategeko abigenga.

Iningo ya 31: Inshingano z'Ubuyobozi Bukuru bw'Ibikorwa by'Umujiyi wa Kigali

Ubuyobozi Bukuru bw'Ibikorwa by'Umujiyi wa Kigali bufite inshingano zikurikira:

1° guhuza ibikorwa by'Umujiyi wa Kigali;

2° gutegura igenamigambi na gahunda z'iterambere by'Umujiyi wa Kigali no gukurikirana ishyirwa mu bikorwa ryabyo;

Article 29: Temporary leadership of the City of Kigali during the elections of members of the Council of the City of Kigali

During the elections of members of the Council, the City Manager temporarily heads the City of Kigali.

Subsection 3: City of Kigali Management Office

Article 30: Members of the City of Kigali Management Office

The City of Kigali Management Office is composed of the City Manager of the City of Kigali and heads of department appointed by a Prime Minister's Order as well as other staff members of the City of Kigali appointed in accordance with relevant laws.

Article 31: Responsibilities of the City of Kigali Management Office

The City of Kigali Management Office has the following responsibilities:

1° to coordinate activities of the City of Kigali;

2° to develop the action plan and development programmes of the City of Kigali and monitor their implementation;

Article 29: Direction temporaire de la Ville de Kigali lors des élections des membres du Conseil de la Ville de Kigali

Lors des élections des membres du Conseil, le Gestionnaire du Bureau de la Ville dirige temporairement la Ville de Kigali.

Sous-section 3: Bureau de gestion de la Ville de Kigali

Article 30 : Membres du Bureau de Gestion de la Ville de Kigali

Le Bureau de Gestion de la Ville de Kigali est composé par le Gestionnaire du Bureau de la Ville de Kigali et les chefs de service nommés par arrêté du Premier Ministre ainsi que les autres membres du personnel de la Ville de Kigali nommés conformément aux lois en la matière.

Article 31: Attributions du Bureau de Gestion de la Ville de Kigali

Le Bureau de Gestion de la Ville de Kigali a les attributions suivantes :

1° coordonner les activités de la Ville de Kigali;

2° préparer le plan d'action et les programmes de développement de la Ville de Kigali et faire le suivi de leur exécution;

3° gutegura imbanzirizamushinga y'ingengo y'imari y'Umujiyi wa Kigali;

4° gukurikirana ibikorwa bijyanye n'iyyinjizwa ry'imirisoro n'amahoro n'ibindi bintu byose bishobora kongera umutungo w'Umujiyi wa Kigali hakurikijwe amategeko;

5° gukurikirana ibikorwa n'imishinga bishyirwa mu bikorwa n'Umujiyi wa Kigali;

6° gukurikirana itangwa rya serivisi zitangirwa ku rwego rw'Umujiyi wa Kigali;

7° gukurikirana ibikorwa by'imecungire y'abakozi b'Umujiyi wa Kigali.

Ingingo ya 32: Inshingano z'Umuyobozi Mukuru w'ibikorwa by'Umujiyi wa Kigali

Umuyobozi Mukuru w'ibikorwa by'Umujiyi wa Kigali ashinzwe ibi bikurikira:

1° kuyobora abakozi b'Umujiyi wa Kigali no gukurikirana imicungire yabo;

2° gutegura igenamigambi na gahunda z'iterambere by'Umujiyi wa Kigali no gukurikirana ishyirwa mu bikorwa ryabyo;

3° to prepare the draft budget proposal of the City of Kigali;

4° to monitor activities relating to the collection of taxes and fees and any other actions which can contribute to increasing the economy of the City of Kigali;

5° to monitor activities and projects implemented by the City of Kigali;

6° to monitor the delivery of services provided at the level of the City of Kigali;

7° to monitor management activities of the staff of the City of Kigali.

Article 32: Responsibilities of the City Manager

The City Manager has the following responsibilities:

1° to head staff members of the City of Kigali and monitor their management;

2° to develop the action plan and development programmes of the City of Kigali and monitor their implementation;

3° préparer l'avant-projet de budget de la Ville de Kigali;

4° faire le suivi des activités de la collecte des impôts et taxes et toutes autres actions pouvant contribuer à la croissance de l'économie de la Ville de Kigali;

5° faire le suivi des activités et projets mis en exécution par la Ville de Kigali;

6° faire le suivi de la prestation des services rendus au niveau de la Ville de Kigali ;

7° faire le suivi des activités de gestion du personnel de la Ville de Kigali.

Article 32: Attributions du Gestionnaire du Bureau de la Ville de Kigali

Le Gestionnaire du Bureau de Gestion de la Ville de Kigali a les attributions suivantes :

1° diriger le personnel de la Ville de Kigali et faire le suivi de leur gestion;

2° préparer le plan d'action et les programmes de développement de la Ville de Kigali et faire le suivi de leur exécution;

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| <p>3° gutegura amadosiye n'izindi nyandiko zigomba kwiga na Komite Nyobozi y'Umujiyi wa Kigali;</p> | <p>3° to prepare files and other documents to be considered by the Executive Committee of the City of Kigali;</p> | <p>3° préparer les dossiers et les autres documents devant être examinés par le Comité Exécutif de la Ville de Kigali;</p> |
| <p>4° kuba umwanditsi w'inama za Komite Nyobozi y'Umujiyi wa Kigali;</p> | <p>4° to act as the rapporteur of the Executive Committee meetings;</p> | <p>4° servir de rapporteur des réunions du Comité Exécutif de la Ville de Kigali;</p> |
| <p>5° gutegura imbanzirizamushinga y'ingengo y'imari y'Umujiyi wa Kigali;</p> | <p>5° to prepare the draft budget proposal of the City of Kigali;</p> | <p>5° préparer l'avant-projet de budget de la Ville de Kigali ;</p> |
| <p>6° kuba Umuyobozi Mukuru ushinzwe gucunga imari n'umutungo by'Umujiyi wa Kigali;</p> | <p>6° to act as the chief budget manager for the City of Kigali;</p> | <p>6° servir de gestionnaire principal du budget de la Ville de Kigali ;</p> |
| <p>7° gushyira mu bikorwa ingengo y'imari y'Umujiyi wa Kigali no kubikorera raporo ishyikirizwa Komite Nyobozi;</p> | <p>7° to execute the budget of the City of Kigali and prepare a report thereon to be submitted to the Executive Committee;</p> | <p>7° exécuter le budget de la Ville de Kigali et préparer un rapport y relatif à soumettre au Comité Exécutif ;</p> |
| <p>8° kuyobora ibikorwa byo kumenya no guha agaciro umutungo utimukanwa w'Umujiyi wa Kigali;</p> | <p>8° to lead activities designed to draw up an inventory of immovable property of the City of Kigali and assess its value;</p> | <p>8° diriger les activités visant à inventorier le patrimoine immobilier de la Ville de Kigali et en déterminer la valeur;</p> |
| <p>9° guhuza ibikorwa bijyanye no gukurikirana ibikorwa bijyanye n'iyinjizwa ry'imisoro n'amahoro n'ibindi bintu byose bishobora kongera umutungo w'Umujiyi wa Kigali hakurikijwe amategeko;</p> | <p>9° to coordinate activities related to the monitoring of activities related to the collection of taxes and fees and any other actions which can contribute to increasing the economy of the City of Kigali in accordance with law;</p> | <p>9° coordonner les activités relatives au suivi des activités de perception des impôts et taxes et toutes autres actions pouvant contribuer à la croissance de l'économie de la Ville de Kigali;</p> |
| <p>10° guhuza ibikorwa bijyanye no gukurikirana ibikorwa n'imishinga</p> | <p>10° to coordinate activities related to the monitoring of activities and projects implemented by the City of Kigali;</p> | <p>10° coordonner les activités relatives au suivi des activités et projets mis en œuvre par la Ville de Kigali;</p> |

bishyirwa mu bikorwa n'Umujiyi wa Kigali ;

11° guhuza ibikorwa bijyanye no gukurikirana itangwa rya serivisi zitangirwa ku rwego rw'Umujiyi wa Kigali;

12° gutegura raporo y'ibikorwa by'ighembwe n'iby'umwaka akayishyikiriza Komite Nyobozi;

13° gushyira umukono ku nyandiko zose zisohora amafaranga nk'uko biteganyijwe n'amategeko;

14° kugeza buri mezi atatu (3) raporo y'imikoreshereze y'ingengo y'imari imbere y'Inama Njyanama.

Iyo Umuyobozi Mukuru w'Ibikorwa by'Umujiyi wa Kigali adahari asimburuwa n'umwe mu bayobozi bakuru ayobora, ugenwa na Komite Nyobozi.

Iningo ya 33: Abakozi b'inzego z'imitgekere y'Ighugu zidafite ubuzima gatozi

Abakozi b'inzego z'imitgekere y'Ighugu zigize Umujiyi wa Kigali zidafite ubuzimagatozi ni abakozi b'Umujiyi wa Kigali.

11°to coordinate activities related to the monitoring of the delivery of services provided at the level of the City of Kigali;

12°to prepare quarterly and annual activity report and submit it to the Executive Committee;

13°to sign all documents related to disbursement of funds as provided by law;

14°to table before the Council the report on the use of the budget every three (3) months.

In case of his or her absence, the City Manager is replaced by one of senior executives under his or her supervision, designated by the Executive Committee.

Article 33: Staff members of administrative entities having no legal personality

Staff members of administrative entities of the City of Kigali which have no legal personality are staff members of the City of Kigali.

11° coordonner les activités relatives au suivi de la prestation des services fournis au niveau de la Ville de Kigali ;

12° préparer le rapport d'activités trimestriel et annuel et le soumettre au Comité Exécutif;

13° signer tous les documents relatifs à la sortie des fonds conformément à la loi;

14° présenter tous les trois (3) mois au Conseil le rapport sur l'utilisation du budget.

En cas de son absence, le Gestionnaire du Bureau de Gestion de la Ville de Kigali est remplacé par l'un des hauts cadres sous sa supervision, désigné par le Comité Exécutif.

Article 33: Membres du personnel des entités administratives non dotées de la personnalité juridique

Les membres du personnel des entités administratives de la Ville de Kigali non dotées de la personnalité juridique sont les membres du personnel de la Ville de Kigali.

Ingingo ya 34: Imbonerahamwe y'imyanya y'imirimo y'Abakozi b'Umujiyi wa Kigali

Imbonerahamwe y'imyanya y'imirimo y'abakozi b'Umujiyi wa Kigali igenwa n'Iteka rya Minisitiri w'Intebe.

Ingingo ya 35: Imishahara n'ibindi bigenerwa Umuyobozi Mukuru w'ibikorwa by'Umujiyi n'abandi bakozi

Imishahara n'ibindi bigenerwa Umuyobozi Mukuru w'ibikorwa by'Umujiyi n'abandi bakozi bigenwa n'Iteka rya Minisitiri w'Intebe.

Akiciro ka 4: Komite y'umutekano y'Umujiyi wa Kigali

Ingingo ya 36: Inshingano, ububasha, imiterere n'imikorere bya Komite y'Umutekano y'Umujiyi wa Kigali

Inshingano, ububasha, imiterere n'imikorere bya Komite y'Umutekano ku rwego rw'Umujiyi wa Kigali bigenwa n'Iteka rya Perezida.

Article 34: Organisational structure of the City of Kigali

The organisational structure of the City of Kigali is determined by a Prime Minister's Order.

Article 35: Salaries and fringe benefits for the City Manager and other staff members

Salaries and fringe benefits for the City Manager and other staff members are determined by a Prime Minister's Order.

Subsection 4: Security Committee of the City of Kigali

Article 36: Responsibilities, powers, organisation and functioning of the Security Committee of the City of Kigali

The responsibilities, powers, organisation and functioning of the Security Committee of the City of Kigali are determined by a Presidential Order.

Article 34: Cadre organique de la Ville de Kigali

Le cadre organique du personnel de la Ville de Kigali est déterminé par arrêté du Premier Ministre.

Article 35: Salaires et autres avantages accordés au Gestionnaire du Bureau de Gestion de la Ville et autres membres du personnel

Les salaires et autres avantages accordés au Gestionnaire du Bureau de Gestion de la Ville et autres membres du personnel sont déterminés par arrêté du Premier Ministre.

Sous-section 4 : Comité de Sécurité de la Ville de Kigali

Article 36: Attributions, pouvoirs, organisation et fonctionnement du Comité de Sécurité de la Ville de Kigali

Les attributions, les pouvoirs, l'organisation et le fonctionnement du Comité de Sécurité de la Ville de Kigali sont déterminés par arrêté présidentiel.

**UMUTWE WA III: INSHINGANO
Z'AKARERE N'IMIKORERE
Y'INZEGO ZAKO**

Icyiciro cya mbere: Akarere

Ingingo ya 37: Inshingano z'Akarere

Akarere gashinzwe ibi bikurikira:

- 1° gushyira mu bikorwa politiki za Leta;
- 2° gukurikirana imiyoborere y'Imirenge igize Akarere;
- 3° gufata neza ibikorwa remezo biri mu Karere hakurikijwe ibishushanyo mbonera n'umurongo ngenderwaho bitangwa n'Umujyi wa Kigali;
- 4° gushyira mu bikorwa imishinga y'ibikorwa remezo hashingiwe ku igenamigambi n'ingengo y'imari byagenwe n'Umujyi wa Kigali;
- 5° gushyira mu bikorwa gahunda zo guteza imbere ubukungu n'imbereho y'abaturage;
- 6° gukurikirana ibikorwa bya tekники n'iby'imari mu Karere;
- 7° gutanga serivisi ziri mu nshingano zako.

**CHAPTER III: RESPONSIBILITIES
OF THE DISTRICT AND
FUNCTIONING OF ITS ORGANS**

Section One: District

Article 37: Responsibilities of the District

The District is responsible for the following:

- 1° to implement Government policies;
- 2° to monitor the administration of Sectors within District;
- 3° to maintain infrastructure in the District according to master plans and guidelines issued by the City of Kigali;
- 4° to implement infrastructure projects based on the planning and budget determined by the City of Kigali;
- 5° to implement programs designed to promote socio-economic welfare;
- 6° to monitor technical and financial activities in the District;
- 7° to provide services falling within its responsibilities.

**CHAPITRE III: ATTRIBUTIONS DU
DISTRICT ET FONCTIONNEMENT
DE SES ORGANES**

Section première : District

Article 37: Attributions du District

Le District a les attributions suivantes :

- 1° mettre en œuvre les politiques de l'État;
- 2° faire le suivi de l'administration des Secteurs au sein du District;
- 3° faire la maintenance des infrastructures dans le District conformément aux schémas directeurs et aux règlements de la Ville de Kigali;
- 4° mettre en œuvre les projets d'infrastructure sur base de la planification et du budget déterminés par la Ville de Kigali ;
- 5° mettre en œuvre les programmes de développement socio-économique ;
- 6° faire le suivi des activités techniques et financières dans le District;
- 7° fournir les services relevant de ses attributions.

Ingingo ya 38: Inzego z'Akarere

Inzego z'ubuyobozi z' Akarere ni izi ikurikira:

- 1° Urwego Nshingwabikorwa;
- 2° Urwego rw'imirimo Rusange;
- 3° Komite y'umutekano.

Icyiciro cya 2: Urwego Nshingwabikorwa rw'Akarere

Ingingo ya 39: Inshingano z'Urwego Nshingwabikorwa rw'Akarere

Urwego Nshingwabikorwa rw'Akarere rushinzwe ibi bikurikira:

- 1° gufata ingamba zo kubungabunga umutekano no kuzishyira mu bikorwa mu Karere;
- 2° gufata ingamba zo guca akarengane no kuzishyira mu bikorwa mu Karere;
- 3° kwita ku iterambere ry'uburezi, ubuvuzi no gufasha abatishoboye mu Karere;
- 4° kwita ku bikorwa by' iterambere ry'ibikorwa remezo n'imiturire biri mu Karere;

Article 38: Organs of the District

Management organs of the District are the following:

- 1° the Executive Organ;
- 2° the Corporate Services Organ;
- 3° the Security Committee.

Section 2: Executive Organ of the District

Article 39: Responsibilities of the Executive Organ of the District

The Executive Organ of the District is responsible for the following:

- 1° to put in place and implement strategies to ensure security within the District;
- 2° to put in place and implement strategies to eradicate injustice in the District;
- 3° to promote education, health and support to needy persons in the District;
- 4° to promote development of activities related to infrastructure and urbanization in the District;

Article 38: Organes du District

Les organes de direction du District sont les suivants :

- 1° l'Organe Exécutif;
- 2° l'Organe des Services Généraux ;
- 3° le Comité de Sécurité.

Section 2: Organe Exécutif du District

Article 39: Attributions de l'Organe Exécutif du District

L'Organe Exécutif du District est chargé de:

- 1° mettre en place et exécuter les stratégies destinées à assurer la sécurité dans le District;
- 2° mettre en place et exécuter les stratégies de lutte contre l'injustice dans le District;
- 3° promouvoir l'éducation, la santé et le soutien aux nécessiteux dans le District;
- 4° promouvoir le développement d'activités relatives aux infrastructures et à l'urbanisation dans le District;

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5° kwita ku bikorwa by'iterambere ry'ubukungu n'imibereho y'abaturage mu Karere; | 5° to promote development of activities related to socio-economic affairs in the District; | 5° promouvoir le développement d'activités relatives aux affaires socio-économiques dans le District; |
| 6° gucunga inzibutso za jenoside yakorewe Abatutsi n'amarimbi biri ku rwego rw'Akarere; | 6° to manage genocide against Tutsi memorial sites and cemeteries at the District level; | 6° gérer les sites mémoriaux du génocide contre les Tutsi et les cimetières au niveau du District; |
| 7° gusuzuma no gukemura ibibazo by'abaturage gukemurirwa bitashoboye ku rwego rw'Umurenge; | 7° to consider and settle complaints of the population that remained unsettled at the Sector level; | 7° examiner et résoudre les problèmes de la population qui n'ont pas pu être résolus au niveau du Secteur; |
| 8° gukangurira abaturage kwitabira gushyira mu bikorwa ibyemezo byafashwe n'inzezo zisumbuye; | 8° to mobilize the population in participating in the implementation of the decisions taken at higher levels; | 8° sensibiliser la population à exécuter les décisions prises par les échelons supérieurs; |
| 9° gutumira no kuyobora inama ihuza Biro z'Inama Njyanama z'Imirenge n'Abanyamabanga Nshingwabikorwa bayo rimwe mu gihembwe n'igire cyose bibaye ngombwa; | 9° to convene and chair every quarter and whenever necessary a meeting of Bureaus of Sector Councils and Executive Secretaries of Sectors; | 9° convoquer et présider, chaque trimestre et chaque fois que de besoin, la réunion regroupant les Bureaux des Conseils de Secteurs et des Secrétaires Exécutifs des Secteurs; |
| 10° gukora raporo y'ibikorwa by'igihembwe n'iby'umwaka no kuyishyikiriza Umuyobozi w'Umujyi wa Kigali; | 10° to make a quarterly and annual report and submit it to the Mayor of City of Kigali; | 10° faire le rapport d'activités trimestriel et annuel et le soumettre au Maire de la Ville de Kigali; |
| 11° gukora indi mirimo rwahabwa n'Umujyi wa Kigali. | 11° to perform any other duties as may be assigned by the City of Kigali. | 11° s'acquitter de toute autre tâche que la Ville de Kigali peut lui assigner. |

Ingingo ya 40: Abagize Urwego Nshingwabikorwa rw'Akarere

Urwego Nshingwabikorwa rw'Akarere rugizwe n'abantu babiri (2) bakurikira barimo nibura umugore umwe:

- 1° Umuyobozi Nshingwabikorwa w'Akarere;
- 2° Umuyobozi Nshingwabikorwa w'Akarere Wungirije.

Abagize Urwego Nshingwabikorwa bashyirwaho n'Iteka rya Minisitiri w'Intebe.

Abagize Urwego Nshingwabikorwa ntibemerewe kugira ibikorwa bindi bituma batuzuza inshingano bashyiriweho kandi bagomba kuba mu ifasi bashinzwe.

Iteka rya Minisitiri w'Intebe rigena imishahara n'ibindi bigenerwa abagize Urwego Nshingwabikorwa rw'Akarere.

Ingingo ya 41: Inshingano z'Umuyobozi Nshingwabikorwa w'Akarere

Umuyobozi Nshingwabikorwa w'Akarere afite inshingano zikurikira:

Article 40: Members of the Executive Organ of the District

The Executive Organ of the District is composed of the following two (2) members including at least one woman:

- 1° the District Executive Administrator;
- 2° the Deputy District Executive Administrator.

Members of the Executive Organ are appointed by a Prime Minister's order.

Members of the Executive Organ are prohibited from performing any other activities that prevent them from fulfilling responsibilities for which they were appointed and they must reside in the area under their responsibility.

A Prime Minister's Order determines salaries and fringe benefits for members of the Executive Organ of the District.

Article 41: Responsibilities of the District Executive Administrator

The District Executive Administrator has the following responsibilities:

Article 40: Composition de l'Organe Exécutif du District

L'Organe Exécutif du District est composé de deux (2) membres suivants dont au moins une femme:

- 1° l'Administrateur Exécutif du District;
- 2° l'Administrateur Exécutif Adjoint du District.

Les membres de l'Organe Exécutif sont nommés par arrêté du Premier Ministre.

Il est interdit aux membres de l'Organe Exécutif d'exercer des activités les empêchant de remplir les fonctions pour lesquelles ils ont été nommés. Ils doivent résider dans la circonscription dont ils sont responsables.

Un arrêté du Premier Ministre détermine les salaires et avantages des membres de l'Organe Exécutif du District.

Article 41: Attributions de l'Administrateur Exécutif du District

L'Administrateur Exécutif du District a les attributions suivantes:

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| <p>1° kuyobora Akarere mu mirimo ya buri munsi akurikije amategeko;</p> | <p>1° managing daily activities of the District in accordance with law;</p> | <p>1° assurer la gestion des activités quotidiennes du District conformément à la loi;</p> |
| <p>2° kuyobora Urwego Nshingwabikorwa rw'Akarere, guhuza ibikorwa byarwo no gukurikirana ishyirwa mu bikorwa ry'ibyemezo rufata;</p> | <p>2° leading the Executive Organ of the District, coordinating its activities and monitoring the implementation of its decisions;</p> | <p>2° diriger l'Organe Exécutif du District, coordonner ses activités et assurer le suivi de l'exécution de ses décisions ;</p> |
| <p>3° gukangurira abaturage politiki z'Ighugu na gahunda za Leta;</p> | <p>3° sensitizing the population on the national policies and Government programs;</p> | <p>3° sensibiliser la population sur les politiques nationales et les programmes de l'Etat;</p> |
| <p>4° kuba umwanditsi w'irangamimerere mu Karere no gukurikirana imirimo y'irangamimerere ikorerwa mu Mireng;</p> | <p>4° acting as civil registrar in the District and make follow up on civil status services provided in Sectors;</p> | <p>4° être l'officier de l'état civil dans le District et faire le suivi des services de l'état civil prestés dans les Secteurs;</p> |
| <p>5° gukurikirana uko ibyemezo n'amabwiriza byaturutse mu buyobozi bukur bw'Ighugu bishyirwa mu bikorwa;</p> | <p>5° following up how decisions and instructions from higher authorities of the country are implemented;</p> | <p>5° assurer le suivi de la mise en exécution des décisions et instructions émanant des hautes autorités du pays;</p> |
| <p>6° kubungabunga umutekano w'abantu n'ibantu mu Karere afatanyije n'inzego zibishinzwe;</p> | <p>6° ensuring security of people and property in the District in collaboration with relevant organs;</p> | <p>6° assurer la sécurité des personnes et des biens dans le District en collaboration avec les organes compétents;</p> |
| <p>7° gukurikirana imikorere y'inzego z'imirimo z'Akarere n'iza Leta zikorera ku rwego rw'Akarere;</p> | <p>7° monitoring the functioning of District services and Government services operating in the District;</p> | <p>7° superviser le fonctionnement des services du District et des services de l'Etat au niveau du District;</p> |
| <p>8° gushyira umukono ku mabwiriza n'inyandiko zisohoka mu Karere;</p> | <p>8° signing instructions and official documents from the District;</p> | <p>8° signer les instructions et les documents officiels émanant du District;</p> |
| <p>9° gukurikirana imikoreshereze y'ingengo y'imari igenerwa Akarere n'umutungo uri mu Karere;</p> | <p>9° making a follow up on the use of District budget and property;</p> | <p>9° faire le suivi de l'utilisation du budget et du patrimoine du District;</p> |

10° gukora indi mirimo ashobora guhabwa n'Ubuyobozi bw'Umujyi wa Kigali.	10° performing other duties as may be assigned by the Administration of the City of Kigali.	10° assumer toute autre tâche lui confiée par l'Administration de la Ville de Kigali.
Iningo ya 42: Inshingano z'Umuyobozi Nshingwabikorwa w'Akarere Wungirije	Article 42: Responsibilities of the Deputy District Executive Administrator	Article 42: Attributions de l'Administrateur Exécutif Adjoint du District
Umuyobozi Nshingwabikorwa w'Akarere Wungirije ashinzwe:	The Deputy District Executive Administrator is responsible for:	L'Administrateur Exécutif Adjoint du District est chargé de:
1° gusimbura Umuyobozi Nshingwabikorwa w'Akarere mu mirimo ye iyo adahari;	1° deputizing for the District Executive Administrator in his or her duties in case of absence;	1° remplacer l'Administrateur Exécutif du District en cas d'absence;
2° guhuza no guteza imbere ibikorwa by'ubufatanyabikorwa mu majyambere;	2° coordinating and promoting the activities of partnership in development;	2° coordonner et promouvoir les activités de partenariat au développement;
3° gukurikirana ibikorwa byose birebana n'ibikorwa remezo n'imiturire mu Karere;	3° making a follow up on all activities related to infrastructure and urbanization in the District;	3° faire le suivi de toutes les activités relatives aux infrastructures et l'urbanisme dans le District;
4° gukurikirana ibikorwa byose birebana n'ubukungu n'imibereho n'ishyirwamubikorwa rya gahunda yo gufasha abatishoboye n'abandi bakeneye inkunga yihutirwa mu Karere;	4° making a follow up on all socio-economic activities and the implementation of the policy of assistance to vulnerable people and other people in need of emergency assistance in the District;	4° faire le suivi de toutes les activités socio-économiques et du programme d'assistance aux nécessiteux et autres personnes ayant besoin d'une assistance d'urgence dans le District;
5° gukurikirana gahunda y'ibikorwa igamije iterambere ry'uburezi n'ubuzima;	5° making a follow up on the action plan for the promotion of education and health;	5° assurer le suivi du plan d'action visant la promotion de l'éducation et de la santé;
6° gukurikirana ishyirwa mu bikorwa rya za politiki zo guteza imbere umuco, siporo n'imyidagaduro;	6° making a follow up on implementation of the policies on	6° assurer le suivi du plan d'action visant la promotion de la culture, sports et loisirs;

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| <p>7° gukurikirana ibikorwa n'imikorere by'inzego z'Inama y'Igihugu y'Abagore, iby'inzego z'Inama y'Igihugu y'Urubyiruko n'iz'Inama y'Igihugu y'abantu bafite ubumuga;</p> <p>8° gukurikirana ishyirwa mu bikorwa rya politiki yo kugoboka, kurengera, gufasha no guteza imbere abatishoboye bacitse ku icumu rya jenoside yakorewe Abatutsi;</p> <p>9° gukurikirana ishyirwa mu bikorwa ry'ingamba zo gufata neza no kurinda inzibutso za jenoside yakorewe Abatutsi;</p> <p>10° gukora indi mirimo yashingwa n'Ubuyobozi bw'Umujyi wa Kigali.</p> | <p>promotion of culture, sports and leisure;</p> <p>7° monitoring the activities and functioning of the organs of the National Women's Council, the National Youth Council and National Council of Persons with Disabilities and advise them;</p> <p>8° monitoring the implementation of the policy of assistance, protection and promotion of the needy survivors of the Genocide against the Tutsi;</p> <p>9° monitoring the implementation of strategies designed for maintenance and protection of memorial sites of the Genocide against the Tutsi;</p> <p>10° performing other duties as may be assigned by the Administration of the City of Kigali.</p> | <p>7° assurer le suivi et le fonctionnement des organes du Conseil National des Femmes, du Conseil National de la Jeunesse et du Conseil National des Personnes avec Handicap et leur donner des conseils;</p> <p>8° faire le suivi d'exécution du programme d'assistance, de protection et de développement des rescapés les plus démunis du génocide perpétré contre les Tutsi;</p> <p>9° faire le suivi de la mise en œuvre des stratégies pour assurer l'entretien et la protection des sites mémoriaux du génocide perpétré contre les Tutsi;</p> <p>10° exécuter toute autre tâche que peut lui assigner l'Administration de la Ville de Kigali.</p> |
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Icyiciro cya 3: Urwego rw'Imirimo Rusange

Ingingo ya 43: Abagize Urwego rw'Imirimo Rusange

Urwego rw'Imirimo Rusange rugizwe n'Ubuyobozi w'Imirimo Rusange n'abandi bakozi bashyirwaho hakurikijwe amategeko abigenga.

Section 3: Corporate Services Organ

Article 43: Composition of the Corporate Services Organ

The Corporate Services Organ is comprised of the Corporate Services Division Manager and other staff members appointed in accordance with relevant laws.

Section 3: Organe des Services Généraux

Article 43: Membres de l'Organe des Services Généraux

L'Organe des Service Généraux est composé du Gestionnaire des Services Généraux et d'autres membres du personnel nommés conformément à la législation en la matière.

Ingingo ya 44: Inshingano z'Umuyobozi w'imirimo Rusange w'Akarere

Umuyobozi w'imirimo Rusange w'Akarere ashinzwe ibi bikurikira:

- 1° kuyobora abakozi mu mirimo y'Akarere;
- 2° gutegura no gushyira mu bikorwa gahunda y'ibikorwa y'Akarere no gushyikiriza raporo Urwego Nshingwabikorwa;
- 3° gushyira mu bikorwa amabwiriza n'ibyemezo by'Urwego Nshingwabikorwa;
- 4° gusuzuma inyandiko zigomba kwemezwa cyangwa gushyirwaho umukono n'Abagize Urwego Nshingwabikorwa;
- 5° gucunga ingengo y'imari igenerwa Akarere n'umutungo uri mu Karere no kubikorera raporo ishyikirizwa Urwego Nshingwabikorwa;
- 6° gukurikirana ishyirwa mu bikorwa ry'imishinga ikorerwa mu Karere;
- 7° kugira uruhare mu bikorwa byo kongerera ubushobozi abakozi mu Karere;

Article 44: Responsibilities of the District Corporate Services Division Manager

The District Corporate Services Division Manager has the following responsibilities:

- 1° to lead the administrative staff of the District;
- 2° to prepare and execute the action plan of the District and submit the activity report to Executive Organ;
- 3° to implement instructions and decisions of the Executive Organ;
- 4° to consider documents to be approved or signed by the Executive Organ members;
- 5° to ensure the management of the District budget and assets in the District and prepare a related report to be submitted to the Executive Organ;
- 6° to follow up the implementation of projects operating in the District;
- 7° to participate in capacity building activities for the staff of the District;

Article 44: Attributions du Gestionnaire des Services Généraux du District

Le Gestionnaire des Services Généraux du District est chargé de:

- 1° diriger le personnel administratif du District;
- 2° préparer et exécuter le plan d'action du District et soumettre le rapport d'activités à l'Organe Exécutif;
- 3° mettre en application les instructions et les décisions de l'Organe Exécutif;
- 4° examiner les documents qui doivent être soumis à l'approbation ou à la signature des membres de l'Organe Exécutif;
- 5° assurer la gestion du budget du District et du patrimoine dans le District et en faire rapport à soumettre à l'Organe Exécutif du District;
- 6° faire le suivi de la mise œuvre des projets opérant dans le District;
- 7° participer aux activités de renforcement des capacités pour le personnel du District;

8° gukurikirana imicungire y'amadosiye y'abakozi bakorera mu Karere;

9° kurangiza imanza ziri mu bubasha bwe;

10° gukora indi mirimo yahabwa n'Urwego Nshingwabikorwa.

Iyo Umuyobozi w'imirimo rusange w'Akarere adahari asimburwa n'umwe mu Bayobozi ayobora ugenwa n'Umuyobozi Nshingwabikorwa w'Akarere.

Icyiciro cya 4 : Komite y'Umutekano

Ingingo ya 45: Inshingano, ububasha, imiterere n'imikorere bya Komite y'umutekano y'Akarere

Inshingano, ububasha, imiterere n'imikorere bya Komite y'umutekano y'Akarere bigenwa n'Iteka rya Perezida.

8° to monitor the management of files of the District staff;

9° to enforce judgments falling within his or her jurisdiction;

10° to carry out any other duties that may be assigned to him or her by the Executive Organ.

In case of his or her absence, the District Corporate Services Division Manager is deputized for by one of executives under his or her supervision determined by the District Executive Administrator.

Section 4: Security Committee

Article 45: Responsibilities, powers, organization and functioning of the District Security Committee

The responsibilities, powers, organization and functioning of the District Security Committee are determined by a Presidential Order.

8° faire le suivi de la gestion des dossiers du personnel œuvrant au niveau du District;

9° exécuter les jugements relevant de ses compétences;

10° exécuter toute autre tâche que peut lui assigner l'Organe Exécutif.

En cas de son absence, le Gestionnaire des Services Généraux du District est remplacé par l'un des cadres sous sa supervision déterminée par l'Administrateur Exécutif du District.

Section 4: Comité de Sécurité

Article 45: Attributions, compétences, organisation et fonctionnement du Comité de Sécurité du District

Les attributions, compétences, organisation et fonctionnement du Comité de Sécurité du District sont déterminés par arrêté présidentiel.

Icyiciro cya 5: Umurenge, Akagari n'Umudugudu

Ingingo ya 46: Inshingano, imiterere n'imikorere by'Imirenge, Utugari n'Imidugudu

Inshingano, imiterere n'imikorere by'Imirenge, Utugari n'Imidugudu bigenwa n'Iteka rya Perezida.

UMUTWE WA IV: INGINGO Y'INZIBACYUHO, IZINYURANYE N'IZISOZA

Ingingo ya 47: Abayobozi b'inzego z'imitegekere z'Umujiyi wa Kigali

Abagize Inama Njyanama y'Umujiyi wa Kigali; abagize Komite Nyobozi y'Umujiyi wa Kigali n'abagize Urwego Nshingwabikorwa rw'Akarere bateganywa n'iri Tegeko bajyaho mu gihe kitarenze amezi atandatu (6) iri tegeko rimaze gutangazwa mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Abagize Inama Njyanama n'abagize Komite Nyobozi z'Uturere tw'Umujiyi wa Kigali bari mu myanya hakurikijwe Itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzego z'imitegekere y'Ighugu zegerejwe abaturage bakomeza kuzuza inshingano zabo ziteganywa n'iryo tegeko kugeza igihe abayobozi b'Uturere tw'Umujiyi

Section 5: Sector, Cell and Village

Article 46: Responsibilities, organization and functioning of Sectors, Cells and Villages

Responsibilities, organization and functioning of Sectors, Cells and Villages are determined by a Presidential Order.

CHAPTER IV: TRANSITIONAL, MISCELLANEOUS AND FINAL PROVISIONS

Article 47: Leaders of administrative organs of the City of Kigali

Members of the Council of the City of Kigali, members of the Executive Committee of the City of Kigali and members of the Executive Organ of the District provided for under this law are established within six (6) months from the publication of this law in the Official Gazette of the Republic of Rwanda.

Members of the Councils and members of the Executive Committees of Districts of the City of Kigali in office in accordance with Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities continue to fulfil their duties provided for under that law until authorities of the

Section 5: Secteur, Cellule et Village

Article 46: Attributions, organisation et fonctionnement des Secteurs, Cellules et Villages

Les attributions, organisation et fonctionnement des Secteurs, Cellules et Villages sont déterminés par arrêté présidentiel.

CHAPITRE IV: DISPOSITIONS TRANSITOIRES, DIVERSES ET FINALES

Article 47: Autorités des organes administratifs de la Ville de Kigali

Les membres du Conseil de la Ville de Kigali, les membres du Comité Exécutif de la Ville de Kigali et les membres de l'Organe Exécutif du District prévus par la présente loi sont mis en place dans les six (6) mois suivant la publication de la présente loi au Journal officiel de la République du Rwanda.

Les membres des Conseils et les membres des Comités Exécutifs des Districts de la Ville en fonction conformément à la loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées continuent à remplir leurs attributions prévues par cette loi jusqu'à la mise en place des autorités des Districts de la Ville de Kigali prévues par la présente loi.

wa Kigali bateganywa n'iri tegeko bagiriyeho.

Abagize Komite Nyobozi y'Umudugudu, abagize Inama Njyanama z'Utugari n'Iz'Imirenge bigize Umujiyi wa Kigali bari mu myanya hakurikijwe Itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzezo z'imitengekere y'Igihugu zegerejwe abaturage bakomeza manda batorewe.

Iningo ya 48: Irahira ry'Abagize Inama Njyanama n'Abagize Komite Nyobozi y'Umujiyi wa Kigali

Abagize Inama Njyanama n'abagize Komite Nyobozi y'Umujiyi wa Kigali barahirira imbere y'urukiko rubifitiye ububasha. Igihe n'uburyo bikorwamo bigenwa n'Iteka rya Minisitiri ufite ubutegetsi bw'Igihugu mu nshingano ze.

Iningo ya 49: Inshingano Uturere tw'Umujiyi wa Kigali twahabwaga n'amategeko yihariye

Inshingano Uturere tw'Umujiyi wa Kigali twahabwaga n'amategeko yihariye zikorwa n'Umujiyi wa Kigali kugeza igihe ayo mategeko ahujwe n'ibiteganywa n'iri tegeko.

Districts of the City of Kigali provided for under this law are established.

Members of Executive Committee of Village and members of Councils of Cells and Sectors of the City of Kigali in office in accordance with Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities continue their elective term of office.

Article 48: Taking oath for members of the Council and members of the Executive Committee of the City of Kigali

Members of the Council and members of the Executive Committee of the City of Kigali take oath before the competent court. The time and modalities for taking oath are determined by an Order of the Minister in charge of local government.

Article 49: Responsibilities of Districts of the City of Kigali by virtue of specific laws

Responsibilities of Districts of the City of Kigali provided for by specific laws are performed by the City of Kigali pending amendment of the said laws to conform to the provisions of this law.

Les membres du Comité Exécutif du Village et les membres des Conseils de Cellules et de Secteurs de la Ville de Kigali en fonction conformément à la loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées continuent leur mandat pour lequel ils sont élus.

Article 48: Prestation de serment des membres du Conseil et des membres du Comité Exécutif de la Ville de Kigali

Les membres du Conseil et du Comité de la Ville de Kigali prêtent serment devant la juridiction compétente. Le moment et les modalités de prestation de serment sont déterminés par arrêté du Ministre ayant l'administration locale dans ses attributions.

Article 49: Attributions des Districts de la Ville de Kigali régies par les lois spécifiques

Les attributions des Districts de la Ville de Kigali prévues par les lois spécifiques sont assumées par la Ville de Kigali jusqu'à l'harmonisation de ces lois avec la présente loi.

Ingingo 50: Agaciro k'ibyakozwe n'Uturere tw'Umujiyi wa Kigali

Ibyakozwe n'Uturere tw'Umujiyi wa Kigali hashingiwe ku itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzezo z'imitgekere y'Ighugu zegerejwe abaturage no ku yandi mategeko yihariye bigumana agaciro kabyo.

Article 50: Validity of acts performed by Districts of the City of Kigali

Acts performed by Districts of the City of Kigali in accordance with Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities and such other specific laws remain valid.

Article 50 : Validité des actes posés par les Districts de la Ville de Kigali

Les actes posés par les Districts de la Ville de Kigali conformément à la loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées et autres lois spécifiques restent valables.

Ingingo ya 51: Amasezerano, imitungo n'emyenda by'Uturere tw'Umujiyi wa Kigali

Amasezerano, imitungo yimukanwa n'itimukanwa n'emyenda byari iby'Uturere tw'Umujiyi wa Kigali hashingiwe ku itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzezo z'imitgekere y'Ighugu zegerejwe abaturage byeguriwe Umujiyi wa Kigali ugengwa n'iri tegeko.

Article 51: Contracts, assets and liabilities of Districts of the City of Kigali

Contracts, moveable and immovable assets and liabilities formerly owned by Districts of the City of Kigali in accordance with Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities are transferred to the City of Kigali as governed by this Law.

Article 51: Contrats, actifs et passifs des Districts de la Ville de Kigali

Les contrats, les biens mobiliers et immobiliers et passifs antérieurement appartenant aux Districts de la Ville de Kigali conformément à la loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées sont cédés à la Ville de Kigali telle que régie par la présente loi.

Ingingo ya 52: Imanza zari iz'Uturere tw'Umujiyi wa Kigali

Imanza Uturere tw'Umujiyi wa Kigali twaregagamo, izo twaregwagamo, izo twatsinze cyangwa izo twatsinzwe zikurikiranwa n'Umujiyi wa Kigali.

Article 52: Legal actions formerly involving Districts of the City of Kigali

Legal actions formerly filed by or against Districts of the City of Kigali, cases that Districts of the City of Kigali won or lost are dealt with by the City of Kigali.

Article 52: Actions en justice impliquant les Districts de la Ville de Kigali

Les actions en justice intentées antérieurement par ou contre les Districts de la Ville de Kigali, les procès gagnés ou perdus par les Districts de la Ville de Kigali sont sous la responsabilité de la Ville de Kigali.

Iningo ya 53: Abakozi b'Uturere tw'Umujiyi wa Kigali n'ab'Umujiyi wa Kigali

Abakozi bari ab'Uturere tw'Umujiyi wa Kigali n'ab'Umujiyi wa Kigali hashingiwe ku itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzezo z'imitegekere y'Ighugu zegerejwe abaturage beguriwe Umujiyi wa Kigali ugengwa n'iri tegeko kandi bashyirwa mu myanya hakurikijwe amategeko abigenga.

Iningo ya 54 : Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryataguwe, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Iningo ya 55: Ukudakurikizwa kw'ingingo z'itegeko n'ivanwaho ry'izindi ngingo z'amategeko zinyuranye n'iri tegeko

Iningo z'Itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzezo z'imitegekere y'Ighugu zegerejwe abaturage ntizikurikizwa ku byerekanye n'Umujiyi wa Kigali.

Izindi ingingo zose z'amategeko abanziriza iri kandi zinyuranyije na ryo zivanyweho.

Article 53: Personnel of Districts of the City of Kigali and personnel of the City of Kigali

Personnel formerly employed by Districts of the City of Kigali and the City of Kigali under Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities are transferred to the City of Kigali as governed by this law and they are deployed according to relevant laws.

Article 54: Drafting, consideration and adoption of this Law

This Law was drafted, considered and adopted in Ikinyarwanda.

Article 55: Non-application of legal provisions and repealing provision

Provisions of Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities do not apply to the City of Kigali.

All other prior legal provisions contrary to this Law are repealed.

Article 53: Personnel des Districts de la Ville de Kigali et personnel de la Ville de Kigali

Le personnel antérieurement employé par les Districts de la Ville de Kigali et la Ville de Kigali conformément à la loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées est transféré à la Ville de Kigali régie par la présente loi et il est affecté conformément à la législation en la matière.

Article 54: Initiation, examen et adoption de la présente loi

La présente loi a été initiée, examinée et adoptée en Ikinyarwanda.

Article 55: Non-application des dispositions légales et disposition abrogatoire

Les dispositions de la loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées ne sont pas applicables à la Ville de Kigali.

Toutes les autres dispositions légales antérieures contraires à la présente loi sont abrogées.

**Ingingo ya 56: Igihe iri tegeko ritangira
gukurikizwa**

Iri tegeko ritangira gukurikizwa ku munsi
ritangarijweho mu Igazeti ya Leta ya
Repubulika y'u Rwanda.

Kigali, ku wa 29/07/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

Article 56: Commencement

This Law comes into force on the date of its
publication in the Official Gazette of the
Republic of Rwanda.

Kigali, on 29/07/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

**Seen and sealed with the Seal of the
Republic:**

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 56: Entrée en vigueur

La présente loi entre en vigueur le jour de sa
publication au Journal Officiel de la
République du Rwanda.

Kigali, le 29/07/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République :

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 89/01 RYO
KU WA 29/07/2019 RYEMEZA
BURUNDU AMASEZERANO
Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI, MU RWANDA KU
WA 16 GICURASI 2019, HAGATI YA
REPUBLIKA Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA
GITSURA AMAJYAMBERE (IDA),
YEREKERANYE N'IMPANO INGANA
NA MILIYONI CUMI NA ZIRINDWI
N'IBIHUMBI MAGANA CYENDA
BY'AMADETESI (17.900.000 DTS)
N'INGUZANYO INGANA NA MILIYONI
MAKUMYABIRI N'Eshanu
N'IBIHUMBI IJANA BY'AMADETESI
(25.100.000 DTS), AGENEWE
UMUSHINGA WO GUFASHA IMPUNZI
N'IMIRYANGO YAZAKIRIYE
GUHABWA AMAHIRWE ANGANA NO
KUGIRA URUHARE MU BUKUNGU MU
RWANDA

PRESIDENTIAL ORDER N° 89/01 OF
29/07/2019 RATIFYING THE
FINANCING AGREEMENT SIGNED IN
KIGALI, RWANDA ON 16 MAY 2019,
BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE GRANT OF
SEVENTEEN MILLION NINE
HUNDRED THOUSAND SPECIAL
DRAWING RIGHTS (SDR 17,900,000)
AND TO THE CREDIT OF TWENTY
FIVE MILLION ONE HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 25,100,000) FOR SOCIO-
ECONOMIC INCLUSION OF
REFUGEES AND HOST
COMMUNITIES IN RWANDA
PROJECT

ARRÊTÉ PRÉSIDENTIEL N° 89/01 DU
29/07/2019 RATIFIANT L'ACCORD DE
FINANCEMENT, SIGNÉ À KIGALI, AU
RWANDA LE 16 MAI 2019, ENTRE LA
RÉPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE
DE DÉVELOPPEMENT (IDA), RELATIF
AU DON DE DIX-SEPT MILLIONS NEUF
CENT MILLE DROITS DE TIRAGE
SPÉCIAUX (17.900.000 DTS) ET AU
CRÉDIT DE VINGT CINQ MILLIONS
CENT MILLE DROITS DE TIRAGE
SPÉCIAUX (25.100.000 DTS) POUR LE
PROJET D'INCLUSION SOCIO-
ÉCONOMIQUE DES RÉFUGIÉS ET DES
COMMUNAUTÉS D'ACCUEIL AU
RWANDA

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu
bikorwa iri teka

Ingingo ya 3: Igihe iri teka ritangirira
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**ITEKA RYA PEREZIDA N° 89/01 RYO
KU WA 29/07/2019 RYEMEZA
BURUNDU AMASEZERANO
Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI, MU RWANDA KU
WA 16 GICURASI 2019, HAGATI YA
REPUBLIKA Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA
GITSURA AMAJYAMBERE (IDA),
YEREKERANYE N'IMPANO INGANA
NA MILIYONI CUMI NA ZIRINDWI
N'IBIHUMBI MAGANA CYENDA
BY'AMADETESI (17.900.000 DTS)
N'INGUZANYO INGANA NA MILIYONI
MAKUMYABIRI N'Eshanu
N'IBIHUMBI IJANA BY'AMADETESI
(25.100.000 DTS), AGENEWE
UMUSHINGA WO GUFASHA IMPUNZI
N'IMIRYANGO YAZAKIRIYE
GUHABWA AMAHIRWE ANGANA NO
KUGIRA URUHARE MU BUKUNGU MU
RWANDA**

**PRESIDENTIAL ORDER N° 89/01 OF
29/07/2019 RATIFYING THE
FINANCING AGREEMENT SIGNED IN
KIGALI, RWANDA ON 16 MAY 2019,
BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE GRANT OF
SEVENTEEN MILLION NINE
HUNDRED THOUSAND SPECIAL
DRAWING RIGHTS (SDR 17,900,000)
AND TO THE CREDIT OF TWENTY
FIVE MILLION ONE HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 25,100,000) FOR SOCIO-
ECONOMIC INCLUSION OF
REFUGEES AND HOST
COMMUNITIES IN RWANDA
PROJECT**

**ARRÊTÉ PRÉSIDENTIEL N° 89/01 DU
29/07/2019 RATIFIANT L'ACCORD DE
FINANCEMENT, SIGNÉ À KIGALI, AU
RWANDA LE 16 MAI 2019, ENTRE LA
RÉPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE
DE DÉVELOPPEMENT (IDA), RELATIF
AU DON DE DIX-SEPT MILLIONS NEUF
CENT MILLE DROITS DE TIRAGE
SPÉCIAUX (17.900.000 DTS) ET AU
CRÉDIT DE VINGT CINQ MILLIONS
CENT MILLE DROITS DE TIRAGE
SPÉCIAUX (25.100.000 DTS) POUR LE
PROJET D'INCLUSION SOCIO-
ÉCONOMIQUE DES RÉFUGIÉS ET DES
COMMUNAUTÉS D'ACCUEIL AU
RWANDA**

**Twebwe, KAGAME Paul,
Perezida wa Repubulika;**

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

**We, KAGAME Paul,
President of the Republic;**

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in articles 112, 120, 122, 167, 168 and 176;

**Nous, KAGAME Paul,
Président de la République;**

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Dushingiye ku Itegeko n° 015/2019 ryo ku wa 26/07/2019 ryemera kwemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekanye n'impano ingana na miliyonu cumi na zirindwi n'ibihumbi magana cyenda by'Amadetesi (17.900.000 DTS) n'inguzanyo ingana na miliyonu makumyabiri n'eshanu n'ibihumbi ijana by'Amadetesi (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda;

Tumaze kubona Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekanye n'impano ingana na miliyonu cumi na zirindwi n'ibihumbi magana cyenda by'Amadetesi (17.900.000 DTS) n'inguzanyo ingana na miliyonu makumyabiri n'eshanu n'ibihumbi ijana by'Amadetesi (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda;

Pursuant to Law n° 015/2019 of 26/07/2019 approving the ratification of the Financing Agreement, signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project;

Considering the Financing Agreement, signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project;

Vu la Loi n° 015/2019 du 26/07/2019 approuvant la ratification de l'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda;

Considérant l'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda;

Bisabwe na Minisitiri w'Imari n'Igenamigambi; On proposal by the Minister of Finance and Economic Planning; Sur proposition du Ministre des Finances et de la Planification Économique;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; After consideration and approval by the Cabinet; Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

Iningo ya mbere: Kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekanye n'impano ingana na miliyoni cumi na zirindwi n'ibihumbi magana cyenda by'Amadetes (17.900.000 DTS) n'inguzanyo ingana na miliyoni makumyabiri n'eshanu n'ibihumbi ijana by'Amadetes (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Iningo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Uhubanyi

On proposal by the Minister of Finance and Economic Planning;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Financing Agreement, signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project, annexed to this Order is ratified and becomes fully effective.

Sur proposition du Ministre des Finances et de la Planification Économique;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda, annexé au présent arrêté est ratifié et sort son plein et entier effet.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre

n'Amahanga n'Ubutwererane na Minisitiri ushinzwe Ibikorwa by'Ubutabazi bashinzwe gushyira mu bikorwa iri teka.

Foreign Affairs and International Cooperation and the Minister in charge of Emergency Management are entrusted with the implementation of this Order.

des Affaires Étrangères et de la Coopération Internationale et le Ministre chargé de la Gestion des Situations d'Urgence sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa 29/07/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on 29/07/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 29/07/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 89/01 RYO KU WA 29/07/2019 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA KU WA 16 GICURASI 2019, HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'IMPANO INGANA NA MILIYONI CUMI NA ZIRINDWI N'IBIHUMBI MAGANA CYENDA BY'AMADETESI (17.900.000 DTS) N'INGUZANYO INGANA NA MILIYONI MAKUMYABIRI N'Eshanu N'IBIHUMBI IJANA BY'AMADETESI (25.100.000 DTS), AGENEWE UMUSHINGA WO GUFASHA IMPUNZI N'IMIRYANGO YAZAKIRIYE GUHABWA AMAHIRWE ANGANA NO KUGIRA URUHARE MU BUKUNGU MU RWANDA

ANNEX TO PRESIDENTIAL ORDER N° 89/01 OF 29/07/2019 RATIFYING THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 MAY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF SEVENTEEN MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 17,900,000) AND TO THE CREDIT OF TWENTY FIVE MILLION ONE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 25,100,000) FOR SOCIO-ECONOMIC INCLUSION OF REFUGEES AND HOST COMMUNITIES IN RWANDA PROJECT

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 89/01 DU 29/07/2019 RATIFIANT L'ACCORD DE FINANCEMENT, SIGNÉ À KIGALI, AU RWANDA LE 16 MAI 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE DIX-SEPT MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPÉCIAUX (17.900.000 DTS) ET AU CRÉDIT DE VINGT CINQ MILLIONS CENT MILLE DROITS DE TIRAGE SPÉCIAUX (25.100.000 DTS) POUR LE PROJET D'INCLUSION SOCIO-ÉCONOMIQUE DES RÉFUGIÉS ET DES COMMUNAUTÉS D'ACCUEIL AU RWANDA

**CREDIT NUMBER 6404-RW
GRANT NUMBER D456-RW**

Financing Agreement

(Socio-Economic Inclusion of Refugees and Host Communities in Rwanda Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**CREDIT NUMBER 6404-RW
GRANT NUMBER D456-RW**

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF RWANDA (the “Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (the “Association”) for the purpose of assisting in financing the project described in Schedule 1 to this Agreement (“Project”). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Financing”) in the following amounts to assist in financing the Project:
 - (a) an amount equivalent to seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) (“Grant”); and
 - (b) an amount equivalent to twenty-five million one hundred thousand Special Drawing Rights (SDR 25,100,000) (“Credit”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are June 1 and December 1 in each year.

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- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (i) cause Part 1 of the Project to be carried out through Target Districts; (ii) cause Part 2 of the Project to be carried out by BRD; and (iii) carry out Parts 3 and 4 of the Project through MINEMA, in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following:
 - (a) the Recipient no longer has an adequate refugee protection framework; and
 - (b) any action has been taken for the dissolution, disestablishment or suspension of operation (including cancellation of license to operate as a financial institution) of the BRD.
- 4.02. The Additional Events of Acceleration consist of the following, namely the events specified in Section 4.01 of this Agreement occur.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Association is satisfied that the Recipient has an adequate refugee protection framework; and
 - (b) the Project Implementation Manual (“PIM”) has been adopted by the Recipient, BRD and the Target Districts 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.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is the Minister responsible for finance.

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

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Tel:	Facsimile:	E-mail:
+250 25 257 7581	+250 25 257 5756	info@minecofin.gov.rw

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

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

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

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Authorized Representative



INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative



SCHEDULE 1

Project Description

The objective of the Project is to improve access to basic services and economic opportunities for refugees and host communities, and support environmental management, in the Target Areas in Rwanda.

The Project consists of the following parts:

Part 1: Access to basic services and socio-economic investments

A. Access to basic services

Support for investments in Target Districts:

- (a) in the education sector that enable integration of refugee children into public schools, harmonize the quality of education across refugee and host community populations and provide refugees and host communities with access to technical and vocational education (TVET) through, *inter alia*, (i) the construction, rehabilitation or upgrading of elementary, secondary and technical and vocational schools; (ii) the provision of facilities and equipment required for such schools; and (iii) the provision of study grants for market-linked TVET jobs skills training;
- (b) in the health sector that enable refugees and host communities to access medical treatment through, *inter alia*: (i) construction, rehabilitation or upgrading of health posts, centers and/or district hospitals; and (ii) purchase of equipment and medical supplies for such health posts, centers and/or district hospitals; and
- (c) that enable water supply through, *inter alia*, construction or rehabilitation of water supply systems for host communities, namely wells, boreholes, pumps, water tanks or other community-based water systems.

B. Socio-economic investments

Support for investments that promote economic activity in the Target Areas, connect remote refugee and host communities to markets and to strengthen the access of traders and entrepreneurs to refugees and host communities through, *inter alia*: (a) road upgrading or rehabilitation to link refugee populations and host communities to economic opportunities; (b) construction of and/or upgrading of market facilities; (c) installation of lighting for security and extended business hours of market facilities; (d) construction of water and sanitation facilities for market facilities; and (e) construction of child care facilities near market facilities to encourage refugee women's economic participation and minimize the problem of child neglect.

Part 2: Economic Opportunity

Support the expansion of economic opportunities and promote access to finance and private sector investment in the Target Districts, with opportunities open to both refugees and hosting communities, through, *inter alia*:

- (a) the provision of Matching Grants to participating financial institutions to support eligible refugees and/or entrepreneurs and/or cooperatives to be used as collateral for individuals, cooperatives or enterprises for financing viable business plans to cover initial investments or business expansion; and
- (b) capacity building support to BRD, BDAs, financial institutions, and potential entrepreneurs operating in the Recipient's territory to strengthen the financing of the value chain and improve access to finance in the Target Districts.

Part 3: Environmental Management

Support for investments targeting: (i) the rehabilitation of ravines; and (ii) construction of reservoirs to harvest stormwater for productive use in or near the six refugee camps.

Part 4: Project Management and Monitoring and Evaluation

Support for Project management, implementation and supervision at central and district levels, including, *inter alia*, for carrying out: (a) procurement and financial management; (b) monitoring and evaluation; (c) progress reporting; (d) environmental and social safeguards implementation and supervision; and (e) a stakeholder engagement strategy, including through the operationalization of a grievance redress mechanism for the Project and a strategic communications plan that will, *inter alia*, raise awareness of the refugees' right to work in the Recipient's territory.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

MINEMA-SPIU

1. No later than three (3) months after the Effective Date, the Recipient shall, through MINEMA, maintain, throughout Project implementation, the MINEMA-SPIU within MINEMA, composed of key staff, with qualifications and under terms of reference acceptable to the Association, including a dedicated Team for Project implementation, which shall include one Project manager, one procurement specialist, three financial management specialists, one internal auditor, one communications specialist, one engineer, one livelihoods and business development specialist, one environmental, health and safety safeguards specialist, one social safeguards specialist, one monitoring and evaluation specialist, six district field specialists and any other technical, fiduciary, and safeguard specialists as may have been agreed with the Association, as further detailed in the PIM. The MINEMA-SPIU shall be responsible for the overall coordination of the Project (including in assisting Target Districts in screening and supervising investments under Part 1 of the Project) and day to day implementation of Parts 3 and 4 of the Project, including, *inter alia*, ensuring coordination with key stakeholders and governmental agencies, managing, implementing and supervising the fiduciary and safeguard aspects of Parts 3 and 4 of the Project, and overall Project monitoring and evaluation, as further detailed in the PIM.

Project Steering Committee (PSC)

2. The Recipient shall establish and, thereafter, maintain, throughout Project implementation, with function, composition and under terms of reference acceptable to the Association, a high-level inter-agency Project Steering Committee (PSC) to provide strategic oversight and guidance to the Project. The PSC shall be chaired by a high-level official of MINEMA and shall include, *inter alia*, high level representatives of MINECOFIN, Target Districts, BRD and any other relevant ministries and agencies, as further detailed in the PIM.

Inter-agency technical team and inter-agency collaboration

3. The Recipient shall establish and, thereafter, maintain, throughout Project implementation, with functions, composition, qualifications and under terms of reference acceptable to the Association, an inter-agency technical team, as further detailed in the PIM. The inter-agency technical team shall be responsible for

advising the MINEMA-SPIU and other implementing agencies and ensure that Project investments are consistent with national policies and practices.

4. For the purpose of ensuring sound implementation of Parts 1, 2 and 3 of the Project, the Recipient shall ensure MINEMA and/or Target Districts collaborate with relevant technical agencies of the Recipient, in a manner satisfactory to the Association.

BRD-SPIU

5. The Recipient shall: (a) maintain, within BRD, the Single Project Implementation Unit (BRD-SPIU) throughout Project implementation, with two environmental and social safeguards specialists, one financial management specialist and one accountant and other technical, safeguards, and fiduciary specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the BRD-SPIU has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the Project Implementation Manual.
6. The BRD-SPIU shall be responsible for day-to-day management and implementation of Part 2 of the Project, including financial management, procurement, safeguards, supervision, and monitoring and evaluation.

Target Districts

7. The Recipient shall cause the governments of Target Districts to: (a) establish and, thereafter maintain, within the District, a dedicated implementation team, throughout Project implementation, with technical, safeguards, and fiduciary specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the Target District dedicated team has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the Project Implementation Manual.
8. The Target Districts shall be responsible for day-to-day management and implementation of Part 1 of the Project, including financial management, procurement, safeguards, supervision, and monitoring and evaluation. In this regard, MINEMA and technical agencies shall assist the Target Districts in the discharge of their obligations, in accordance with their respective mandates.

Communications Plan on the Right to Work

9. No later than three (3) months after the Effective Date, the Recipient shall adopt, and, thereafter implement, throughout Project implementation, a communications

plan, in form and substance acceptable to the Association, detailing how to publicize the right to work of refugees in the Recipient's territory.

B. Project Implementation Manual (PIM)

1. The Recipient shall carry out, and ensure that the Project is carried out by BRD and the Target Districts, in accordance with the requirements set forth in the PIM. The PIM shall set out detailed guidelines, methods and procedures for the implementation of the Project, including: (i) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration between various Project stakeholders, in particular the Target Districts, the MINEMA SPIU, the inter-agency technical team and the BRD; (ii) budget and budgetary control; (iii) flow of funds, disbursement procedures and banking arrangements; (iv) financial, procurement and accounting procedures; (v) internal control procedures; (vi) accounting system and transaction records; (vii) reporting requirements; (viii) external audit; (ix) anti-corruption and fraud mitigation measures; (x) environmental and social safeguards aspects, including a detailed description of the GRM process as well as any process for recording and reporting Project-related accidents and incidents; (xi) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the investments under Parts 1 and 3 of the Project; (xii) monitoring and evaluation arrangements, including procedures and reporting formats; and (xiii) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Recipient shall ensure that the PIM or any provision thereof is not assigned, amended, abrogated or waived without prior written approval of the Association.
3. In case of any conflict between the terms of the PIM and those of this Agreement, the terms of this Agreement shall prevail.

C. BRD Subsidiary Agreement

1. In order to facilitate the carrying out of Part 2 of the Project, the Recipient shall make the proceeds of the Financing allocated to Categories (2) and (3) ("BRD Subsidiary Financing") available, subject to withdrawal conditions in Section III.B of this Schedule, to the BRD under a subsidiary agreement ("BRD Subsidiary Agreement") to be entered into between the Recipient and the BRD, under terms and conditions approved by the Association, which shall include the following:
 - (a) financial terms and conditions of the BRD Subsidiary Financing, as further defined in the PIM;
 - (b) the obligation of the BRD to use the proceeds of the BRD Subsidiary Financing for technical assistance and purposes of providing Matching-

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Grants to eligible Beneficiaries. For purposes of providing Matching Grants, the BRD shall ensure that participating financial institutions appraise and select Beneficiaries in accordance with the procedures and criteria in the PIM and Matching Grants Manual and enter into agreements, under terms and conditions satisfactory to the Association and as further set out in the Matching Grants Manual and the PIM;

- (c) the obligation of the BRD to carry out Part 2 of the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required for Part 2 of the Project;
- (d) the obligation of the BRD to: (i) exchange views with the Recipient, and the Association with regard to the progress of Part 2 of the Project, and the performance of its obligations under the BRD Subsidiary Agreement; and (ii) assist the Recipient in complying with its obligations referred to in Section II of this Schedule, as applicable to Part 2 of the Project;
- (e) the obligation of the BRD to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of Part 2 of the Project, including but not limited to any Project-related accident or incident;
- (f) the obligation of the BRD to ensure that Part 2 of the Project is carried out in accordance with the Safeguard Instruments, PIM and the Matching Grants Manual;
- (g) the obligation of the BRD to carry out Part 2 of the Project in compliance with the Anti-Corruption Guidelines;
- (h) the obligation of the BRD to carry out Part 2 of the Project in accordance with the Procurement Regulations;
- (i) the obligation of the BRD to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to Part 2 of the Project; and (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and

- (j) the right of the Recipient to take remedial actions against the BRD, in case the BRD shall have failed to comply with any of its obligations under the BRD Subsidiary Agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the BRD Subsidiary Financing transferred to the BRD pursuant to the BRD Subsidiary Agreement (as the case may be).
- 2. The Recipient shall exercise its rights under the BRD Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the BRD Subsidiary Agreement or any of its provisions.

D. Matching Grants under Part 2(a) of the Project

- 1. In order to facilitate Part 2(a) of the Project, the Recipient shall cause BRD to ensure that participating financial institutions shall make Matching Grants to Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association, as further detailed in the Matching Grants Manual.
- 2. The Recipient shall cause BRD to ensure that the participating financial institutions shall make each Matching Grant under a Matching Grant Agreement between the participating financial institution and the respective Beneficiary on terms and conditions approved by the Association, as further detailed in the Matching Grants Manual, which shall include the following:
 - (a) The Matching Grant shall be in cash;
 - (b) The Recipient shall cause BRD to ensure that the participating financial institution shall obtain rights adequate to protect BRD's interests and those of the Association, including the right to: (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Matching Grant upon the Beneficiary's failure to perform any of its obligations under the Matching Grant Agreement; and (ii) require each Beneficiary to: (A) carry out its sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Loan proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Matching Grant in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the subproject and the achievement of its objectives; (E) (1)

maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate and proportionate to reflect the operations, resources and expenditures related to the subproject; and (2) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (F) enable the BRD, Recipient and the Association to inspect the subproject, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

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

E. Safeguards

1. The Recipient shall and shall cause BRD and/or the Target Districts to ensure that the Project is carried out with due regard to appropriate health, safety, social, dam safety and environmental practices and standards, and in accordance with the Safeguards Instruments, and shall ensure or cause to be ensured that no provision of the Safeguard Instruments is amended, suspended, abrogated, repealed or waived without the prior written approval of the Association.
2. The Recipient shall or shall cause BRD and/or Target Districts to ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of the Safeguard Instruments; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, and gender-based violence; all as applicable to such civil works commissioned or carried out pursuant to said contracts.
3. The Recipient shall or shall cause BRD and/or the Target Districts to ensure that the following actions are taken in a manner acceptable to the Association:
 - (a) Project activities shall be screened in accordance with the ESMF and RPF to determine if any ESMP, ESIA (Environmental and Social Impact Assessment) or RAP is needed;

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- (b) for each activity under the Project for which the ESMF and the RPF provide for the preparation of an ESIA, and/or an ESMP, and a RAP:
 - (i) proceed to have such ESIA, and/or ESMP and RAP as appropriate: (A) prepared and disclosed in accordance with the ESMF, the RPF and the SEP (Stakeholder Engagement Plan), respectively; (B) consulted upon adequately with people affected by the Project as per the SEP and the ESMF and the RPF, respectively, and submitted to the Association for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and
 - (ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESIA, and/or ESMP and RAP in a manner satisfactory to the Association;
 - (c) all measures are taken to implement the RAPs in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:
 - (i) adequate funds are made available to cover all the costs of implementing the RAPs; and
 - (ii) no works under the Project shall be commenced until: (A) all measures required to be taken under said RAP prior to the initiation of said works shall have been taken, including but not limited Project affected persons being compensated at full replacement cost, resettled and provided with assistance in accordance with the RPF and resettlement action plan(s); (B) the Recipient has prepared and furnished to the Association a report in form and substance satisfactory to the Association, on the status of compliance with the requirements of said RAP and detailing that the implementation, monitoring and evaluation of such resettlement action plan is completed and reported in a manner satisfactory to the Association; and (C) the Association has confirmed that said works may be commenced.
4. Without limitation to the excluded expenditures provision set forth in the ESMF and/or RPF, the following activities shall not be eligible to be included in or funded under the Project:
- (a) activities involving the use of pesticides;
 - (b) any activities that would lead to conversion or degradation of critical natural habitats or their supporting areas;

- (c) any activities that would lead to conversion or degradation of critical forest areas, related critical natural habitats, clearing of forests or forest ecosystems;
 - (d) activities involving the financing the rehabilitation or construction of Large Dams;
 - (e) activities involving or located in an international waterway, including underground water;
 - (f) activities involving nuclear reactors and parts thereof and fuel elements (cartridges), non-irradiated, for nuclear reactors; and
 - (g) goods intended for a military or paramilitary purpose.
5. The Recipient shall, and shall cause BRD and the Target Districts to, establish and, thereafter, maintain, throughout Project implementation, and publicize the availability of a grievance and feedback mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.
6. The Recipient shall, and shall cause Target Districts and/or BRD to ensure that any construction or rehabilitation of Small Dams shall be reviewed by qualified engineers, acceptable to the Association, and in accordance with the ESMF.
7. The Recipient shall ensure and shall cause BRD, Target Districts and any pertinent Project service providers, at all times throughout the period of Project implementation, to:
- (a) take all measures necessary on its part to collect, compile, and furnish to the Association through Project Reports, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESMF and RPF and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, among other things: (i) the status of implementation of the ESMF/RPF; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESMF/RPF; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;
 - (b) promptly notify the Association of any incident or accident related to or having an impact on the Project, including but not limited to any Project-related allegation of gender-based violence or alleged violation of Project-

related labor and working conditions, which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the ESMF/RPF, and the instruments referenced therein.

F. Target District Implementation Agreements

1. In order to facilitate the carrying out of Part 1 of the Project, the Recipient, through MINEMA, shall make the proceeds of the Financing allocated to Category (1) ("Target District Subsidiary Financing") available, subject to withdrawal conditions in Section III.B of this Schedule, to the Target Districts under a subsidiary agreement ("Target District Implementation Agreement") to be entered into between the Recipient and each of the Target Districts, under terms and conditions approved by the Association, which shall include the following:
 - (a) financial terms and conditions of the Target District Subsidiary Financing, as further defined in the PIM;
 - (b) the obligation of the Target Districts to use the proceeds of the Target Districts Subsidiary Financing for purposes of carrying out Part 1 of the Project;
 - (d) the obligation of the Target District to carry out Part 1 of the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required for Part 1 of the Project;
 - (e) the obligation of the Target Districts to: (i) exchange views with the Recipient, and the Association with regard to the progress of Part 1 of the Project, and the performance of its obligations under the Target Districts Implementation Agreement; and (ii) assist the Recipient in complying with its obligations referred to in Section II of this Schedule, as applicable to Part 2 of the Project;
 - (e) the obligation of the Target Districts to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of Part 1 of the Project, including but not limited to any Project-related accident and incident;
 - (f) the obligation of the Target Districts to carry out Part 1 of the Project in accordance with the PIM and Safeguard Instruments;
 - (g) the obligation of the Target Districts to carry out Part 1 of the Project in compliance with the Anti-Corruption Guidelines;

- (h) the obligation of the Target Districts to carry out Part 1 of the Project in accordance with the Procurement Regulations;
 - (i) the obligation of the Target Districts to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to Part 1 of the Project; and (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and
 - (j) the right of the Recipient to take remedial actions against the Target Districts, in case the Target Districts shall have failed to comply with any of its obligations under the Target District Implementation Agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the Target District Subsidiary Financing transferred to the Target District pursuant to the Target District Implementation Agreement (as the case may be).
2. The Recipient, through MINEMA, shall exercise its rights under the Target District Implementation Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Target District Implementation Agreement or any of its provisions.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of the Proceeds of the Financing

A. General

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

Category	Amount of the Credit Allocated (expressed in SDR)	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Incremental Operating Costs for Part 1 of the Project	25,100,000	2,800,000	100% from the Credit until it is fully utilized; and 100% from the Grant thereafter
(2) Matching Grants under Part 2(a) of the Project	0	5,800,000	100%
(3) Goods, non-consulting services, consulting services, Training, and Incremental Operating Costs under Part 2(b) of the Project	0	700,000	100%
(4) Goods, works, non-consulting services, consulting services, Training and Incremental Operating Costs for Parts 3 and 4 of the Project	0	8,600,000	100%
TOTAL AMOUNT	25,100,000	17,900,000	

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B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date;
 - (b) under Category (1), unless and until, the Recipient, through MINEMA, signs Target District Implementation Agreements with each Target District, in form and substance satisfactory to the Association, and in accordance with Section I.F of Schedule 2 to this Agreement; and
 - (c) under Category (2), unless and until: (i) the BRD Subsidiary Agreement is signed with the Recipient, in form and substance satisfactory to the Association, and in accordance with Section I.C of Schedule 2 to this Agreement; (ii) a Matching Grants Manual is adopted by BRD, in form and substance acceptable to the Association; and (iii) a communications plan is adopted by the Recipient, in form and substance acceptable to the Association, detailing how to publicize the right to work of refugees in the Recipient's territory.
2. The Closing Date is October 31, 2024.

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SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 1 and December 1, commencing June 1, 2025 to and including December 1, 2056	1.5625%

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

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “BDAs” means Business Development Advisers.
3. “Beneficiary” means an entrepreneur, enterprise and cooperative established in the territory of the Recipient, which satisfies the appropriate eligibility criteria set forth in Matching Grants Manual (as hereinafter defined) and to which the BRD proposes to make a Matching Grant (as such term is hereinafter defined), through a participating financial institution, for purposes of Part 2(a) of the Project.
4. “BRD” means the Development Bank of Rwanda, established and operating pursuant to Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012.
5. “BRD Subsidiary Agreement” means the agreement to be entered into between the Recipient and BRD and referred to in Section I.C. of Schedule 2 to this Agreement.
6. “BRD Subsidiary Financing” means the proceeds of the Financing to be provided to BRD under Categories (2) and (3) of the Financing for purposes of carrying out Part 2 of the Project, in accordance with the BRD Subsidiary Agreement and the PIM and Matching Grants Manual, and referred to in Section I.C of Schedule 2 to this Agreement.
7. “BRD-SPIU” means the single project implementing entity established within the BRD, and referred to in Section I.A of Schedule 2 to this Agreement.
8. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
9. “District” means an administrative subdivision within the Recipient’s territory.
10. “Environmental and Social Management Framework” or “ESMF” means the Environmental and Social Management Framework, dated March 2019, prepared, adopted and disclosed by the Recipient and by the Association on March 25, 2019, and approved by the Association, describing, *inter alia*, the modalities to be followed in screening Project activities in order to assess and determine the need to prepare an ESIA and/or ESMP, including the measures to be taken to avoid, minimize, reduce, or mitigate adverse environmental and social impacts,

procedures for the management of chance finds of physical cultural resources and procedures to ensure protection, maintenance, and rehabilitation of natural habitats, as the same may be amended from time to time with the prior written agreement of the Association.

11. “Environmental and Social Management Plan” or “ESMP” means an Environmental and Social Management Plan, to be prepared, adopted and disclosed by the Recipient, and/or Target Districts, and acceptable to the Association, and giving details of the magnitude of the environmental and social impacts, including procedures for the management of chance finds of physical cultural resources and procedures to ensure protection, maintenance, and rehabilitation of natural habitats, as well as the specific actions, measures and policies designed to facilitate the achievement of the objective of the ESMF, including the budget and cost estimates, and sources of funding, along with the institutional and procedural measures needed to implement such actions, measures and policies, as the same may be amended from time to time with the prior written agreement of the Association.
12. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018.
13. “GRM” means the Project-level grievance and feedback mechanism, referred to in Section I.E.5 of Schedule 2 to this Agreement.
14. “Incremental Operating Costs” means the reasonable incremental operating expenses, approved by the Association, incurred by the Target Districts, BRD, and MINEMA or its regional offices on account of the Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment; water and electricity utilities, telephone, office supplies, bank charges, public awareness-related media expenditures, travel, supervision costs, and salaries of Project implementation support staff, but excluding the salaries of officials and public servants of the Recipient’s civil service.
15. “Large Dams” means: (i) dams that are 15 meters or more in height; or (ii) dams that are between 10 and 15 meters in height if they present special design complexities (including but not limited location in a zone of high seismicity); or; (iii) dams under 10 meters in height if they are expected to become Large Dams (as hereinafter defined) during their operation.
16. “Matching Grants” means a grant proposed to be made by BRD through a participating financial institution to a Beneficiary, in accordance with the Matching Grants Manual, for the purposes of financing all or a portion of the expenditures incurred by said Beneficiary under Part 2(a) of the Project for goods, services and

works in connection with an investment approved by the participating financial institution approved and selected by BRD.

17. “Matching Grants Agreement” means an agreement to be concluded between the participating financial institution and a Beneficiary, and referred to in Section I.D of Schedule 2 to this Agreement pursuant to which the BRD shall make a portion of the proceeds allocated under Category 2 available to a participating financial institution for the purpose of providing a Matching Grant to a Beneficiary for carrying out an investment under Part 2(a) of the Project.
18. “Matching Grants Manual” means the manual to be adopted by the BRD for the purposes of setting out the details for awarding Matching Grants to participating financial institutions and Beneficiaries under Part 2(a) of the Project, including but not limited the selection process and eligibility criteria, and referred to in Section I.D of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
19. “MINECOFIN” means the Recipient’s ministry in charge of finance; or any successor thereto acceptable to the Association.
20. “MINEMA” means the Recipient’s ministry in charge of emergency management; or any successor thereto acceptable to the Association.
21. “MINEMA-SPIU” means the single project implementation unit established within MINEMA, and referred to in Section I.A. of Schedule 2 to this Agreement.
22. “Project Implementation Manual” or “PIM” means the manual to be adopted by the Recipient, Target Districts and BRD for the purposes of defining the detailed implementation arrangements for the Project, and referred to in Section I.B. of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
23. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
24. “Project Steering Committee” or “PSC” means the Project steering committee to be established in connection to the Project, and referred to in Section I.A of Schedule 2 to this Agreement.
25. “Resettlement Action Plan” or “RAP” means in respect of any activity involving resettlement, a resettlement plan for such activity prepared, adopted, disclosed and implemented by the Recipient and/or Target Districts, and acceptable to the Association, such resettlement plan to include a program of actions, measures and policies for compensation and resettlement of Project-related affected Persons, and

setting forth the magnitude of displacement, proposed compensation at full replacement cost and other entitlements, the resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements designed to ensure proper implementation of, and regular feedback on, compliance with such RAP, as the same may be amended from time to time with the prior written agreement of the Association.

26. “Resettlement Policy Framework” or “RPF” means the resettlement policy framework, dated March 2019, prepared, adopted, and disclosed by the Recipient and BRD and the Target Districts and by the Association on March 25, 2019, and approved by the Association, setting forth the modalities for resettlement and compensation of Affected Persons under the Project, as the same may be amended from time to time with the prior written agreement of the Association.
27. “Safeguard Instruments” means the environmental and safeguards instruments that have been prepared, adopted and disclosed by the Recipient in connection with the Project, and which includes the ESMF, the RPF, the SEP and the related ESMPs, ESIA and RAPs for the Project.
28. “Small Dams” means dams (including without limitation farm ponds, local silt retention dams and low embankment tanks) that are less than 15 meters in height.
29. “Stakeholder Engagement Plan” means the plan, to be prepared and adopted by the Recipient, Target Districts and BRD, setting out the details for the meaningful engagement with refugee and host communities, and other relevant stakeholders, as the same may be amended from time to time with the prior written agreement of the Association.
30. “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.
31. “Target Areas” or “Target Districts” means the following six Recipient’s Districts: Gicumbi (Northern Province), Gatsibo (Eastern Province), Kirehe (Eastern Province), Nyamagabe (Southern Province), Gisagara (Southern Province), and Karongi (Western Province).
32. “Target District Implementation Agreement” means the agreement to be entered into between each Target District and the Recipient, through MINEMA, and referred to in Section I.F. of Schedule 2 to this Agreement.
33. “Target District Subsidiary Financing” means the proceeds of the Financing to be provided to Target Districts under Category (1) of the Financing for purposes of carrying out Part 1 of the Project, in accordance with the Target District

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Implementation Agreement and the PIM and referred to in Section I.F of Schedule 2 to this Agreement.

34. “Training” means the reasonable cost of training under the Project, as approved by the Association, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 89/01 ryo ku wa 29/07/2019 ryemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekerye n'impano ingana na miliyoni cumi na zirindwi n'ibihumbi magana cyenda by'Amadetesi (17.900.000 DTS) n'inguzanyo ingana na miliyoni makumyabiri n'eshanu n'ibihumbi ijana by'Amadetesi (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda

Seen to be annexed to Presidential Order n° 89/01 of 29/07/2019 ratifying the Financing Agreement, signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project

Vu pour être annexé à l'Arrêté Présidentiel n° 89/01 du 29/07/2019 ratifiant l'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda

Kigali, ku wa 29/07/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

Kigali, on 29/07/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

**Seen and sealed with the Seal of the
Republic:**

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 29/07/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 90/01 RYO
KU WA 29/07/2019 RYEMEZA
BURUNDU AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I
KIGALI, MU RWANDA KU WA 16
GICURASI 2019, HAGATI YA
REPUBLIKA Y'URWANDA NA BANKI
MPUZAMAHANGA
Y'ITERAMBERE/IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE NK'URWEGO
RUYOBORA IKIGEGA GIHURIWEHO
N'ABATERANKUNGA BA GAHUNDA
YA 4 YO KUVUGURURA URWEGO
RW'UBUHINZI MU RWEGO RWA
GAHUNDA ISHINGIYE KU MUSARURO
ICYICIRO CYA 2, YEREKERANYE
N'IMPANO INGANA NA MILIYONI
CUMI NA ZIRINDWI Z'AMADOLARI
Y'ABANYAMERIKA (17.000.000 USD)
AGENEWE GAHUNDA YA 4 YO
KUVUGURURA URWEGO
RW'UBUHINZI ICYICIRO CYA 2

PRESIDENTIAL ORDER N° 90/01 OF
29/07/2019 RATIFYING THE GRANT
AGREEMENT, SIGNED AT KIGALI,
RWANDA ON 16 MAY 2019, BETWEEN
THE REPUBLIC OF RWANDA AND
THE INTERNATIONAL BANK FOR
RECONSTRUCTION AND
DEVELOPMENT/INTERNATIONAL
DEVELOPMENT ASSOCIATION
ACTING AS ADMINISTRATOR OF
THE TRANSFORMATION OF
AGRICULTURE SECTOR PROGRAM 4
PROGRAM-FOR-RESULTS PHASE 2
MULTI-DONOR TRUST FUND,
RELATING TO THE GRANT OF
SEVENTEEN MILLION AMERICAN
DOLLARS (USD 17,000,000) FOR
TRANSFORMATION OF
AGRICULTURE SECTOR PROGRAM 4
PHASE 2

ARRÊTÉ PRÉSIDENTIEL N° 90/01 DU
29/07/2019 RATIFIANT L'ACCORD DE
DON, SIGNÉ À KIGALI, AU RWANDA
LE 16 MAI 2019, ENTRE LA
RÉPUBLIQUE DU RWANDA ET LA
BANQUE INTERNATIONALE POUR LA
RECONSTRUCTION ET LE
DÉVELOPPEMENT/L'ASSOCIATION
INTERNATIONALE DE
DÉVELOPPEMENT AGISSANT EN
QUALITÉ D'ADMINISTRATEUR DU
FONDS FIDUCIAIRE MULTI-
DONATEUR DU QUATRIÈME
PROGRAMME DE TRANSFORMATION
DU SECTEUR AGRICOLE PHASE 2 DU
PROGRAMME POUR LES RÉSULTATS
RELATIF AU DON DE DIX-SEPT
MILLIONS DE DOLLARS AMÉRICAUX
(17.000.000 USD) POUR LE QUATRIÈME
PROGRAMME DE TRANSFORMATION
DU SECTEUR AGRICOLE PHASE 2

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu
bikorwa iri teka

Ingingo ya 3: Igihe iri teka ritangirira
gukurikizwa

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KU WA 29/07/2019 RYEMEZA
BURUNDU AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I
KIGALI, MU RWANDA KU WA 16
GICURASI 2019, HAGATI YA
REPUBLIKA Y'URWANDA NA BANKI
MPUZAMAHANGA
Y'ITERAMBERE/IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE NK'URWEGO
RUYOBORA IKIGEGA GIHURIWEHO
N'ABATERANKUNGA BA GAHUNDA
YA 4 YO KUVUGURURA URWEGO
RW'UBUHINZI MU RWEGO RWA
GAHUNDA ISHINGIYE KU MUSARURO
ICYICIRO CYA 2, YEREKERANYE
N'IMPANO INGANA NA MILIYONI
CUMI NA ZIRINDWI Z'AMADOLARI
Y'ABANYAMERIKA (17.000.000 USD)
AGENEWE GAHUNDA YA 4 YO
KUVUGURURA URWEGO
RW'UBUHINZI ICYICIRO CYA 2

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya
Repubulika y'u Rwanda ryo mu 2003
ryavuguruwe mu 2015, cyane cyane mu
ngingo zaryo iya 112, iya 120, iya 122, iya 167,
iya 168 n'iya 176;

PRESIDENTIAL ORDER N° 90/01 OF
29/07/2019 RATIFYING THE GRANT
AGREEMENT, SIGNED AT KIGALI,
RWANDA ON 16 MAY 2019, BETWEEN
THE REPUBLIC OF RWANDA AND
THE INTERNATIONAL BANK FOR
RECONSTRUCTION AND
DEVELOPMENT/INTERNATIONAL
DEVELOPMENT ASSOCIATION
ACTING AS ADMINISTRATOR OF
THE TRANSFORMATION OF
AGRICULTURE SECTOR PROGRAM 4
PROGRAM-FOR-RESULTS PHASE 2
MULTI-DONOR TRUST FUND,
RELATING TO THE GRANT OF
SEVENTEEN MILLION AMERICAN
DOLLARS (USD 17,000,000) FOR
TRANSFORMATION OF
AGRICULTURE SECTOR PROGRAM 4
PHASE 2

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic
of Rwanda of 2003 revised in 2015, especially
in articles 112, 120, 122, 167, 168 and 176;

ARRÊTÉ PRÉSIDENTIEL N° 90/01 DU
29/07/2019 RATIFIANT L'ACCORD DE
DON, SIGNÉ À KIGALI, AU RWANDA
LE 16 MAI 2019, ENTRE LA
RÉPUBLIQUE DU RWANDA ET LA
BANQUE INTERNATIONALE POUR LA
RECONSTRUCTION ET LE
DÉVELOPPEMENT/L'ASSOCIATION
INTERNATIONALE DE
DÉVELOPPEMENT AGISSANT EN
QUALITÉ D'ADMINISTRATEUR DU
FONDS FIDUCIAIRE MULTI-
DONATEUR DU QUATRIÈME
PROGRAMME DE TRANSFORMATION
DU SECTEUR AGRICOLE PHASE 2 DU
PROGRAMME POUR LES RÉSULTATS
RELATIF AU DON DE DIX-SEPT
MILLIONS DE DOLLARS AMÉRICAUX
(17.000.000 USD) POUR LE QUATRIÈME
PROGRAMME DE TRANSFORMATION
DU SECTEUR AGRICOLE PHASE 2

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du
Rwanda de 2003 révisée en 2015, spécialement
en ses articles 112, 120, 122, 167, 168 et 176;

Dushingiye ku Itegeko n° 016/2019 ryo ku wa 26/07/2019 ryemera kwemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere/Ikigega Mpuzamahanga gitsura Amajyambere nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiye ku musaruro icyiciro cya 2, yerekanye n'impano ingana na miliyon i cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000 USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi icyiciro cya 2;

Tumaze kubona Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere/Ikigega Mpuzamahanga gitsura Amajyambere nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiye ku musaruro icyiciro cya 2, yerekanye n'impano ingana na miliyon i cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000 USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi icyiciro cya 2;

Pursuant to Law n° 016/2019 of 26/07/2019 approving the ratification of the Grant Agreement, signed at Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development/International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for- Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 Phase 2;

Vu la Loi n° 016/2019 du 26/07/2019 approuvant la ratification de l'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement/l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multidonateur du quatrième programme de transformation du secteur agricole phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième programme de transformation du secteur agricole phase 2;

Considering the Grant Agreement, signed at Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development/International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 phase 2;

Considérant l'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement/l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multidonateur du quatrième programme de transformation du secteur agricole phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième programme de transformation du secteur agricole phase 2;

Bisabwe na Minisitiri w'Imari n'Igenamigambi; On proposal by the Minister of Finance and Economic Planning; Sur proposition du Ministre des Finances et de la Planification Économique;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; After consideration and approval by the Cabinet; Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

Iningo ya mbere: Kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere/Ikigega Mpuzamahanga gitsura Amajyambere nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiye ku musaruro icyiciro cya 2, yerekanye n'impano ingana na miliyoni cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000 USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi icyiciro cya 2, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Iningo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Uubbanyi

On proposal by the Minister of Finance and Economic Planning;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Grant Agreement, signed at Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development/International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for- Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 phase 2, annexed to this Order is ratified and becomes fully effective.

Sur proposition du Ministre des Finances et de la Planification Économique;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement/l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multidonateur du quatrième programme de transformation du secteur agricole phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième programme de transformation du secteur agricole phase 2, annexé au présent arrêté est ratifié et sort son plein et entier effet.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre

n'Amahanga n'Ubutwererane na Minisitiri w'Ubuhinzi n'Ubworozi bashinzwe gushyira mu bikorwa iri teka.

Foreign Affairs and International Cooperation and the Minister of Agriculture and Animal Resources are entrusted with the implementation of this Order.

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.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa 29/07/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on 29/07/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 29/07/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA
PEREZIDA N° 90/01 RYO KU WA 90/01 RYO KU WA 29/07/2019
29/07/2019 RYEMEZA BURUNDU RATIFYING THE GRANT
AMASEZERANO Y'IMPANO AGREEMENT, SIGNED AT KIGALI,
YASHYIRIWEHO UMUKONO I RWANDA ON 16 MAY 2019, BETWEEN
KIGALI, MU RWANDA KU WA 16 THE REPUBLIC OF RWANDA AND
GICURASI 2019, HAGATI YA THE INTERNATIONAL BANK FOR
REPUBLIKA Y'URWANDA NA BANKI RECONSTRUCTION AND
MPUZAMAHANGA DEVELOPMENT/INTERNATIONAL
Y'ITERAMBERE/IKIGEGA DEVELOPMENT ASSOCIATION
MPUZAMAHANGA GITSURA ACTING AS ADMINISTRATOR OF
AMAJYAMBERE NK'URWEGO THE TRANSFORMATION OF
RUYOBORA IKIGEGA GIHURIWEHO AGRICULTURE SECTOR PROGRAM 4
N'ABATERANKUNGA BA GAHUNDA PROGRAM-FOR-RESULTS PHASE 2
YA 4 YO KUVUGURURA URWEGO MULTI-DONOR TRUST FUND,
RW'UBUHINZI MU RWEGO RWA RELATING TO THE GRANT OF
GAHUNDA ISHINGIYE KU MUSARURO SEVENTEEN MILLION AMERICAN
ICYICIRO CYA 2, YEREKERANYE DOLLARS (USD 17,000,000) FOR
N'IMPANO INGANA NA MILIYONI TRANSFORMATION OF
CUMI NA ZIRINDWI Z'AMADOLARI AGRICULTURE SECTOR PROGRAM 4
Y'ABANYAMERIKA (17.000.000 USD) PHASE 2
AGENEWE GAHUNDA YA 4 YO
KUVUGURURA URWEGO
RW'UBUHINZI ICYICIRO CYA 2

ANNEX TO PRESIDENTIAL ORDER N° 90/01 RYO KU WA 29/07/2019
RATIFYING THE GRANT AGREEMENT, SIGNED AT KIGALI,
RWANDA ON 16 MAY 2019, BETWEEN THE REPUBLIC OF RWANDA AND
THE INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION
ACTING AS ADMINISTRATOR OF THE TRANSFORMATION OF
THE AGRICULTURE SECTOR PROGRAM 4
PROGRAM-FOR-RESULTS PHASE 2
MULTI-DONOR TRUST FUND,
RELATING TO THE GRANT OF
SEVENTEEN MILLION AMERICAN
DOLLARS (USD 17,000,000) FOR
TRANSFORMATION OF
AGRICULTURE SECTOR PROGRAM 4
PHASE 2

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
N° 90/01 RYO KU WA 29/07/2019
RATIFIANT L'ACCORD DE DON,
SIGNÉ À KIGALI, AU RWANDA LE 16
MAI 2019, ENTRE LA RÉPUBLIQUE DU
RWANDA ET LA BANQUE
INTERNATIONALE POUR LA
RECONSTRUCTION ET LE
DÉVELOPPEMENT/L'ASSOCIATION
INTERNATIONALE DE
DÉVELOPPEMENT AGISSANT EN
QUALITÉ D'ADMINISTRATEUR DU
FONDS FIDUCIAIRE MULTI-
DONATEUR
DU QUATRIÈME PROGRAMME DE
TRANSFORMATION DU SECTEUR
AGRICOLE PHASE 2 DU PROGRAMME
POUR LES RÉSULTATS RELATIF AU
DON DE DIX-SEPT MILLIONS DE
DOLLARS AMÉRICAUX (17.000.000
USD) POUR LE QUATRIÈME
PROGRAMME DE TRANSFORMATION
DU SECTEUR AGRICOLE PHASE 2

GRANT NUMBER TF0B0153

***Transformation of Agriculture Sector
Program 4 Program-for-Results Phase 2
Multi-Donor Trust Fund***
Grant Agreement

(Transformation of Agriculture Sector Program 4 Phase 2)

between

REPUBLIC OF RWANDA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION**
acting as administrator of the Transformation of Agriculture Sector Program 4
Program-for-Results Phase 2 Multi-Donor Trust Fund

Dated May 16, 2019

GRANT NUMBER TF0B0153

GRANT AGREEMENT

AGREEMENT dated _____, 2019, entered into between: REPUBLIC OF RWANDA (“Recipient”); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION (“World Bank”), acting as administrator of the Transformation of Agriculture Sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, for the purpose of providing additional financing to the Program activities related to the Financing Agreement.

WHEREAS:

(A) The World Bank and the Recipient have entered into a Financing Agreement with the Signature Date of May 31, 2018, (Credit Number 6256-RW) pursuant to which the World Bank agreed to provide a credit in an amount equivalent to SDR 69,600,000 to the Recipient to assist in the financing of the Program described in Schedule 1 to this Agreement (“Program”) being implemented by the Recipient.

(B) The Republic of Rwanda has requested additional financing from the Transformation of Agriculture Sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund (“MDTF”) to assist in the financing of the Program.

(C) Multiple development partners (“DPs”), including the United Kingdom’s Department for International Development, the Kingdom of the Netherlands, and Enabel have expressed interest in supporting the Program and in contributing, through the MDTF, an aggregate amount estimated at US\$71,000,000 to the Recipient to assist in the financing of the Program.

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

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

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**Article II
The Program**

- 2.01. The Recipient declares its commitment to the objectives of the program described in Schedule 1 to this Agreement (“Program”). To this end, the Recipient shall:
 - (a) carry out Part 1 of the Program through MINAGRI;
 - (b) cause Parts 2 and 3 of the Program to be carried out by NAEB; and
 - (c) cause Parts 2, 3 and 4 of the Program to be carried out by RAB;all in accordance with the provisions of Article II of the Standard Conditions and the Program Agreements.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Program is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed seventeen million United States Dollars (USD 17,000,000.00) (“Grant”) to assist in financing the Program.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV
Additional Remedies**

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:

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- (a) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by any of the Program Implementing Entities of its obligations under its Program Agreement.
- (b) Any of the Program Implementing Entities has failed to perform any obligation under its Program Agreement.
- (c) IBRD or IDA has declared any of the Program Implementing Entities ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any project or program financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of: (i) a determination by IBRD or IDA that any of the Program Implementing Entities has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that any of the Program Implementing Entities is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project or program financed in whole or in part by such financier as a result of a determination by such financier that any of the Program Implementing Entities has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.
- (d) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that any of the Program Implementing Entities will be able to perform its obligations under its Program Agreement.
- (e) any of the Program Implementing Entities' Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of the applicable Program Implementing Entity to perform any of its obligations under its Program Agreement; and
- (f) the Program has been modified or suspended so as to affect materially and adversely the ability of the Recipient to achieve the objective of the Program.

**Article V
Effectiveness; Termination**

- 5.01 This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

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- (a) The execution and delivery of this Agreement on behalf of the Recipient and the Program Agreements on behalf of the Program Implementing Entities have been duly authorized or ratified by all necessary governmental and corporate action.
 - (b) The Subsidiary Agreements referred to in Sections I.B and I.C of Schedule 2 to this Agreement have been executed on behalf of the Recipient and the Program Implementing Entities.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:
- (a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms;
 - (b) on behalf of the Program Implementing Entities, that the Program Agreements have been duly authorized or ratified by, and executed and delivered on their behalf and are legally binding in accordance with their terms; and
 - (c) the Subsidiary Agreements referred to in Section I.B and I.C of Schedule 2 to this Agreement have been duly authorized or ratified by the Recipient and the Program Implementing Entities and are legally binding upon each such party in accordance with their terms.
- 5.03. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

**Article VI
Recipient's Representative; Addresses**

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance and Economic Planning
P. O. Box 158

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Kigali
Rwanda

Facsimile: E-mail:
250-25257-75-81 mfin@minecofin.gov.rw

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

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

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

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AGREED at Kigali, Rwanda, as of the day and
year first above written.

REPUBLIC OF RWANDA

By



Authorized Representative

Igiziel Ndagijimana

Minister of finance and
Economic Planning

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Transformation of Agriculture
Sector Program 4 Program-for-Results Phase 2 Multi-Donor
Trust Fund**

By



Authorized Representative

Mr. Hafez M.H. Ghanem

Vice President, Africa Region
World Bank

SCHEDULE 1

Program Description

The objective of the Program is to promote the commercialization of agricultural value chains in Rwanda.

The Program consists of the following activities:

Part 1. Policy and Organizational Reform

Improving the structure and capacity of MINAGRI to strengthen agricultural sector analysis, associated policy reforms and to design financing mechanisms and business models to attract private sector investment in the agricultural sector, including through, *inter alia*: (i) organizational review of MINAGRI; (ii) organizational development plan for MINAGRI; (iii) the development of a private sector leveraging strategy for the agricultural sector that sets out selection criteria, including on environmental and social management criteria, to screen potential private investments; and (iv) the design and operationalization of agricultural platforms.

Part 2. Enabling Agricultural Commercialization

Enhancing the quality of public investments in essential value chains services to leverage commercial agriculture including through, *inter alia*: (i) design and implementation of national public-private dialogues; and (ii) new investments in sustainable irrigation and terracing.

Part 3. Delivery of Improved Agricultural Value Chain Services

Fostering competitive agricultural value chain services including through, *inter alia*: (i) increasing the use of private sector service delivery, such as, for example, out-grower services and productive partnerships; and (ii) expanding access to information and financial services.

Part 4. Efficiency in Public Expenditures

Supporting MINAGRI, NAEB and RAB in improving efficiency in public expenditure, including, *inter alia*, improved budget execution and audits.

SCHEDULE 2

Program Execution

Section I. Implementation Arrangements

A. Program Fiduciary, Environmental and Social Systems

Without limitation upon the provisions of Article II of the Standard Conditions, the Recipient shall carry out the Program, or cause the Program to be carried out, in accordance with financial management, procurement and environmental and social management systems acceptable to the World Bank (“Program Fiduciary, Environmental and Social Systems”) which are designed to ensure that:

1. the Grant proceeds are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
2. the actual and potential adverse environmental and social impacts of the Program are identified, avoided, minimized, or mitigated, as the case may be, all through an informed decision-making process.

B. RAB Subsidiary Agreement

- (a) To facilitate the carrying out of the RAB’s Respective Parts 2, 3 and 4 of the Program, the Recipient shall make part of the proceeds of the Grant available to the RAB under a subsidiary agreement between the Recipient and the RAB, under terms and conditions approved by the World Bank, which shall include, *inter alia*, providing part of the proceeds of the Grant on a grant basis (“RAB Subsidiary Agreement”).
- (b) The Recipient shall exercise its rights under the RAB Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant.
- (c) Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the RAB Subsidiary Agreement or any of its provisions.

C. NAEB Subsidiary Agreement

1. To facilitate the carrying out of the NAEB’s Respective Parts 2 and 3 of the Program, the Recipient shall make part of the proceeds of the Grant available to NAEB under a subsidiary agreement between the Recipient and NAEB, under terms and conditions approved by the World Bank, which shall include, *inter alia*,

providing part of proceeds of the Grant on a grant basis (“NAEB Subsidiary Agreement”).

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

D. Additional Program Implementation Arrangements

1. Program Institutions

Without limitation upon the generality of Part A of this Section I, the Recipient shall maintain, or cause to be maintained, as the case may be, throughout the implementation of the Program, the offices, units and departments within MINAGRI, and the Program Implementing Entities, and ensure that they are assigned with technical, social and environmental safeguards, fiduciary and other responsibilities for implementing the Program, all with powers, functions, institutional capacity and staffing acceptable to the World Bank and with resources adequate to fulfill their respective functions under the Program, as further detailed in the Program Operational Manual.

2. Program Operational Manual (POM)

- (a) Within three (3) months from the date on which this Agreement is declared effective, the Recipient shall update the POM in accordance with terms of reference acceptable to the World Bank and adopt the updated POM.
- (b) Without limitation on the generality of Part A of this Section I, the Recipient shall carry out the Program or cause the Program to be carried out, in accordance with the POM 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 PSTA4 and 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 World Bank (“Program Operational Manual”).
- (c) The Recipient shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended, any provision of the Program

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Operational Manual, without the prior written agreement of the World Bank.

- (d) Notwithstanding the foregoing, if any provision of said Program Operational Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. **Program Action Plan**

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

E. Anti-Corruption

Without limitation upon the provisions of Part A of this Section, the Recipient shall carry out the Program, or cause the Program to be carried out, in accordance with the provisions of the Anti-Corruption Guidelines.

Section II. Excluded Activities

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

- A. in the opinion of the World Bank, 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\$75 million equivalent or more per contract; (2) goods, estimated to cost US\$50 million equivalent or more per contract; (3) non-consulting services, estimated to cost US\$50 million equivalent or more per contract; (4) consulting services, estimated to cost US\$20 million equivalent or more per contract; or (5) information technology system estimated to cost US\$50 million equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation; Audits

A. Program Reports

The Recipient shall monitor and evaluate the progress of the Program and prepare Program Reports in accordance with the provisions of Section 2.06 of the Standard Conditions. Each Program Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

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 (“DLR”) 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 the responsibility of undertaking the verification of compliance of the DLIs/DLRs, which are set forth in the table in Section IV.A.2 of this Schedule; and
- (b) cause the Office of the Auditor General (“OAG”) to, not later than thirty (30) days after the verification of compliance of said DLIs/DLRs has been completed, prepare and furnish to the Recipient and the World Bank, a report on the results of said verification of compliance process of such scope and in such detail as the World Bank shall reasonably request.

C. Program Financial Audits

Without limitation on the generality of Section I.A of this Schedule 2 and Section 2.07 of the Standard Conditions, the Recipient shall have its Financial Statements for the Program audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient commencing with the fiscal year in which the first withdrawal was made. The audited Financial Statements for such period shall be furnished to the World Bank not later than ten (10) months after the end of such period.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of Article III of the Standard Conditions, this Section, and such

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additional instructions as the World Bank may specify from time to time by notice to the Recipient to finance the results (“Disbursement Linked Results” or “DLRs”) achieved by the Recipient and or the 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 Grant (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 Grant to each Category:

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Grant Allocated (expressed in USD)	Disbursement Calculation Formula
(1) DLI #1: Organizational development plan successfully prepared and implementation on track	DLR # 1.1: Organizational review, including capacity needs assessment of MINAGRI completed and new functional structures in place DLR # 1.2: Organizational development plan for MINAGRI prepared and approved DLR # 1.3: Upgrade of human resources management function completed	4,163,265	DLR # 1.1: 4,163,265 DLR # 1.2: 0 DLR # 1.3: 0

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(2) DLI #2: Improved analytical and policy reform competencies demonstrated	DLR # 2.1: Private sector leveraging strategy with implementation plan published DLR # 2.2: Annual Report by MINAGRI on public-private investment in agriculture published DLR # 2.3: Agricultural input subsidy schemes reviewed, alternative models for increasing efficiency assessed, reforms agreed and implemented	4,163,265	DLR # 2.1: 4,163,265 DLR # 2.2: 0 DLR # 2.3: 0
(3) DLI #3: Digital information platforms designed and operational	DLR # 3.1: A common data warehouse platform is designed and ready for use, whereby existing data in MIS and ALIS I are fully interfaced (at least down to the level of all districts) DLR # 3.2: The Farmer registration application and ALIS II are fully interfaced with MIS and ALIS I in	2,602,041	DLR # 3.1: 2,602,041 DLR # 3.2: 0

	<p>the common data warehouse platform. Both, farmer registration and ALIS II, will hold data covering all districts</p> <p>DLR#3.3: The Livestock registration application (holding cow data with national coverage) will be interfaced with MIS, ALIS I and ALIS II, farmer registration application in common data warehouse platform</p> <p>DLR# 3.4: Sector performance dash board is in place and publicly accessible online, whereby it provides reports on national agricultural macro indicators, national indicator of food Security and PSTA4 results indicators</p>		DLR# 3.3: 0
(4) DLI #4: Mechanism to strengthen agriculture public-private dialogues (Ag.	DLR# 4.1: Two mechanisms designed, piloted, and budgeted: (1) national agriculture public-private	2,602,041	DLR# 4.1: 2,602,041

PPD) and agriculture value chain platforms designed and implemented	dialogues on themes with strategic relevance (2) commodity value chain platforms DLR# 4.2: Two national agriculture public-private dialogues held and at least 3 agriculture value chain platforms established with operating plans DLR# 4.3: Additional 2 agriculture public-private dialogues held DLR# 4.4: Agriculture value chain platforms are fully functional and yielded evidence of satisfactory results (as per monitoring and evaluation of operating plan)		DLR# 4.2: 0 DLR# 4.3: 0 DLR# 4.4: 0
(5) DLI #5: New irrigation area identified, developed and/or managed where commercial viability has been a determining appraisal criterion	DLI #5.1: Number of Ha. identified, developed and put under recognized PPP increased to 2,940 Ha.	0	DLR #5.1: 0 for which an amount of 0 is allocated for each additional Ha. of land identified, developed and put under recognized PPP

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(baseline is 0 Ha.)			
(6) DLI #6: New terracing area identified, developed and/or managed where commercial viability has been a determining appraisal criterion (baseline is 0 Ha.)	DLR #6.1: Number of Ha. identified, developed and put under recognized PPP increased to 3,055 Ha.	0	DLR #6.1: 0 for which an amount of 0 is allocated for each additional Ha. of land identified, developed and put under recognized PPP
(7) DLI #7: Volume of private sector investment (in US\$) matching public financing in PPP infrastructure project (baseline is \$0)	DLR #7: Volume of private sector investment (in US\$) matching public financing in PPP infrastructure projects has increased to \$11,150,000	0	DLR #7: 0 for which an amount of 0 is allocated for each additional \$1,000,000
(8) DLI #8: Private sector extension service models designed, launched and achieving positive response (baseline is 0 households reached non-outgrower scheme and 0 new farm households outgrower schemes)	DLR #8.1: The number of farm households reached by private advisory services (non-outgrower scheme) has increased to 14,000 DLR #8.2: The number of new farm household participating in outgrower schemes has increased to 10,000	0	DLR #8.1: 0 for which an amount of 0 is allocated for each additional farm household reached DLR #8.2: 0 for which an amount of 0 is allocated for each additional farm household reached
(9) DLI #9: Reform of RAB	DLR #9.1: Implementation plan for RAB	3,469,388	DLR #9.1: 3,469,388

	<p>restructuring order prepared and approved by its Board</p> <p>DLR#9.2: +/-3% Deviation between budget and outturn expenditure 2019/20</p> <p>DLR#9.3: Unqualified audit opinion on the financial statement of RAB</p>		DLR #9.2: 0
TOTAL AMOUNT		17,000,000.00	DLR #9.3: 0

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for purposes of Section 3.04 of the Standard Conditions (renumbered as such pursuant to paragraph 5 of Section II of the Appendix to this Agreement and relating to Program Expenditures), for DLRs achieved prior to the date of this Agreement.
 - (b) for any DLR, until and unless the Recipient has furnished evidence satisfactory to the World Bank that said DLR has been achieved, including verification reports from the OAG, as the case may be, in accordance with procedures and arrangements and verification protocols satisfactory to the World Bank; or
 - (c) for any DLR under Category (5), (6), (7) or (8), until and unless the Recipient has furnished evidence satisfactory to the World Bank that: (i) a private sector leveraging strategy, including a detailed environmental and social screening checklist for private sector or PPP investments, has been adopted by the Recipient, in form and substance satisfactory to the World Bank; and (ii) the necessary prior environmental and social permit and licenses for any Program investments have been obtained, in form and substance satisfactory to the World Bank.

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2. Notwithstanding the provisions of Part B.1(b) of this Section, the Recipient may withdraw: (i) an amount not to exceed 25% of the Grant as an advance; provided, however, that if the DLRs in the opinion of the World Bank, are not achieved (or only partially achieved) by the Closing Date, the Recipient shall refund such advance (or portion of such advance as determined by the World Bank in accordance with the provisions of paragraph (3) of this Part B) to the World Bank promptly upon notice thereof by the World Bank. Except as otherwise agreed with the Recipient, the World Bank 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 World Bank shall specify by notice to the Recipient.
3. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs have not been achieved by the date by which said DLR is set to be achieved, the World Bank may, by notice to the Recipient: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Grant then allocated to said Category which, in the opinion of the World Bank, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the Disbursement Calculation Formula set out in column 4 of the table above; (b) reallocate all or a portion of the proceeds of the Grant then allocated to said DLR to any other DLR; and/or (c) cancel all or a portion of the proceeds of the Grant then allocated to said DLR.
4. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2021.
5. Notwithstanding the foregoing provisions of this Section IV, if at any time after the Closing Date the Recipient has failed to provide evidence satisfactory to the World Bank that the amount of the Grant withdrawn from the Grant Account does not exceed the total amount of Program Expenditures, the Recipient shall, promptly upon notice from the World Bank, refund to the World Bank such excess amount of the Grant withdrawn from the Grant Account. The World Bank shall cancel the refunded amount of the Grant withdrawn from the Grant Account.

APPENDIX

Section I. Definitions

1. “Agriculture Land Information System I” or “ALIS I” means the geo-spatial and static information system that maps public parcels for agriculture.
2. “ALIS II” means the geo-spatial and static information system that maps public parcels for agriculture that also incorporates weather data.
3. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing”, dated February 1, 2012, and revised July 10, 2015.
4. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
5. “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.
6. “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.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Grant allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
7. “Financing Agreement” means the agreement for Transformation of Agriculture Sector Program 4 Phase 2, between the Republic of Rwanda and the International Development Association, dated May 31, 2018 (Credit Number 6256-RW).
8. “Fiscal Year” or “FY” means the financial year of the Recipient commencing July 1 of every calendar year and ending June 30 of the subsequent year.
9. “Ha.” means an area of land equivalent to 10,000 sq. meters.
10. “MINAGRI” means the Recipient’s ministry in charge of agriculture; or any successor thereto acceptable to the World Bank.
11. “MIS” means the Management Information System of MINAGRI.
12. “NAEB” means the National Agricultural Exports Development Board, the Recipient’s agency established and operating under the NAEB Legislation.

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13. “NAEB Legislation” means the Recipient’s Law No 39/2010 of 25/11/210.
14. “NAEB Subsidiary Agreement” means the agreement referred to in Section I.C. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to NAEB.
15. “Office of the Auditor General” or “OAG” means the Recipient’s Office of the Auditor General, or any successor agency thereto satisfactory to the World Bank.
16. “PPP” means public-private partnership.
17. “Program Action Plan” means the Recipient’s plan dated April 30, 2018 and referred to in Section I.C.3. of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the World Bank.
18. “Program Fiduciary and Environmental and Social Systems” means the Recipient’s and Program Implementing Entities’ systems for the Program referred to in Section I.A of Schedule 2 to this Agreement.
19. “Program Implementing Entities” means NAEB and RAB.
20. “Program Implementing Entities’ Legislation” means the NAEB Legislation and RAB Legislation.
21. “Program Operational Manual” and “POM” means the manual adopted by the Recipient, for the implementation of the Program, in form and substance satisfactory to the World Bank, pursuant to Section I.D.2. of Schedule 2 to this Agreement, as the same may be updated from time to time with the prior written agreement of the World Bank.
22. “PSTA4” means the Recipient’s Strategic Plan for Agricultural Transformation.
23. “RAB” means the Rwanda Agriculture and Animal Resources Development Board, a legally independent entity established and operating pursuant to the RAB Legislation.
24. “RAB Legislation” means Recipient’s Law No. 38/2010 of 25/11/2010.
25. “RAB Subsidiary Agreement” means the agreement referred to in Section I.B. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to RAB.
26. “Selected Public Agricultural Institutions” means MINAGRI, NAEB and RAB.

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27. “Standard Conditions” means the “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated February 15, 2012, with the modifications set forth in Section II of this Appendix.
28. “Subsidiary Agreements” means the agreements referred to in Section I.B. and I.C. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to NAEB and RAB.

Section II. Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. Wherever used throughout the Standard Conditions, the term “the Project” is modified to read “the Program”, the term “Project Report” is modified to read “Program Report”, and the term “Eligible Expenditure” is modified to read “Program Expenditure”.
2. Section 3.03, *Special Commitment by the World Bank*, is deleted in its entirety, and the subsequent Sections in Article III are renumbered accordingly.
3. In Section 3.03 (originally numbered as Section 3.04), the phrase “or to request the World Bank to enter into a Special Commitment” is deleted.
4. The section originally numbered as Section 3.05, *Designated Accounts*, is deleted in its entirety, and the subsequent Sections in Article III are renumbered accordingly.
5. Paragraph (a) of Section 3.04 (originally numbered as Section 3.06), *Eligible Expenditures* (renamed “Program Expenditures” in accordance with paragraph 1 of this Section II), is modified to read: “(a) the payment is for the reasonable cost of expenditures required for the Program and to be financed out of the proceeds of the Grant in accordance with the provisions of the Grant Agreement;”.
6. Paragraph (a) of Section 3.05 (originally numbered as Section 3.07), *Financing Taxes*, is modified to read: “(a) The Grant Agreement may specify that the proceeds of the Grant may not be withdrawn to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Program Expenditures, or on their importation, manufacture, procurement or supply. In such case, if the amount of any such Taxes decreases or increases, the World Bank may, by notice to the Recipient, exclude such amount or such Tax from the Program Expenditures to be financed out of the proceeds of the Grant specified in the Grant Agreement, as required to ensure consistency with such limitation on withdrawals.”
7. The last sentence of Section 3.05 (originally numbered as Section 3.07), *Financing Taxes*, is modified to read: “To that end, if the World Bank at any time determines

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that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the World Bank may, by notice to the Recipient, exclude such amount or such Tax from the Program Expenditures to be financed out of the proceeds of the Grant specified in the Grant Agreement, as required to ensure consistency with such policy of the World Bank.”.

8. Section 3.06 (originally numbered as Section 3.08), *Reallocation*, is modified to read: “Notwithstanding any allocation of an amount of the Grant to a withdrawal category under the Grant Agreement, the World Bank may, by notice to the Recipient, reallocate any other amount of the Grant to such category if the World Bank reasonably determines at any time that such reallocation is appropriate for the purposes of the Program.”
9. Section 4.01, *Cancellation by the Recipient*, is modified to read: “The Recipient may, by notice to the World Bank, cancel any unwithdrawn amount of the Grant.”
10. Paragraph (d) of Section 4.03, *Cancellation by the World Bank*, entitled “Misprocurement”, is deleted, and subsequent paragraph (e) is re-lettered accordingly.
11. Section 4.04, *Amounts Subject to Special Commitment Unaffected*, is deleted in its entirety, and subsequent Sections in Article IV and references to such Sections are renumbered accordingly.
12. In the **Appendix**, *Definitions*, all references to Section numbers are modified, as necessary, to reflect the modifications set forth above. In addition, the definition of the term “Special Commitment” set forth in paragraph 22 is deleted in its entirety, and all subsequent paragraphs are renumbered accordingly.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 90/01 ryo ku wa 29/07/2019 ryemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere/Ikigega Mpuzamahanga gitsura Amajyambere nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiye ku musaruro icyiciro cya 2, yerekanye n'impano ingana na miliyoni cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000 USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi icyiciro cya 2

Seen to be annexed to Presidential Order n° 90/01 of 29/07/2019 ratifying the Grant Agreement, signed at Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development/International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 Phase 2

Vu pour être annexé à l'Arrêté Présidentiel n° 90/01 du 29/07/2019 ratifiant l'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement/l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multi-donateur du quatrième programme de transformation du secteur agricole phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième programme de transformation du secteur agricole phase 2

Kigali, ku wa 29/07/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

Kigali, on 29/07/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

**Seen and sealed with the Seal of the
Republic:**

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 29/07/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA MINISITIRI W'INTEBE
N° 80/03 RYO KU WA 30/07/2019
RIGENA URWEGO RUREBERERA
IKIGO GISHINZWE IMICUNGIRE
N'IMIKORESHEREZE Y'UBUTAKA
MU RWANDA

PRIME MINISTER'S ORDER N° 80/03
OF 30/07/2019 DETERMINING THE
SUPERVISING ORGAN OF RWANDA
LAND MANAGEMENT AND USE
AUTHORITY

ARRÊTÉ DU PREMIER MINISTRE N°
80/03 DU 30/07/2019 DÉTERMINANT
L'ORGANE DE TUTELLE DE
L'OFFICE RWANDAIS DE GESTION
ET D'UTILISATION FONCIÈRES

ISHAKIRO

Ingingo ya mbere: Urwego rureberera

Ingingo ya 2: Ushinzwe gushyira mu
bikorwa iri teka

Ingingo ya 3: Ivanwaho ry'ingingo
zinyuranyije n'iri teka

Ingingo ya 4: Igihe iri teka ritangirira
gukurikizwa

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**ITEKA RYA MINISITIRI W'INTEBE
N° 80/03 RYO KU WA 30/07/2019
RIGENA URWEGO RUREBERERA
IKIGO GISHINZWE IMICUNGIRE
N'IMIKORESHEREZE Y'UBUTAKA
MU RWANDA**

**PRIME MINISTER'S ORDER N° 80/03
OF 30/07/2019 DETERMINING THE
SUPERVISING ORGAN OF RWANDA
LAND MANAGEMENT AND USE
AUTHORITY**

**ARRÊTÉ DU PREMIER MINISTRE N°
80/03 DU 30/07/2019 DÉTERMINANT
L'ORGANE DE TUTELLE DE
L'OFFICE RWANDAIS DE GESTION
ET D'UTILISATION FONCIÈRES**

Minisitiri w'Intebe,

Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 119, iya 120, iya 122 n'iya 176;

Ashingiye ku Itegeko n° 05/2017 ryo ku wa 03/02/2017 rishyiraho Ikigo Gishinzwe Imicungire n'Imikoreshereze y'Ubutaka mu Rwanda rikanagena inshingano, imiterere n'imikorere byacyo, cyane cyane mu ngingo yaryo ya 6;

Bisabwe na Minisitiri w'Ibidukikije;

Inama y'Abaminisitiri, yateranye ku wa 07/06/2019, imaze kubisuzuma no kubyemeza;

The Prime Minister,

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 119, 120, 122 and 176;

Pursuant to Law n° 05/2017 of 03/02/2017 establishing Rwanda Land Management and Use Authority and determining its mission, organisation and functioning, especially in Article 6;

On proposal by the Minister of Environment;

After consideration and approval by the Cabinet, in its session of 07/06/2019;

Le Premier Ministre,

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 119, 120, 122 et 176;

Vu la Loi n° 05/2017 du 03/02/2017 portant création de l'Office Rwandais de Gestion et d'Utilisation Foncières et déterminant ses missions, son organisation et son fonctionnement, spécialement en son article 6;

Sur proposition du Ministre de l'Environnement;

Après examen et adoption par le Conseil des Ministres, en sa séance du 07/06/2019;

ATEGETSE:

ORDERS:

ARRÊTE:

Ingingo ya mbere: Urwego rureberera

Urwego rureberera Ikigo Gishinzwe Imicungire n'Imikoreshereze y'Ubutaka mu Rwanda ni Minisiteri y'Ibidukikije.

Ingingo ya 2: Ushinzwe gushyira mu bikorwa iri teka

Minisitiri w'Ibidukikije ashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Ivanwaho ry'ingingo zinyuranyije n'iri teka

Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.

Ingingo ya 4: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa 30/07/2019

Article One: Supervising organ

The supervising organ of Rwanda Land Management and Use Authority is the Ministry of Environment.

Article 2: Authority responsible for the implementation of this Order

The Minister of Environment is entrusted with the implementation of this Order.

Article 3: Repealing provision

All prior provisions contrary to this Order are repealed.

Article 4: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on 30/07/2019

Article premier: Organe de tutelle

L'organe de tutelle de l'Office Rwandais de Gestion et d'Utilisation Foncières est le Ministère de l'Environnement.

Article 2: Autorité chargée de l'exécution du présent arrêté

Le Ministre de l'Environnement est chargé de l'exécution du présent arrêté.

Article 3: Disposition abrogatoire

Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.

Article 4: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 30/07/2019

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
Dr NGIRENTE Edouard
Prime Minister

(sé)
Dr NGIRENTE Edouard
Premier Ministre

(sé)
Dr BIRUTA Vincent
Minisitiri w'Ibidukikije

(sé)
Dr BIRUTA Vincent
Minister of Environment

(sé)
Dr BIRUTA Vincent
Ministre de l'Environnement

**Bibonywe kandi bishyizweho Ikirango Seen and sealed with the Seal of the Vu et scellé du Sceau de la République:
cya Repubulika: Republic:**

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

**ITEKA RYA MINISITIRI W'INTEBE
N° 81/03 RYO KU WA 30/07/2019
RISEZERERA NTA MPAKA HEAD OF
DEPARTMENT**

**PRIME MINISTER'S ORDER N° 81/03
OF 30/07/2019 AUTOMATICALLY
REMOVING FROM OFFICE A HEAD
OF DEPARTMENT**

**ARRÊTÉ DU PREMIER MINISTRE N°
81/03 DU 30/07/2019 PORTANT
DÉMISSION D'OFFICE D'UN HEAD
OF DEPARTMENT**

ISHAKIRO

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**ITEKA RYA MINISITIRI W'INTEBE
N° 81/03 RYO KU WA 30/07/2019
RISEZERERA NTA MPAKA HEAD
OF DEPARTMENT**

**PRIME MINISTER'S ORDER N° 81/03
OF 30/07/2019 AUTOMATICALLY
REMOVING FROM OFFICE A HEAD
OF DEPARTMENT**

**ARRÊTÉ DU PREMIER MINISTRE N°
81/03 DU 30/07/2019 PORTANT
DÉMISSION D'OFFICE D'UN HEAD
OF DEPARTMENT**

Minisitiri w'Intebe;

Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 119, iya 120, iya 122 n'iya 176;

Ashingiye ku Itegeko n° 86/2013 ryo ku wa 11/09/2013 rishyiraho sitati rusange igenga abakozi ba Leta, cyane cyane mu ngingo zaryo, iya 93 n'iya 94;

Bisabwe na Minisitiri w'Abakozi ba Leta n'Umurimo;

ATEGETSE:

Ingingo ya mbere: Isezererwa nta mpaka

Bwana NZITABAKUZE Claudien war *Head of Department* mu Kigo gishinzwe Guteza Imbere Uburezi mu Rwanda (REB) asezerewe nta mpaka kuri uwo mwanya kubera ibura ry'umurimo.

The Prime Minister;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 119, 120 and 176;

Pursuant to Law n° 86/2013 of 11/09/2013 establishing the general statutes for public service, especially in Articles 93 and 94;

On proposal by the Minister of Public Service and Labour;

ORDERS:

Article One: Automatic removal from office

Mr NZITABAKUZE Claudien who was Head of Department in Rwanda Education Board (REB) is automatically removed from office due to job discontinuance.

Le Premier Ministre;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 119, 120 et 176;

Vu la Loi n° 86/2013 du 11/09/2013 portant statut général de la fonction publique, spécialement en ses articles 93 et 94;

Sur proposition du Ministre de la Fonction Publique et du Travail;

ARRÊTE:

Article premier: Démission d'office

M. NZITABAKUZE Claudien qui était *Head of Department* au sein de l'Office pour la Promotion de l'Éducation au Rwanda (REB) est démis d'office de ses fonctions pour cause de manque d'emploi.

Iningo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Abakozi ba Leta n'Umurimo na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Article 2: Authorities responsible for the implementation of this Order

The Minister of Public Service and Labour and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Ministre de la Fonction Publique et du Travail et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Iningo ya 3: Ivanwaho ry'ingingo zinyuranyije n'iri teka

Iningo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.

Article 3: Repealing provision

All prior provisions contrary to this Order are repealed.

Article 3: Disposition abrogatoire

Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.

Iningo ya 4: Igihe iri teka ritangirira gurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda. Agaciro karyo gahera ku wa 19/05/2019.

Article 4: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda. It takes effect as of 19/05/2019.

Article 4: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda. Il sort ses effets à partir du 19/05/2019.

Kigali, ku wa 30/07/2019

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
RWANYINDO KAYIRANGWA Fanfan
Minisitiri w'Abakozi ba Leta n'Umurimo

**Bibonywe kandi bishyizweho Ikirango
cy a Repubulika:**

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

Kigali, on 30/07/2019

(sé)
Dr NGIRENTE Edouard
Prime Minister

(sé)
RWANYINDO KAYIRANGWA Fanfan
Minister of Public Service and Labour

**Seen and sealed with the Seal of the
Republic:**

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 30/07/2019

(sé)
Dr NGIRENTE Edouard
Premier Ministre

(sé)
RWANYINDO KAYIRANGWA Fanfan
Ministre de la Fonction Publique et du
Travail

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux