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A. Amategeko/Laws/Lois

N° 021/2020 ryo ku wa 31/12/2020

Itegeko ryemera kwemeza burundu Amasezerano y'impano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA) nk'urwego ruyobora ikigega gihuriweho n'abaterankunga ba gahunda yo gushyigikira imicungire y'urwego rw'ingufu, yerekerye n'impano ingana na miliyoni icumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo kunoza iyegerezwa ry'amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2020..7

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<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMILLE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBLIKA Y'U RWANDA</p>	<p>We, KAGAME Paul, President of the Republic,</p> <p>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</p>	<p>Nous, KAGAME Paul, Président de la République ;</p> <p>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</p>

INTEKO ISHINGA AMATEGEKO:	THE PARLIAMENT:	LE PARLEMENT :
Umutwe w'Abadepite, mu nama yawo yo ku wa 23 Ugushyingo 2020; 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 122, iya 167, iya 168 n'iya 176;	The Chamber of Deputies, in its sitting of 23 November 2020; 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, 122, 167, 168 and 176;	La Chambre des Députés, en sa séance du 23 novembre 2020 ; 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, 122, 167, 168 et 176 ;
Imaze gusuzuma Amasezerano y'impano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA) nk'urwego ruyobora ikigega gihuriweho n'abaterankunga ba gahunda yo gushyigikira imicungire y'urwego rw'ingufu, yerekerye n'impano ingana na miliyoni icumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo kunoza iyegerezwa ry'amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2020;	After consideration of the Grant Agreement, between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Energy Sector Management Assistance Program Multi-Donor Trust Fund for the Energy Access and Quality Improvement Project, relating to the grant of ten million American Dollars (USD 10,000,000) for Energy Access and Quality Improvement Project, signed at Kigali, in Rwanda, on 24 September 2020;	Après examen de l'Accord de don entre la République du Rwanda et l'Association internationale de Développement (IDA) agissant en tant qu'administrateur du Fonds multidonneur d'affectation spéciale du Programme d'assistance à la gestion du secteur de l'énergie, relatif au don de dix millions de Dollars Américains (10.000.000 USD) pour le Projet d'amélioration de l'accès et de la qualité de l'énergie, signé à Kigali, au Rwanda, le 24 septembre 2020 ;
YEMEJE:	ADOPTS:	ADOpte :

<u>Iningo ya mbere: Kwemera kwemeza burundi</u>	<u>Article One: Approval for ratification</u>	<u>Article premier : Approbation pour ratification</u>
Amasezerano y'impano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA) nk'urwego ruyobora ikigega gihuriweho n'abaterankunga ba gahunda yo gushyigikira imicungire y'urwego rw'ingufu, yerekerye n'impano ingana na miliyon i cumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo kwegereza abaturage amashanyarazi no kunoza ubuziranenge bwayo, yashyiriweho umukono i Kigali mu Rwanda ku wa 24 Nzeri 2020, ari ku mugereka, yemerewe kwemezwa burundi.	The Grant Agreement, between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Energy Sector Management Assistance Program Multi-Donor Trust Fund for the Energy Access and Quality Improvement Project, relating to the grant of ten million American Dollars (USD 10,000,000) for Energy Access and Quality Improvement Project, signed at Kigali, in Rwanda, on 24 September 2020, in annex, is approved for ratification.	L'Accord de don entre la République du Rwanda et l'Association internationale de Développement (IDA) agissant en tant qu'administrateur du Fonds multidonneur d'affectation spéciale du Programme d'assistance à la gestion du secteur de l'énergie, relatif au don de dix millions de Dollars Américains (10.000.000 USD) pour le Projet d'amélioration de l'accès et de la qualité de l'énergie, signé à Kigali, au Rwanda, le 24 septembre 2020, en annexe, est approuvé pour ratification.
<u>Iningo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko</u>	<u>Article 2: Drafting, consideration and adoption of this Law</u>	<u>Article 2 : Initiation, examen et adoption de la présente loi</u>
Iri tegeko ryateguve mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Ikinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
<u>Iningo ya 3: Igihe iri tegeko ritangira gukurikizwa</u>	<u>Article 3: Commencement</u>	<u>Article 3 : Entrée en vigueur</u>
Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 31/12/2020

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W' ITEGEKO N° 021/2020 RYO KU WA 31/12/2020 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO, HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) NK'URWEGO RUYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA BA GAHUNDA YO GUSHYIGIKIRA IMICUNGIRE Y'URWEGO RW'INGUFU, YEREKERANYE N'IMPANO INGANA NA MILIYONI ICUMI Z'AMADOLARI Y'ABANYAMERIKA (10.000.000 USD) AGENEWE UMUSHINGA WO KUNOZA IYEGEREZWA RY'AMASHANYARAZI KU BATURAGE N'UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 24 NZERI 2020</p>	<p>ANNEX TO LAW N° 021/2020 OF 31/12/2020 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE ENERGY SECTOR MANAGEMENT ASSISTANCE PROGRAM MULTI DONOR TRUST FUND, RELATING TO THE GRANT OF TEN MILLION AMERICAN DOLLARS (USD 10,000,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, IN RWANDA, ON 24 SEPTEMBER 2020</p>	<p>ANNEXE À LOI N° 021/2020 DU 31/12/2020 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA) AGISSANT EN TANT QU'ADMINISTRATEUR DU FONDS MULTIDONATEUR D'AFFECTATION SPÉCIALE DU PROGRAMME D'ASSISTANCE À LA GESTION DU SECTEUR DE L'ÉNERGIE, RELATIF AU DON DE DIX MILLIONS DE DOLLARS AMÉRICAINS (10.000.000 USD) POUR LE PROJET D'AMÉLIORATION DE L'ACCÈS ET DE LA QUALITÉ DE L'ÉNERGIE, SIGNÉ À KIGALI, AU RWANDA, LE 24 SEPTEMBRE 2020</p>
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ESMAP GRANT NUMBER TB03589

Energy Sector Management Assistance Program Multi-Donor Trust Fund Grant Agreement

(Energy Access and Quality Improvement Project)

between

REPUBLIC OF RWANDA

and

**INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Energy Sector management Assistance Program
Multi Donor Trust Fund**

ESMAP GRANT NUMBER TB03589

**ENERGY SECTOR MANAGEMENT ASSISTANCE PROGRAM
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between the **REPUBLIC OF RWANDA** (the “Recipient”) and the **INTERNATIONAL DEVELOPMENT ASSOCIATION** (the “Bank”), acting as administrator of the Energy Sector Management Assistance Program Multi-Donor Trust Fund (“ESMAP-MDTF”). The Recipient and the Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

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

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall cause Part 3.B and Part 4.D of the Project to be carried out by the Project Implementing Entities in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement and the Project Agreements.

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed ten million United States Dollars (\$10,000,000) (“Grant”) to assist in financing Part 3(b) and Part 4(d) of the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors.

under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Additional Remedies

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:
- (a) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entities of their obligations under the respective Project Agreements.
 - (b) The Project Implementing Entities have failed to perform any obligation under the respective Project Agreements.
 - (c) IBRD or IDA has declared the Project 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 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 the Project Implementing Entities have 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 the Project Implementing Entities are ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entities have 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 the Project Implementing Entities will be able to perform their obligations under the Project Agreements.
 - (e) (i) The agreement ("Co-financing Agreement") between the Recipient and Agence Française de Développement ("Co-financier") providing for financing in an amount equivalent to Euro 80,000,000 ("Co-financing") to assist in financing the Project, has failed to

become effective by the date thirty (30) days after the Effective Date referred to in Section 5.02 of this Agreement or such later date as the Bank has established by notice to the Recipient; provided, however, that the provisions of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Bank that adequate funds for the Project are available from other sources on terms and conditions consistent with its obligations under this Agreement.

- (ii) Subject to sub-paragraph (iii) of this paragraph: (A) the right to withdraw the proceeds of the Co-financing has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the Co-financing Agreement; or (B) the Co-financing has become due and payable prior to its agreed maturity.
 - (iii) Sub-paragraph (ii) of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Bank that: (A) such suspension, cancellation, termination or pre-maturing was not caused by the failure of the recipient of the Co-financing to perform any of its obligations under the Co-financing Agreement; and (B) adequate funds for the Project are available from other sources on terms and conditions consistent with the Recipient's obligations under this Agreement.
- (f) The Bank has determined after the Effective Date referred to in Section 5.02 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

Article V Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:
- (a) the execution and delivery of this Agreement on behalf of the Recipient and the Project Agreements on behalf of the Project Implementing Entities have been duly authorized or ratified by all necessary governmental and corporate action; and
 - (b) the financing agreement dated the same date as this Agreement, between the Recipient and IDA, providing a grant and credit in support of the Project ("Financing Agreement"), has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to

make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

- 5.02. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.03. *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 ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article VI Recipient's Representative; Addresses

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Recipient's minister responsible for finance.
- 6.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's address is:

Ministry of Finance and Economic Planning
12 KN 3 Ave
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	mfin@minecofin.gov.rw

- 6.03. For purposes of Section 7.01 of the Standard Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail
248423 (MCI) or 64145 (MCI)	1-202-477-6391	rwandainfo@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Dr. Uzziel Ndagijimana

Authorized Representative

Name: Dr. Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 24-Sep-2020

**INTERNATIONAL DEVELOPMENT
ASSOCIATION**
acting as administrator of the Energy Sector Management
Assistance Program Multi-Donor Trust Fund

By

Rolande Pryce

Authorized Representative

Name: Rolande Pryce

Title: Country Manager

Date: 24-Sep-2020

SCHEDULE 1

Project Description

The objective of the Project is to improve access to modern energy for households, enterprises, and public institutions and enhance the efficiency of electricity service in the Republic of Rwanda.

The Project consists of the following parts:

Part 1. Increasing Access to Grid Electricity through financing and support for,

Grid connections of new consumers, including financing of grid extensions and consumer connections in select districts in the Recipient's territory, including the districts of Gicumbi, Musanze, Rulindo, Burera, Ngororero, Nyabihu, Rubavu, Rusizi, Nyamasheke, Karongi and Rutsiro.

Part 2. Enhancing the Efficiency of Electricity Service

- (a) *Rehabilitation of Ntaruka Hydro-Power Plant* (“Ntaruka HPP”), through financing and support for, restoration of the Ntaruka HPP plant capacity to its installed capacity of 11.25 MW and upgrade of the control systems and other electromechanical equipment.
- (b) *Improve stability and reliability of the power system*, through financing and support for, installation of (i) static voltage compensators (SVC's) at select substations to reduce overvoltage created by low loading on the transmission lines; and (ii) power system stabilizers and governing systems at select hydro-power stations.
- (c) *Improvements in the Operational Performance of EUCL*, through financing and support for, extension of EUCL's smart meter program to the distribution network including:
 - (i) completing the installation of smart meters for select EUCL large and medium size consumers;
 - (ii) start a program of installation of smart meters on network distribution transformers;
 - (iii) conduct installation of high current smart prepayment meters, both for medium voltage (MV) and low voltage (LV) consumers, to gradually shift identified post-paid customers to prepayment;
 - (iv) purchase and installation of test benches for both pre-paid and post-paid meters; and

- (v) installation of a comprehensive electricity transmission and distribution network geographical information system (GIS).

Part 3. Increasing Access to Off-Grid Electricity and Clean Cooking Solutions

- (a) *Increasing Off-Grid Electricity Access*, through financing and support for:

Results Based Financing Facility to Off-grid Solar Companies (OSCs) (“RBF-OSC Facility”) through provision of results-based partial grants (“OSC Grants”) to eligible OSCs to facilitate the sale of eligible solar systems and the provision of after sale services to final beneficiaries (qualifying households and micro-enterprises), and Incremental Operating Costs of BRD for management of the RBF-OSC Facility as are not otherwise recovered by BRD through a fee charged to the eligible OSCs.

- (b) *Increasing Access to Clean Cooking Solutions*, through financing and support for:

Results Based Financing Facility for Clean Cooking Solutions (“RBF-CCS Facility”) through provision of results-based partial grants (“CCS Grants) to Eligible Enterprises to facilitate the sale of eligible cooking technologies and products to final beneficiaries (qualifying households), and Incremental Operating Costs of BRD for management of the RBF-CCS Facility as are not otherwise recovered by BRD through a fee charged to the Eligible Enterprises.

Part 4. Technical Assistance, Institutional Capacity Building and Implementation Support

- (a) *Project Implementation support*, including hiring of additional staff in EDCL and in the PCU, and sector consultants to continue to support sector management and coordination.
- (b) *Technical Assistance and impact evaluation* including, *inter alia*: (i) sector studies aimed at improving the efficiency of the energy sector performance; (ii) impact evaluation studies to help the sector make appropriate decisions during and after project implementation; (iii) policy and advisory notes required to inform sector decisions; and (iv) gender-specific activities.
- (c) *Capacity Building* across the energy sector agencies including, *inter alia*, in the following areas: energy sector planning, technical skills development, audit, compliance and gender.
- (d) *Technical assistance and institutional capacity building to support an enabling environment for the clean cooking sector development*, including, *inter alia*:

- (i) an awareness-raising and behavior change campaign;
- (ii) market facilitation and policy and regulation review and improvement;
- (iii) stove testing and product development;
- (iv) monitoring and verification of the RBF-CCS Facility;
- (v) innovations subgrant through competitive processes to support innovative technological, business, financing approaches with preferential support to female entrepreneurs (“Innovation Grants”); and
- (vi) Incremental Operating Costs of EDCL for providing technical assistance for cooking sector development.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

Energy Development Corporation Limited (EDCL)

1. The Recipient shall:
 - (a) maintain, at all times during the implementation of the Project, the EDCL with adequate resources, facilitation, staff, powers and functions as satisfactory to the Association for purposes of implementing the Project as further detailed in the EDCL-Operations Manual;
 - (b) designate EDCL with responsibility for overall Project coordination and implementation of Parts 1, 2 and 4, including support to BRD in implementation of Part 3 of the Project (“EDCL’s Respective Part of the Project”);
 - (c) cause EDCL to maintain technical and managerial teams responsible for supporting implementation of EDCL’s Respective Part of the Project;
 - (d) cause EDCL to recruit additional relevant staff within the existing EDCL structure to provide support to ensure effective implementation of the Project, as further detailed in the EDCL-Operations Manual;
 - (e) cause EDCL and any other public or private entity responsible for the operation, financing, or oversight of the Ntaruka HPP to carry out all necessary actions, and enter into any necessary agreements, to effectuate the terms of this Agreement and the ESCP, including but not limited to the actions agreed to in the Ntaruka HPP Action Plan;
 - (f) cause EDCL to, not later than March 31 of each Fiscal Year during the implementation of the Project, prepare and furnish to the Bank for the Bank’s no-objection, a consolidated annual program of activities proposed for implementation under Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project during the following Fiscal Year, including IDA’s, the MDTF’s, the Co-Financiers’ and the Recipient’s respective shares of the costs;
 - (g) cause EDCL to exchange views with the Association on each such proposed annual work plan and budget, and upon the Association’s no-

objection, implement Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project in accordance with the Agreed AWPB, as may be amended from time to time with the Association's prior approval (provided, however, that in the event of any conflict between the Agreed AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail).

Program Coordination Unit (PCU)

2. The Recipient shall: (a) establish and, throughout Project implementation, maintain, within EDCL, a program coordination unit ("Program Coordination Unit" or "PCU"), to be responsible for providing overall leadership to the Project; and (b) ensure that throughout Project implementation, the PCU has adequate resources and staffing with qualifications, experience and under terms of reference acceptable to the Association, such staff to include a program manager, one project coordinator, a procurement specialist, financial management specialist, environmental and social risks management specialist, occupational health and safety specialist, contract management specialist, corporate services specialist, and such other specialists as may be necessary for Project implementation all as further detailed in the EDCL Operations Manual. The PCU will be headed by the program manager ("Program Manager") who will report directly to the Managing Director of EDCL. The Program Manager shall have the overall responsibility for: (i) Project implementation management and coordination; and (ii) Project monitoring and evaluation and reporting. The Program Manager will be supported, within the PCU, by high level staff to head program functions such as procurement, finance, environmental and social risks management, contract management, and any other function that is deemed to require high level leadership. The PCU will house a Project coordinator (the "Project Coordinator") who will provide the Program Manager coordination management and support for the Financing.

Development Bank of Rwanda (BRD) SPIU

3. The Recipient shall:
 - (a) designate BRD with responsibility for implementation of Part 3 of the Project, with technical support from EDCL;
 - (b) maintain, within BRD, the Single Project Implementation Unit (BRD-SPIU) throughout Project implementation, to include separate Project managers for each of Part 3(a) and Part 3(b), one environmental risks management specialist, one social risks management specialist, one financial management specialist, and such other specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and

- (c) 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 BRD-Operations Manual.

Project Steering Committees

4. The Recipient shall establish, and maintain during Project implementation:

- (a) a Grid Electricity Project Steering Committee (GE-PSC) to be responsible for providing high-level oversight and strategic guidance to Part 1, Part 2 and Part 4 of the Project. The GE-PSC shall be chaired by the Permanent Secretary of MININFRA and be comprised of, *inter alia*, the Permanent Secretary or Director General of MINECOFIN, and senior managers of REG, EUCL, EDCL, BRD, and such other members and mandate acceptable to the Association as further detailed in the EDCL-Operations Manual. The GE-PSC will meet at least once every calendar semester during Project implementation to review implementation progress, discuss emerging challenges, and identify mitigating measures.
- (b) an Off-Grid and Clean Cooking Project Steering Committee (OG/CC-PSC) to be responsible for providing high-level oversight and strategic guidance to Part 3 of the Project. The OG/CC-PSC shall be chaired by the Permanent Secretary of MININFRA and be comprised of, *inter alia*, the Permanent Secretary or Director General of MINECOFIN, senior managers of REG, EUCL, EDCL, BRD, representatives from the Ministry of Environment, RSB, and Local Administrative Entities Development Agency (LODA), and such other members and mandate acceptable to the Association as further detailed in the BRD-Operations Manual. The OG/CC-PSC will meet at least once every calendar semester during Project implementation to review implementation progress, discuss emerging challenges, and identify mitigating measures.

B. Project Operations Manuals - POM

1. The Recipient shall ensure that:

- (a) Part 1, Part 2 and Part 4 of the Project is carried out by EDCL in accordance with the requirements set forth in the EDCL Operations Manual;

- (b) Part 3(a) of the Project is carried out by BRD, with the support of EDCL, in accordance with the requirements set forth in the Off-Grid Solar RBF Operations Manual (OGS-RBF Operations Manual); and
 - (c) Part 3(b) of the Project is carried out by BRD, with the support of EDCL, in accordance with the requirements set forth in the Clean Cooking Solutions RBF Operations Manual (CCS-RBF Operations Manual) (the OGS-RBF Operations Manual and the CCS-RBF Operations Manual collectively the “BRD-Operations Manual”).
2. Each of the EDCL Operations Manual and the BRD-Operations Manual (collectively, the “Project Operations Manual” or “POM”) shall set out detailed guidelines, methods and procedures for the implementation of each PIE’s respective part of the Project, including: (a) 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 PSC, the PCU, the technical and management teams within EDCL and the BRD-SPIU, (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures; (e) internal control procedures; (f) external audit; (g) anti-corruption and fraud mitigation measures; (h) environmental and social risks management aspects; (i) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the RBF Facilities and the Innovation Grants; (j) reporting requirements, monitoring and evaluation arrangements, including procedures and reporting formats; and (k) such other arrangements and procedures as shall be required for the effective implementation of the Project.
 3. The Recipient shall ensure that the POM or any provision thereof is not assigned, amended, abrogated or waived without prior written approval of the Association.
 4. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.

C. Subsidiary Agreements.

1. *EDCL Subsidiary Agreement.* To facilitate the carrying out of EDCL’s Respective Part of the Project, the Recipient shall make available to EDCL part of the proceeds of the Financing allocated from time to time to Categories (1), (2), and (4) of the table set forth in Section III.1 of this Schedule and under a subsidiary agreement (“EDCL Subsidiary Agreement”) between the Recipient and EDCL, under terms and conditions approved by the Association, which shall include the following: (a) the principal amount of the financing made available under the EDCL Subsidiary Financing Agreement; (b) the financing terms of the subsidiary financing to be made available under the EDCL Subsidiary Financing Agreement;

- (c) the right of the Recipient to suspend or terminate the right of EDCL to use said proceeds of the said financing, and to obtain a refund of all or any part of the amount of the subsidiary financing then withdrawn, upon the failure of the EDCL to perform any of its obligations under the EDCL Subsidiary Financing Agreement.
2. *BRD Subsidiary Agreement.* To facilitate the carrying out of Part 3 of the Project, the Recipient shall make available to the BRD part of the proceeds of the Financing allocated from time to time to Category (3) of the table set forth in Section III.1 of this Schedule under a subsidiary financing agreement between the Recipient and BRD (the “BRD Subsidiary Financing Agreement”), under terms and conditions approved by the Association, which shall include the following: (a) the principal amount of the financing made available under the BRD Subsidiary Financing Agreement; (b) the financing terms of the subsidiary financing to be made available under the BRD Subsidiary Financing Agreement; (c) the right of the Recipient to suspend or terminate the right of the BRD to use said proceeds of the said financing, and to obtain a refund of all or any part of the amount of the subsidiary financing then withdrawn, upon the failure of BRD to perform any of its obligations under the BRD Subsidiary Financing Agreement.
3. The Recipient shall exercise its rights under each of the EDCL Subsidiary Agreement and the BRD Subsidiary Agreement (collectively, the “Subsidiary Agreements”) in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreements or any of their provisions.

D. RBF Facilities and Innovation Grants

1. The Recipient shall cause BRD and EDCL to avail the RBF Facilities under Part 3 and Innovation Grants under Part 4(D)(v) respectively (“Sub-financing”) to Grant Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association and set forth in the BRD Operations Manual and the EDCL Operations Manual respectively.
2. The Recipient shall cause BRD and EDCL respectively to make each Sub-financing under a Sub-financing Agreement with the respective Grant Beneficiary on terms and conditions approved by the Association, which shall include the following:
- (a) the Project Implementing Entity shall obtain rights adequate to protect its interests and those of the Association and the Recipient, including the right to: (i) suspend or terminate the right of the Grant Beneficiary to use the proceeds of the Sub-financing, or obtain a refund of all or any part of the amount of the Sub-financing then withdrawn, upon the Grant

Beneficiary's failure to perform any of its obligations under the Sub-financing Agreement;

- (b) require each Grant Beneficiary to: (i) 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 grant or loan proceeds other than the Recipient; (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods, works and services to be financed out of the Sub-financing in accordance with the provisions of the Procurement Regulations; and (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-project and the achievement of its objectives;
 - (c) require each Grant Beneficiary to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (ii) enable the Recipient and the Association to inspect the Sub-project, its operation and any relevant records and documents; and (iii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
3. The Recipient shall cause the Project Implementing Entities to exercise their rights under each Sub-financing Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall ensure that the Project Implementing Entities shall not assign, amend, abrogate or waive any Sub-financing Agreement or any of its provisions.
- E. Environmental and Social Standards.**
- 1. The Recipient shall, and shall cause the Project Implementing Entities to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
 - 2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entities to, ensure that the Project is implemented in

accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entities to, ensure that:

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

all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of Grant Proceeds

A. General

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

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) CCS Grants and Incremental Operating Costs under Part 3(b) of the Project (BRD)	7,000,000	100%
(2) Non-consulting services, consulting services, Training and Incremental Operating	3,000,000	100%

Costs and Innovation Grants under Part 4(d) of the Project (EDCL)		
TOTAL AMOUNT	10,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed USD 200,000 may be made, from the ESMAP Grant for payments made prior to this date but on or after June 1, 2020, for Eligible Expenditures under Category 2.
2. Payments under Category 1 and 2 will be financed 100% out of the Grant, and once the Grant is fully disbursed, they will be financed out of resources available under the Financing Agreement.
3. The Closing Date is June 30, 2023.

APPENDIX

Section I. Definitions

1. “Agreed AWPB” means the program of activities and budget under Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project agreed each Fiscal Year between the Recipient and the Bank for implementation during the following Fiscal Year, in accordance with Section I.A.1. of Schedule 2 to this Agreement, as the same may be revised from time to time in accordance with said Section.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January, 2011, and as of July 1, 2016.
3. “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.
4. “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.
5. “BRD Subsidiary Financing” means the proceeds of the Financing to be provided to BRD under Categories (3) of the Financing for purposes of carrying out Part 3 of the Project, in accordance with the BRD Subsidiary Agreement and the BRD Operations Manual, and referred to in Section I.C. of Schedule 2 to this Agreement
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “EDCL” or “Energy Development Corporation Limited” means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient's Law No. 17/2018 of April 13, 2018, governing companies, or any legal successor thereto.
8. “EDCL Subsidiary Agreement” means the agreement to be entered into between the Recipient and EDCL and referred to in Section I.C. of Schedule 2 to this Agreement.
9. “EDCL Subsidiary Financing” means the proceeds of the Financing to be provided to EDCL under Categories (1) (2) and (4) of the Financing for purposes of carrying out Part 1, Part 2 and Part 3 of the Project, in accordance with the EDCL Subsidiary

Agreement and the EDCL Operations Manual, and referred to in Section I.C. of Schedule 2 to this Agreement.

10. “Eligible Enterprises” means enterprises engaged in the production and/or marketing and sale of improved and modern cooking solutions and selected in accordance with criteria laid out in the BRD Operations Manual or EDCL Operations Manual for the receipt of CCS Grants under Part 3(b) or Innovation Grants under Part 4(d)(v) of the Project.
11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated July 28, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
12. “Environmental and Social Standards” or “ESSs” means, collectively:
(i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
13. “Fiscal Year” means each fiscal year of the Recipient commencing on July 1 and ending on June 30 of the subsequent year.
14. “Grant Beneficiary” means each of eligible Off-grid Solar Companies under Part 3(a) or Eligible Enterprises under Part 3(b) or Part 4(d)(v) of the Project, together referred to as “Grant Beneficiaries”.
15. “Incremental Operating Costs” means the reasonable incremental operating expenses, approved by the Bank, incurred by the Project Implementing Entities on account of the Project implementation, management and monitoring, including

salaries of Project implementation support staff but excluding the salaries of officials and public servants of the Recipient's civil service.

16. "Ntaruka HPP Audit Report" has the meaning given to that term in Schedule 2, Section III, paragraph B.1.(b)(i) to the Financing Agreement.
17. "Ntaruka HPP Action Plan" has the meaning given to that term in Schedule 2, Section III, paragraph B.1(b)(ii) to the Financing Agreement.
18. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
19. "Project Implementing Entities" means collectively EDCL and BRD.
20. "Project Implementing Entity" means each of EDCL and BRD.
21. "RBF Facilities" means the Results Based Financing Facility to eligible Off-grid Solar Companies under Part 3(a) of the Project and the Results Based Financing Facility for Clean Cooking Solutions to Eligible Enterprises under Part 3(b) of the Project.
22. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.
23. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds", dated February 25, 2019.
24. "Training" means the reasonable cost of training under the Project, as approved by the Bank, 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.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko N° 021/2020 ryo ku wa 31/12/2020 ryemera kwemeza burundu Amasezerano y'impano, hagati ya Repubulika y'u Rwanda n'Ikigega mpuzamahanga gitsura Amajyambere (IDA) nk'Urwego ruyobora Ikigega gihuriweho n'Abaterankunga ba gahunda yo gushyigikira imicungire y'Urwego rw'Ingufu, yerekanye n'impano ingana na miliyoni icumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe Umushinga wo kunoza iyegerezwa ry'Amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 24 Nzeri 2020</p>	<p>Seen to be annexed to Law N° 021/2020 of 31/12/2020. approving the ratification of the grant Agreement between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Energy Sector Management Assistance Program multi donor trust fund, relating to the grant of ten million American Dollars (USD 10,000,000) for Energy Access and Quality improvement Project, signed at Kigali, in Rwanda, on 24 September 2020</p>	<p>Vu pour être annexé à Loi N° 021/2020 du 31/12/2020 approuvant la ratification de l'accord de don entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en tant qu'Administrateur du Fonds Multidonateur d'Affectation Spéciale du Programme d'Assistance à la Gestion du Secteur de l'Energie, relatif au don de dix millions de Dollars Americains (10.000.000 USD) pour le Projet d'amélioration de l'accès et de la qualité de l'Energie, signé à Kigali, au Rwanda, le 24 Septembre 2020</p>
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Kigali, 31/12/2020

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEGEKO N° 022/2020 RYO KU WA 31/12/2020 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYARI UMUNANI NA MILIYONI MIRONGO INANI N'IBIHUMBI MAGANA ABIRI Z'AMAYENI Y'UBUYAPANI (8.080.200.000 ₣) N'IMPANO INGANA NA MILIYONI MIRONGO ITANU N'ENYE N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (54.600.000 DTS) AGENEWE UMUSHINGA WO KUNOZA IYEGEREZWA RY'AMASHANYARAZI KU BATURAGE N'UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 24 NZERI 2020</p>	<p>LAW N° 022/2020 OF 31/12/2020 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF EIGHT BILLION, EIGHTY MILLION, TWO HUNDRED THOUSAND JAPANESE YEN (JPY 8,080,200,000) AND TO THE GRANT OF FIFTY-FOUR MILLION, SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 54,600,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, IN RWANDA, ON 24 SEPTEMBER 2020</br></p>	<p>LOI N° 022/2020 DU 31/12/2020 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU CRÉDIT DE HUIT MILLIARDS QUATRE-VINGTS MILLIONS DEUX CENT MILLE YENS JAPONAIS (8.080.200.000 ₣) ET AU DON DE CINQUANTE-QUATRE MILLIONS, SIX CENT MILLE DROITS DE TIRAGE SPÉCIAUX (54.600.000 DTS) POUR LE PROJET D'ACCÈS À L'ÉNERGIE ET D'AMÉLIORATION DE LA QUALITÉ, SIGNÉ A KIGALI, AU RWANDA, LE 24 SEPTEMBRE 2020</p>
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<p>ITEGEKO N° 022/2020 RYO KU WA 31/12/2020 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYARI UMUNANI NA MILYONI MIRONGO INANI N'IBIHUMBI MAGANA ABIRI Z'AMAYENI Y'UBUYAPANI (8.080.200.000 ₣) N'IMPANO INGANA NA MILYONI MIRONGO ITANU N'ENYE N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (54.600.000 DTS) AGENEWE UMUSHINGA WO KUNOZA IYEGEREZWA RY'AMASHANYARAZI KU BATURAGE N'UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 24 NZERI 2020</p>	<p>LAW N° 022/2020 OF 31/12/2020 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF EIGHT BILLION, EIGHTY MILLION, TWO HUNDRED THOUSAND JAPANESE YEN (JPY 8,080,200,000) AND TO THE GRANT OF FIFTY-FOUR MILLION, SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 54,600,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, IN RWANDA, ON 24 SEPTEMBER 2020</p>	<p>LOI N° 022/2020 DU 31/12/2020 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU CRÉDIT DE HUIT MILLIARDS QUATRE-VINGTS MILLIONS DEUX CENT MILLE YENS JAPONAIS (8.080.200.000 ₣) ET AU DON DE CINQUANTE-QUATRE MILLIONS, SIX CENT MILLE DROITS DE TIRAGE SPÉCIAUX (54.600.000 DTS) POUR LE PROJET D'ACCÈS À L'ÉNERGIE ET D'AMÉLIORATION DE LA QUALITÉ, SIGNÉ A KIGALI, AU RWANDA, LE 24 SEPTEMBRE 2020</p>
<p>Twebwe, KAGAME Paul, Perezida wa Republik;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMILLE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBLIKA Y'U RWANDA</p>	<p>We, KAGAME Paul, President of the Republic;</p> <p>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</p>	<p>Nous, KAGAME Paul, Président de la République ;</p> <p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENUE SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p>

INTEKO ISHINGA AMATEGEKO:	THE PARLIAMENT:	LE PARLEMENT :
Umutwe w'Abadepite, mu nama yawo yo ku wa 23 Ugushyingo 2020; 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 122, iya 167, iya 168 n'iya 176;	The Chamber of Deputies, in its sitting of 23 rd November 2020; 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, 122, 167, 168 and 176;	La Chambre des Députés, en sa séance du 23 Novembre 2020; 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, 122, 167, 168 et 176 ;
Imaze gusuzuma Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekanye n'inguzanyo ingana na miliyari umunani na miliyoni mirongo inani n'ibihumbi magana abiri z'Amayeni y'Ubuyapani (8.080.200.000 ¥) n'impano ingana na miliyoni mirongo itanu n'enyen'i ibihumbi magana atandatu z'Amadetes (54.600.000 DTS) agenewe umushinga wo kunoza iyegerezwa ry'amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2020;	After consideration of the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eight billion, eighty million, two hundred thousand Japanese Yen (¥ 8,080,200,000) and to the grant of fifty-four million, six hundred thousand Special Drawing Rights (SDR 54,600,000) for energy access and quality improvement Project, signed at Kigali, in Rwanda, on 24 September 2020;	Après examen de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de huit milliards quatre-vingts millions deux cent mille yens Japonais (8.080.200.000 ¥) et au don de cinquante-quatre millions, six cent mille Droits de Tirage Spéciaux (54.600.000 DTS) pour le projet d'accès à l'énergie et d'amélioration de la qualité, signé à Kigali, au Rwanda, le 24 septembre 2020 ;
YEMEJE:	ADOPTS:	ADOpte :

<u>Iningo ya mbere: Kwemera Kwemeza burundu</u>	<u>Article one: Approval for ratification</u>	<u>Article premier: Approbation pour ratification</u>
Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekanye n'inguzanyo ingana na miliyari umunani na miliyoni mirongo inani n'ibihumbi magana abiri z'Amayeni y'Ubuyapani (8.080.200.000 ₣) n'impano ingana na miliyoni mirongo itanu n'enye n'ibihumbi magana atandatu z'Amadetes (54.600.000 DTS) agenewe umushinga wo kwegereza abaturage amashanyarazi no kunoza ubuziranenge bwayo, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2020, ari ku mugureka, yemerewe kwemezwa burundu.	The Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eight billion, eighty million, two hundred thousand Japanese Yen (¥ 8,080,200,000) and to the grant of fifty-four million, six hundred thousand Special Drawing Rights (SDR 54,600,000) for energy access and quality improvement Project, signed at Kigali, in Rwanda, on 24 September 2020, in annex, is hereby approved for ratification.	L'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de huit milliards quatre-vingts millions deux cent mille yens Japonais (8.080.200.000 ₣) et au don de cinquante-quatre millions, six cent mille Droits de Tirage Spéciaux (54.600.000 DTS) pour le projet d'accès à l'énergie et d'amélioration de la qualité, signé à Kigali, au Rwanda, le 24 septembre 2020, en annexe, est approuvé pour ratification.
<u>Iningo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko</u>	<u>Article 2: Drafting, consideration and adoption of this Law</u>	<u>Article 2: Initiation, examen et adoption de la présente loi</u>
Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Ikinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
<u>Iningo ya 3: Igihe iri tegeko ritangira gukurikizwa</u>	<u>Article 3: Commencement</u>	<u>Article 3: Entrée en vigueur</u>
Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 31/12/2020

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEGEKO N° 022/2020 RYO KU WA 31/12/2020 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYARI UMUNANI NA MILIYONI MIRONGO INANI N'IBIHUMBI MAGANA ABIRI Z'AMAYENI Y'UBUYAPANI (8.080.200.000 ₣) N'IMPANO INGANA NA MILIYONI MIRONGO ITANU N'ENYE N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (54.600.000 DTS) AGENEWE UMUSHINGA WO KUNOZA IYEGEREZWA RY'AMASHANYARAZI KU BATURAGE N'UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 24 NZERI 2020</p>	<p>ANNEX TO LAW N° 022/2020 OF 31/12/2020 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF EIGHT BILLION, EIGHTY MILLION, TWO HUNDRED THOUSAND JAPANESE YEN (JPY 8,080,200,000) AND TO THE GRANT OF FIFTY-FOUR MILLION, SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 54,600,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, IN RWANDA, ON 24 SEPTEMBER 2020</p>	<p>ANNEXE À LOI N° 022/2020 DU 31/12/2020 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE HUIT MILLIARDS QUATRE-VINGTS MILLIONS DEUX CENT MILLE YENS JAPONAIS (8.080.200.000 ₣) ET AU DON DE CINQUANTE-QUATRE MILLIONS, SIX CENT MILLE DROITS DE TIRAGE SPÉCIAUX (54.600.000 DTS) POUR LE PROJET D'ACCÈS À L'ÉNERGIE ET D'AMÉLIORATION DE LA QUALITÉ, SIGNE A KIGALI, AU RWANDA, LE 24 SEPTEMBRE 2020</p>
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**CREDIT NUMBER 6776-RW
GRANT NUMBER D721-RW**

Financing Agreement

(Energy Access and Quality Improvement Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**CREDIT NUMBER 6776-RW
GRANT NUMBER D721-RW**

FINANCING AGREEMENT

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

WHEREAS under an agreement (“Grant Agreement”) to be entered into between the Recipient and the Association, acting as an administrator of the Energy Sector Management Assistance Program Multi-Donor Trust Fund, the Association intends to provide the Recipient with a grant (“ESMAP Grant”) in an amount specified in the Grant Agreement to assist in financing the Project.

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient 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 described in Schedule 1 (*Project Description*) to this Agreement (“Project”):
 - (a) an amount equivalent to fifty-four million, six hundred thousand Special Drawing Rights (SDR 54,600,000) (“Grant”); and
 - (b) the amount of eight billion, eighty million, two hundred thousand Yen (JPY 8,080,200,000) (“Credit”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 (*Project Execution*) 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.

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- 2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) 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.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 (*Repayment Schedule*) to this Agreement.
- 2.07. The Payment Currency is Yen.

ARTICLE III — PROJECT

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Co-financing Deadline for the effectiveness of the Co-financing Agreement is the date thirty (30) days after the Effective Date.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Recipient has established the Steering Committees, as referred to in Section I.A of Schedule 2 (*Project Execution*) to this Agreement, in form and substance satisfactory to the Association;
 - (b) EDCL has appointed the Program Manager and the Project Coordinator, as referred to in Section I.A of Schedule 2 (*Project Execution*) to this Agreement, with qualifications, experience and under terms of reference acceptable to the Association;
 - (c) EDCL has prepared and adopted the EDCL-Operations Manual, as referred to in Section I.B of Schedule 2 (*Project Execution*) to this Agreement, in form and substance satisfactory to the Association;

- (d) BRD has prepared and adopted the BRD-Operations Manual, as referred to in Section I.B of Schedule 2 (*Project Execution*) to this Agreement, in form and substance satisfactory to the Association; and
 - (e) the Subsidiary Agreements, as referred to in Section I.C of Schedule 2 (*Project Execution*) to this Agreement, have been executed between the Recipient and the Project Implementing Entities 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 Recipient's minister responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Tel:	Fax:	E-mail:
+250 25 257 7581	+250 25 257 5756	mfin@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:	E-mail:
248423 (MCI)	1-202-477-6391	rwandainfo@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Dr. Uzziel Ndagijimana

Authorized Representative

Name: Dr. Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 24-Sep-2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Rolandé Pryce

Authorized Representative

Name: Rolandé Pryce

Title: Country Manager

Date: 24-Sep-2020

SCHEDULE 1

Project Description

The objective of the Project is to improve access to modern energy for households, enterprises and public institutions and enhance the efficiency of electricity service in the Republic of Rwanda.

The Project consists of the following parts:

Part 1. Increasing Access to Grid Electricity through financing and support for,

Grid connections of new consumers, including financing of grid extensions and consumer connections in select districts in the Recipient's territory, including the districts of Gicumbi, Musanze, Rulindo, Burera, Ngororero, Nyabihu, Rubavu, Rusizi, Nyamasheke, Karongi and Rutsiro.

Part 2. Enhancing the Efficiency of Electricity Service

- (a) *Rehabilitation of Ntaruka Hydro-Power Plant* (“Ntaruka HPP”), through financing and support for, restoration of the Ntaruka HPP plant capacity to its installed capacity of 11.25 MW and upgrade of the control systems and other electromechanical equipment.
- (b) *Improve stability and reliability of the power system*, through financing and support for, installation of; (i) static voltage compensators (SVC's) at select substations to reduce overvoltage created by low loading on the transmission lines; and (ii) power system stabilizers and governing systems at select hydro-power stations.
- (c) *Improvements in the Operational Performance of EUCL*, through financing and support for, extension of EUCL's smart meter program to the distribution network including:
 - (i) completing the installation of smart meters for select EUCL large and medium size consumers;
 - (ii) start a program of installation of smart meters on network distribution transformers;
 - (iii) conduct installation of high current smart prepayment meters, both for medium voltage (MV) and low voltage (LV) consumers, to gradually shift identified post-paid customers to prepayment;

- (iv) purchase and installation of test benches for both pre-paid and post-paid meters; and
- (v) installation of a comprehensive electricity transmission and distribution network geographical information system (GIS).

Part 3. Increasing Access to Off-Grid Electricity and Clean Cooking Solutions

- (a) *Increasing Off-Grid Electricity Access*, through financing and support for:

Results Based Financing Facility to Off-grid Solar Companies (OSCs) (“RBF-OSC Facility”) through provision of results-based partial grants (“OSC Grants”) to eligible OSCs to facilitate the sale of eligible solar systems and the provision of after sale services to final beneficiaries (qualifying households and micro-enterprises), and Incremental Operating Costs of BRD for management of the RBF-OSC Facility as are not otherwise recovered by BRD through a fee charged to the eligible OSCs.

- (b) *Increasing Access to Clean Cooking Solutions*, through financing and support for:

Results Based Financing Facility for Clean Cooking Solutions (“RBF-CCS Facility”) through provision of results-based partial grants (“CCS Grants”) to Eligible Enterprises to facilitate the sale of eligible cooking technologies and products to final beneficiaries (qualifying households), and Incremental Operating Costs of BRD for management of the RBF-CCS Facility as are not otherwise recovered by BRD through a fee charged to the Eligible Enterprises.

Part 4. Technical Assistance, Institutional Capacity Building and Implementation Support

- (a) *Project Implementation support*, including hiring of additional staff in EDCL and in the PCU and sector consultants to continue to support sector management and coordination.
- (b) *Technical Assistance and impact evaluation* including, *inter alia*; (i) sector studies aimed at improving the efficiency of the energy sector performance; (ii) impact evaluation studies to help the sector make appropriate decisions during and after project implementation; (iii) policy and advisory notes required to inform sector decisions; and (iv) gender-specific activities.
- (c) *Capacity Building* across the energy sector agencies including, *inter alia*, in the following areas: energy sector planning, technical skills development, audit, compliance and gender.
- (d) *Technical assistance and institutional capacity building to support an enabling environment for the clean cooking sector development*, including, *inter alia*:

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- (i) an awareness-raising and behavior change campaign;
- (ii) market facilitation and policy and regulation review and improvement;
- (iii) stove testing and product development;
- (iv) monitoring and verification of the RBF-CCS Facility;
- (v) innovations subgrant through competitive processes to support innovative technological, business, financing approaches with preferential support to female entrepreneurs (“Innovation Grants”); and
- (vi) Incremental Operating Costs of EDCL for providing technical assistance for cooking sector development.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

Energy Development Corporation Limited (EDCL)

1. The Recipient shall:
 - (a) maintain, at all times during the implementation of the Project, the EDCL with adequate resources, facilitation, staff, powers and functions as satisfactory to the Association for purposes of implementing the Project as further detailed in the EDCL-Operations Manual;
 - (b) designate EDCL with responsibility for overall Project coordination and implementation of Parts 1, 2 and 4, including support to BRD in implementation of Part 3 of the Project (“EDCL’s Respective Part of the Project”);
 - (c) cause EDCL to maintain technical and managerial teams responsible for supporting implementation of EDCL’s Respective Part of the Project;
 - (d) cause EDCL to recruit additional relevant staff within the existing EDCL structure to provide support to ensure effective implementation of the Project, as further detailed in the EDCL-Operations Manual;
 - (e) cause EDCL and any other public or private entity responsible for the operation, financing, or oversight of the Ntaruka HPP to carry out all necessary actions, and enter into any necessary agreements, to effectuate the terms of this Agreement and the ESCP, including but not limited to the actions agreed to in the Ntaruka HPP Action Plan;
 - (f) cause EDCL to, not later than March 31 of each Fiscal Year during the implementation of the Project, prepare and furnish to the Association for the Association’s no-objection, a consolidated annual program of activities proposed for implementation under Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project during the following Fiscal Year, including the Association’s, the MDTF’s, the Co-Financiers’ and the Recipient’s respective shares of the costs; and
 - (g) cause EDCL to exchange views with the Association on each such proposed annual work plan and budget, and upon the Association’s no-

objection, implement Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project in accordance with the Agreed AWPB (provided, however, that in the event of any conflict between the Agreed AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail).

Program Coordination Unit (PCU)

2. The Recipient shall:
 - (a) establish and, throughout Project implementation, maintain, within EDCL, a program coordination unit (“Program Coordination Unit” or “PCU”), to be responsible for providing overall leadership to the Project; and
 - (b) ensure that throughout Project implementation, the PCU has adequate resources and staffing with qualifications, experience and under terms of reference acceptable to the Association, such staff to include a program manager, one project coordinator, a procurement specialist, financial management specialist, environmental and social risks management specialist, occupational health and safety specialist, contract management specialist, corporate services specialist, and such other specialists as may be necessary for Project implementation all as further detailed in the EDCL Operations Manual. The PCU will be headed by the program manager (“Program Manager”) who will report directly to the Managing Director of EDCL. The Program Manager shall have the overall responsibility for: (i) Project implementation management and coordination; and (ii) Project monitoring and evaluation and reporting. The Program Manager will be supported, within the PCU, by high level staff to head program functions such as procurement, finance, environmental and social risks management, contract management, and any other function that is deemed to require high level leadership. The PCU will house a Project coordinator (the “Project Coordinator”) who will provide the Program Manager coordination management and support for the Financing.

Development Bank of Rwanda (BRD) SPIU

3. The Recipient shall:
 - (a) designate BRD with responsibility for implementation of Part 3 of the Project, with technical support from EDCL;
 - (b) maintain, within BRD, the Single Project Implementation Unit (BRD-SPIU) throughout Project implementation, to include separate Project

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managers for each of Part 3(a) and Part 3(b), one environmental risks management specialist, one social risks management specialist, one financial management specialist, and such other specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and

- (c) 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 BRD-Operations Manual.

Project Steering Committees

4. The Recipient shall establish, and maintain during Project implementation:

- (a) a Grid Electricity Project Steering Committee (GE-PSC) to be responsible for providing high-level oversight and strategic guidance to Part 1, Part 2 and Part 4 of the Project. The GE-PSC shall be chaired by the Permanent Secretary of MININFRA and be comprised of, *inter alia*, the Permanent Secretary or Director General of MINECOFIN, and senior managers of REG, EUCL, EDCL, BRD, and such other members and mandate acceptable to the Association as further detailed in the EDCL-Operations Manual. The GE-PSC will meet at least once every calendar semester during Project implementation to review implementation progress, discuss emerging challenges, and identify mitigating measures; and
- (b) an Off-Grid and Clean Cooking Project Steering Committee (OG/CC-PSC) to be responsible for providing high-level oversight and strategic guidance to Part 3 of the Project. The OG/CC-PSC shall be chaired by the Permanent Secretary of MININFRA and be comprised of, *inter alia*, the Permanent Secretary or Director General of MINECOFIN, senior managers of REG, EUCL, EDCL, BRD, representatives from the Ministry of Environment, RSB, and Local Administrative Entities Development Agency (LODA), and such other members and mandate acceptable to the Association as further detailed in the BRD-Operations Manual. The OG/CC-PSC will meet at least once every calendar semester during Project implementation to review implementation progress, discuss emerging challenges, and identify mitigating measures.

B. Project Operations Manuals - POM

1. The Recipient shall ensure that:

- (a) Part 1, Part 2 and Part 4 of the Project is carried out by EDCL in accordance with the requirements set forth in the EDCL Operations Manual;

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- (b) Part 3(a) of the Project is carried out by BRD, with the support of EDCL, in accordance with the requirements set forth in the Off-Grid Solar RBF Operations Manual (OGS-RBF Operations Manual); and
 - (c) Part 3(b) of the Project is carried out by BRD, with the support of EDCL, in accordance with the requirements set forth in the Clean Cooking Solutions RBF Operations Manual (CCS-RBF Operations Manual) (the OGS-RBF Operations Manual and the CCS-RBF Operations Manual collectively the “BRD-Operations Manual”).
2. Each of the EDCL Operations Manual and the BRD-Operations Manual (collectively, the “Project Operations Manual” or “POM”) shall set out detailed guidelines, methods and procedures for the implementation of each PIE’s respective part of the Project, including: (a) 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 PSC, the PCU, the technical and management teams within EDCL and the BRD-SPIU, (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures; (e) internal control procedures; (f) external audit; (g) anti-corruption and fraud mitigation measures; (h) environmental and social risks management aspects; (i) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the RBF Facilities and the Innovation Grants; (j) reporting requirements, monitoring and evaluation arrangements, including procedures and reporting formats; and (k) such other arrangements and procedures as shall be required for the effective implementation of the Project.
 3. The Recipient shall ensure that the POM or any provision thereof is not assigned, amended, abrogated or waived without prior written approval of the Association.
 4. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.

C. Subsidiary Agreements.

1. *EDCL Subsidiary Agreement.* To facilitate the carrying out of EDCL’s Respective Part of the Project, the Recipient shall make available to EDCL part of the proceeds of the Financing allocated from time to time to Categories (1), (2), and (4) of the table set forth in Section III.1 of this Schedule and under a subsidiary agreement (“EDCL Subsidiary Agreement”) between the Recipient and EDCL, under terms and conditions approved by the Association, which shall include the following: (a) the principal amount of the financing made available under the EDCL Subsidiary Financing Agreement; (b) the financing terms of the subsidiary financing to be made available under the EDCL Subsidiary Financing Agreement;

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and (c) the right of the Recipient to suspend or terminate the right of EDCL to use said proceeds of the said financing, and to obtain a refund of all or any part of the amount of the subsidiary financing then withdrawn, upon the failure of the EDCL to perform any of its obligations under the EDCL Subsidiary Financing Agreement.

2. *BRD Subsidiary Agreement.* To facilitate the carrying out of Part 3 of the Project, the Recipient shall make available to the BRD part of the proceeds of the Financing allocated from time to time to Category (3) of the table set forth in Section III.1 of this Schedule under a subsidiary financing agreement between the Recipient and BRD (the “BRD Subsidiary Financing Agreement”), under terms and conditions approved by the Association, which shall include the following: (a) the principal amount of the financing made available under the BRD Subsidiary Financing Agreement; (b) the financing terms of the subsidiary financing to be made available under the BRD Subsidiary Financing Agreement; and (c) the right of the Recipient to suspend or terminate the right of the BRD to use said proceeds of the said financing, and to obtain a refund of all or any part of the amount of the subsidiary financing then withdrawn, upon the failure of BRD to perform any of its obligations under the BRD Subsidiary Financing Agreement.
3. The Recipient shall exercise its rights under each of the EDCL Subsidiary Agreement and the BRD Subsidiary Agreement (collectively, the “Subsidiary Agreements”) in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreements or any of their provisions.

D. RBF Facilities and Innovation Grants

1. The Recipient shall cause BRD and EDCL to avail the RBF Facilities under Part 3 and Innovation Grants under Part 4(D)(v) respectively (“Sub-financing”) to Grant Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association and set forth in the BRD Operations Manual and the EDCL Operations Manual respectively.
2. The Recipient shall cause BRD and EDCL respectively to make each Sub-financing under a Sub-financing Agreement with the respective Grant Beneficiary on terms and conditions approved by the Association, which shall include the following:
 - (a) the Project Implementing Entity shall obtain rights adequate to protect its interests and those of the Association and the Recipient, including the right to: (i) suspend or terminate the right of the Grant Beneficiary to use the proceeds of the Sub-financing, or obtain a refund of all or any part of the amount of the Sub-financing then withdrawn, upon the Grant

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Beneficiary's failure to perform any of its obligations under the Sub-financing Agreement;

- (b) require each Grant Beneficiary to: (i) 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 grant or loan proceeds other than the Recipient; (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods, works and services to be financed out of the Sub-financing in accordance with the provisions of the Procurement Regulations; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-project and the achievement of its objectives;
 - (c) require each Grant Beneficiary to; (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (ii) enable the Recipient and the Association to inspect the Sub-project, its operation and any relevant records and documents; and (iii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
3. The Recipient shall cause the Project Implementing Entities to exercise their rights under each Sub-financing Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall ensure that the Project Implementing Entities shall not assign, amend, abrogate or waive any Sub-financing Agreement or any of its provisions.
- E. Environmental and Social Standards.**
- 1. The Recipient shall, and shall cause the Project Implementing Entities to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
 - 2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entities to, ensure that the Project is implemented in

accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entities to, ensure that:

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

all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

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

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish, and cause the Project Implementing Entities to furnish, to the Association each Project Report not later than forty-five (45) days 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 Financing Allocated (expressed in JPY)	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 and Incremental Operating Costs under Part 1 of the Project (EDCL)	4,848,100,000	32,700,000	Such percentage as agreed to among the Recipient and the Association, as per the Agreed AWPB (of which 50%

			from Credit & 50% from Grant)
(2)			
(a) Goods, works, non-consulting services, and consulting services under Part 2(a) of the Project (EDCL)	592,545,000	4,000,000	100% (50% from Credit & 50% from Grant)
(b) Goods, works, non-consulting services, consulting services and Incremental Operating Costs under Part 2(b) and (c) of the Project (EDCL)	1,023,490,000	6,900,000	100% (50% from Credit & 50% from Grant)
(3)			
(a) OSC Grants and Incremental Operating Costs under Part 3(a) of the Project (BRD)	808,020,000	5,460,000	
(b) CCS Grants and Incremental Operating Costs under Part 3(b) of the Project (BRD)	538,680,000	3,640,000	100% (50% from Credit & 50% from Grant)
(4)			
(a) Non-consulting services, consulting services, Training and Incremental Operating Costs	107,735,000	728,000	Such percentage as agreed to among the Recipient and the

under Part 4(a) of the Project (EDCL)			Association, as per the Agreed AWPB (of which 50% from Credit & 50% from Grant)
(b) Non-consulting services, consulting services, Training and Incremental Operating Costs under Parts 4(b) and 4(c) of the Project (EDCL)	161,630,000	1,172,000	100% (50% from Credit & 50% from Grant)
TOTAL AMOUNT	8,080,200,000	54,600,000	

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, except that withdrawals up to an aggregate amount not to exceed JPY 1,616,040,000 may be made, from the Credit and SDR 10,920,000 from the Grant for payments made prior to this date but on or after June 1, 2020, for Eligible Expenditures under Category 1, 2 and 4, in pro-rata basis;
 - (b) for payments made under Category 2(a), until and unless the Recipient has, in form and substance satisfactory to the Association, completed all of the following actions:
 - (i) prepared and submitted to the Association a revised written audit report of the Ntaruka HPP, its appurtenance and its performance history, that reviews and evaluates the Ntaruka HPP's operation and maintenance procedures and provides findings and recommendations for any remedial work or safety-related measures necessary to rehabilitate Ntaruka HPP (the "Ntaruka HPP Audit Report"). The Ntaruka HPP Audit Report shall be prepared and completed by qualified independent experts, including at least one hydrologist, and finalized in accordance

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with the findings of the experts and comments provided by the Association to meet the requirements of ESS4, including all the information listed in ESS4, Annex 1, paragraph 14;

- (ii) agreed with the Association on a remedial action plan to rehabilitate the Ntaruka HPP based in part on the recommendations contained in the Ntaruka HPP Audit Report (the “Ntaruka Action Plan”);
 - (iii) disclosed and consulted with stakeholders regarding the Ntaruka HPP Audit Report and Ntaruka HPP Action Plan. Such consultations shall be consistent with ESS10 and will be conducted in a manner appropriate under the circumstances of a possible ongoing COVID-19 pandemic; and
- (c) for payments made under Category 3(b), unless and until the Category 1 of the ESMAP Grant under the Grant Agreement has been fully disbursed.
2. The Closing Date is December 31, 2026.

Section IV. Other Undertakings

1. The Recipient shall cause EDCL, no later than ninety (90) days after receipt, to deposit into the Electricity Connections Contributions Account the cash contributions for new electricity connections related to the Project.

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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 December 1, 2026 to and including June 1, 2058	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. “Agreed AWPB” means the program of activities and budget under Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project agreed each Fiscal Year between the Recipient and the Association for implementation during the following Fiscal Year, in accordance with Section I.A.1. of Schedule 2 to this Agreement, as the same may be revised from time to time in accordance with said Section.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
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 (3) of the Financing for purposes of carrying out Part 3 of the Project, in accordance with the BRD Subsidiary Agreement and the BRD Operations Manual, and referred to in Section I.C. of Schedule 2 to this Agreement.
7. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
8. “Co-financier” means the Agence Française de Développement (AFD).
9. “Co-financing” means, for purposes of paragraph 14 of the Appendix to the General Conditions, an amount of [Euro 80,000,000], to be provided by the Co-financier to assist in financing the Project.

10. “Co-financing Agreement” means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.
11. “EDCL” or “Energy Development Corporation Limited” means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient's Law No. 17/2018 of April 13, 2018, governing companies, or any legal successor thereto.
12. “EDCL Subsidiary Agreement” means the agreement to be entered into between the Recipient and EDCL and referred to in Section I.C. of Schedule 2 to this Agreement.
13. “EDCL Subsidiary Financing” means the proceeds of the Financing to be provided to EDCL under Categories (1) (2) and (4) of the Financing for purposes of carrying out Part 1, Part 2 and Part 4 of the Project, in accordance with the EDCL Subsidiary Agreement and the EDCL Operations Manual, and referred to in Section I.C. of Schedule 2 to this Agreement.
14. “Electricity Connections Contributions Account” means the account held by EDCL’s “Electricity Access Roll-out Program” at the National Bank of Rwanda (BNR) for the purposes of receiving transfers from EUCL of customer contributions towards the connection costs, as collected by EUCL as part of its general bill collection.
15. “Eligible Enterprises” means enterprises engaged in the production and/or marketing and sale of improved and modern cooking solutions and selected in accordance with criteria laid out in the BRD Operations Manual or EDCL Operations Manual for the receipt of CCS Grants under Part 3(b) or Innovation Grants under Part 4(d)(v) of the Project.
16. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated July 28, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
17. “Environmental and Social Standards” or “ESSs” means, collectively:
(i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”;

- (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
18. “Energy Utility Corporation Limited” or “EUCL” means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient's Law No. 27/2018 of April 13, 2018, governing companies, or any legal successor thereto.
19. “Fiscal Year” means each fiscal year of the Recipient commencing on July 1 and ending on June 30 of the subsequent year.
20. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018, with the modifications set forth in Section II of this Appendix.
21. “Grant Beneficiary” means each of eligible Off-grid Solar Companies under Part 3(a) or Eligible Enterprises under Part 3(b) or Part 4(d)(v) of the Project, together referred to as “Grant Beneficiaries”.
22. “Incremental Operating Costs” means the reasonable incremental operating expenses, approved by the Association, incurred by a Project Implementing Entity on account of the Project implementation, management and monitoring, including salaries of Project implementation support staff, but excluding the salaries of officials and public servants of the Recipient's civil service.
23. “Ntaruka HPP Audit Report” has the meaning given to that term in Schedule 2, Section III, paragraph B.1(b)(i) to this Agreement.
24. “Ntaruka HPP Action Plan” has the meaning given to that term in Schedule 2, Section III, paragraph B.1(b)(ii) to this Agreement.
25. “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.
26. “Project Implementing Entities” means collectively EDCL and BRD.

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27. “Project Implementing Entity” means each of EDCL and BRD.
28. “RBF Facilities” means the Results Based Financing Facility to eligible Off-grid Solar Companies under Part 3(a) of the Project and the Results Based Financing Facility for Clean Cooking Solutions to Eligible Enterprises under Part 3(b) of the Project.
29. “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.
30. “Sub-project” means a sub-project to be identified and appraised by BRD or EDCL as relevant in accordance with the BRD Operations Manual and the EDCL Operations Manual respectively for purposes of receipt of Sub-financing under the RBF Facilities or the Innovation Grants as applicable.
31. “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.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

References in the General Conditions to “Project Implementing Entity” are replaced, *mutatis mutandis*, with the term “Project Implementing Entities”;

References in the General Conditions to “Subsidiary Agreement” are replaced, *mutatis mutandis*, with the term “Subsidiary Agreements”;

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko N° 022/2020 ryo ku wa 31/12/2020 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega mpuzamahanga gitsura Amajyambere (IDA), yerekanye n'inguzanyo ingana na miliyari umunani na miliyoni mirongo inani n'ibihumbi magana abiri z'Amayeni y'Ubuyapani (8.080.200.000 ₣) n'impano ingana na miliyoni mirongo itanu n'enye n'ibihumbi magana atandatu z'Amadetes (54.600.000 DTS) agenewe Umushinga wo kunoza iyegerezwa ry'Amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 24 Nzeri 2020</p>	<p>Seen to be annexed to Law N° 022/2020 of 31/12/2020 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eight billion, eighty million, two hundred thousand Japanese Yen (JPY 8,080,200,000) and to the grant of fifty-four million, six hundred thousand Special Drawing Rights (SDR 54,600,000) for Energy Access and Quality Improvement Project, signed at Kigali, in Rwanda, on 24 September 2020</p>	<p>Vu pour être annexé à Loi N° 022/2020 du 31/12/2020 approuvant la ratification de l'Accord de Financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de huit milliards quatre-vingts millions deux cent mille Yens Japonais (8.080.200.000 ₣) et au don de cinquante-quatre millions, six cent mille Droits de Tirage Spéciaux (54.600.000 DTS) pour le Projet d'Accès à l'Energie et d'Amélioration de la Qualité, signé à Kigali, au Rwanda, le 24 Septembre 2020</p>
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Kigali, 31/12/2020

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEGEKO N° 001/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA WO GUSHYIRaho IKIGEGA CYO KUZAHURA UBUKUNGU BWAZAHAJWE NA COVID-19, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 05 UGUSHYINGO 2020</p>	<p>LAW N° 001/2021 OF 04/02/2021 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT, RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR COVID-19 ECONOMIC RECOVERY FUND PROJECT, SIGNED AT KIGALI, RWANDA ON 05 NOVEMBER 2020</p>	<p>LOI N° 001/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS DE L'OPEC POUR LE DÉVELOPPEMENT INTERNATIONAL, RELATIF AU PRÊT DE QUINZE MILLIONS DE DOLLARS AMÉRICAINS (15.000.000 USD) POUR LE PROJET DU FONDS DE RELANCE ÉCONOMIQUE COVID-19, SIGNÉ À KIGALI AU RWANDA LE 05 NOVEMBRE 2020</p>
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<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 001/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA WO GUSHYIRaho IKIGEGA CYO KUZAHURA UBUKUNGU BWAZAHAJWE NA COVID-19, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 05 UGUSHYINGO 2020</p>	<p>LAW N° 001/2021 OF 04/02/2021 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT, RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR COVID-19 ECONOMIC RECOVERY FUND PROJECT, SIGNED AT KIGALI, RWANDA ON 05 NOVEMBER 2020</p>	<p>LOI N° 001/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS DE L'OPEC POUR LE DÉVELOPPEMENT INTERNATIONAL, RELATIF AU PRÊT DE QUINZE MILLIONS DE DOLLARS AMÉRICAIS (15.000.000 USD) POUR LE PROJET DU FONDS DE RELANCE ÉCONOMIQUE COVID-19, SIGNÉ À KIGALI AU RWANDA LE 05 NOVEMBRE 2020</p>
<p>Twebwe, KAGAME Paul, Perezida wa Republik;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMije, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBLIKA Y'U RWANDA</p>	<p>We, KAGAME Paul, President of the Republic;</p> <p>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</p>	<p>Nous, KAGAME Paul, Président de la République;</p> <p>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</p>

INTEKO ISHINGA AMATEGEKO:	THE PARLIAMENT:	LE PARLEMENT:
Umutwe w'Abadepite, mu nama yawo yo ku wa 04 Ukuboza 2020; 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 122, iya 167, iya 168 n'iya 176;	The Chamber of Deputies, in its sitting of 04 December 2020; 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, 122, 167, 168 and 176;	La Chambre des Députés, en sa séance du 04 décembre 2020; 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, 122, 167, 168 et 176;
Imaze gusuzuma Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC, yerekerye n'inguzanyo ingana na miliyon i cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga wo gushyiraho Ikigega cyo kuzahura ubukungu bwazahajwe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda ku wa 05 Ugeschyingo 2020;	After consideration of the Loan Agreement between the Republic of Rwanda and the OPEC Fund for International Development, relating to the loan of fifteen million American Dollars (USD 15,000,000) for COVID-19 Economic Recovery Fund Project, signed at Kigali, Rwanda on 05 November 2020;	Après examen de l'Accord de prêt entre la République du Rwanda et le Fonds de l'OPEC pour le développement international, relatif au prêt de quinze millions de dollars américains (15.000.000 USD) pour le projet du fonds de relance économique COVID-19, signé à Kigali au Rwanda le 05 novembre 2020;
YEMEJE:	ADOPTS:	ADOpte:
<u>Ingingo ya mbere: Kwemera Kwemeza burundi</u>	<u>Article one: Approval for ratification</u>	<u>Article premier: Approbation pour ratification</u>
Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango	The Loan Agreement between the Republic of Rwanda and the OPEC Fund for International Development, relating to the loan of fifteen	L'accord de prêt entre la République du Rwanda et le Fonds de l'OPEC pour le développement international, relatif au prêt

<p>OPEC, yerekanye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga wo gushyiraho Ikigega cyo kuzahura ubukungu bwazahajwe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda ku wa 05 Ugushyingo 2020, ari ku mugereka, yemerewe kwemezwa burundi.</p>	<p>million American Dollars (USD 15,000,000) for COVID-19 economic recovery fund Project, signed at Kigali, Rwanda on 05 November 2020, in annex, is approved for ratification.</p>	<p>de quinze millions de dollars américains (15.000.000 USD) pour le projet du fonds de relance économique COVID-19, signé à Kigali au Rwanda le 05 novembre 2020, en annexe, est approuvé pour ratification.</p>
<p><u>Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko</u></p>	<p><u>Article 2: Drafting, consideration and adoption of this Law</u></p>	<p><u>Article 2: Initiation, examen et adoption de la présente loi</u></p>
<p>Iri tegeko ryateguve mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p>	<p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p>
<p><u>Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa</u></p>	<p><u>Article 3: Commencement</u></p>	<p><u>Article 3: Entrée en vigueur</u></p>
<p>Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>

Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEGEKO N° 001/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA WO GUSHYIRAHO IKIGEGA CYO KUZAHURA UBUKUNGU BWAZAHAJWE NA COVID-19, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 05 UGUSHYINGO 2020</p>	<p>ANNEX TO LAW N° 001/2021 OF 04/02/2021 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT, RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR COVID-19 ECONOMIC RECOVERY FUND PROJECT, SIGNED AT KIGALI, RWANDA ON 05 NOVEMBER 2020</p>	<p>ANNEXE À LOI N° 001/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS DE L'OPEC POUR LE DÉVELOPPEMENT INTERNATIONAL, RELATIF AU PRÊT DE QUINZE MILLIONS DE DOLLARS AMÉRICAINS (15.000.000 USD) POUR LE PROJET DU FONDS DE RELANCE ÉCONOMIQUE COVID-19, SIGNÉ À KIGALI AU RWANDA LE 05 NOVEMBRE 2020</p>
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The OPEC Fund for International Development

LOAN NO. 14655P

COVID-19 ECONOMIC RECOVERY FUND PROJECT

LOAN AGREEMENT

BETWEEN

THE OPEC FUND FOR
INTERNATIONAL DEVELOPMENT

AND

THE REPUBLIC OF RWANDA

The OPEC Fund for International Development

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

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

Whereas, OPEC Fund has approved a loan to the Borrower in the amount of fifteen million Dollars (\$ 15,000,000) upon the terms and conditions set forth hereinafter (“Loan”).

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

Article 1 GENERAL CONDITIONS; DEFINITIONS

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

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

- (a) “Authorized Representative” of the Borrower means its Minister of Finance and Economic Planning;
- (b) “Closing Date” means June 30, 2021;
- (c) “Date of Repayment” means the date of each semi-annual repayment of the Loan as set forth in Schedule 3;
- (d) “Dollar” and the sign “\$” mean and refer to the lawful currency of the United States of America;

The OPEC Fund for International Development

- (e) "Eligible Expenditure Commencement Date" means July 24, 2020;
- (f) "Executing Agency" means the National Bank of Rwanda;
- (g) "General Conditions" means the General Conditions Applicable to Public Sector Loan Agreements, June 2019; and
- (h) "Grace Period" means the period beginning on the Date of the Agreement and ending five (5) years from that Date.

* * *

Article 2 THE LOAN

2.01 OPEC Fund agrees to lend to the Borrower and the Borrower agrees to borrow from OPEC Fund the Loan in the amount of fifteen million Dollars (\$ 15,000,000) on the terms and conditions set forth in this Agreement.

2.02 The Borrower shall pay interest at the rate of one and a quarter of one per cent (1.25%) per annum on the principal amount of the Loan withdrawn and outstanding.

2.03 The Borrower shall pay a Service Charge at the rate of one per cent (1%) per annum on the principal amount of the Loan withdrawn and outstanding.

2.04 Interest and Service Charges shall be paid semi-annually on May 15 and November 15 in each year into OPEC Fund Account.

2.05 The Borrower shall repay the principal of the Loan in Dollars, or in any other freely convertible currency acceptable to OPEC Fund in an amount equivalent to the Dollar amount due according to the market exchange rate prevailing at the time and place of repayment. Repayment shall commence immediately following the end of the Grace Period and shall be effected in thirty (30) semi-annual instalments each in an amount determined by OPEC Fund as

The OPEC Fund for International Development

specified in Schedule 3 (AMORTIZATION) for the respective Date of Repayment.

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

* * *

Article 3 EFFECTIVENESS

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

- (a) satisfactory evidence that the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized and ratified according to the constitutional requirements of the Borrower; and
- (b) a certificate issued by the Minister of Justice or the Attorney General or any other competent legal authority of the Borrower confirming that this Agreement has been duly authorized and ratified by the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms.

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

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

* * *

The OPEC Fund for International Development

Article 4 DISBURSEMENT

4.01 The Loan shall be disbursed in two tranches, with the first payment of twelve million dollars (\$ 12,000,000) (representing 80% of the Loan) to be disbursed within three (3) months after the Date of Effectiveness (or such other period as OPEC Fund in its sole discretion shall determine) ("First Tranche") and the second payment of three million dollars (\$ 3,000,000) (representing the remaining 20% of the Loan) ("Second Tranche") to be disbursed upon the Borrower's confirmation of the satisfactory utilization and submission of proof of payment of Eligible Expenditures acceptable to OPEC Fund of fifty percent (50%) of the First Tranche.

4.02 Disbursements shall be made in accordance with relevant sections of this Agreement, the General Conditions and OPEC Fund's Disbursement Procedures.

4.03 The Borrower shall submit to OPEC Fund within a period not exceeding three (3) months of the payment of the Second Tranche, a Project Completion Report audited by the Auditor General of the Borrower, evidencing full utilization of the Loan, in accordance with Section 7.05 of the General Conditions.

* * *

The OPEC Fund for International Development

Article 5 ADDRESSES

4.01 The parties' addresses are as specified below:

For the OPEC Fund:

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

For the Borrower:

Ministry of Finance and Economic Planning
B.P. 158
Kigali
RWANDA
Facsimile: (+250-252) 577581

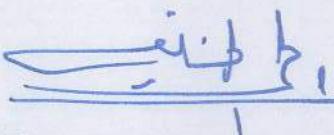
* * *

The OPEC Fund for International Development

LOAN NO. 14655P

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

FOR THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT:

Signature: 

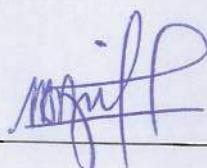


Name: Abdulhamid Alkhaila

Title: Director-General

Date: October 23, 2020

FOR THE BORROWER:

Signature: 



Name: Dr Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 05/11/2020

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA COVID-19 ECONOMIC RECOVERY FUND PROJECT

SCHEDULE 1 PROJECT DESCRIPTION

The main objective of the Project is to support the government of Rwanda's general efforts in mobilising at least USD 200 million for the Economic Recovery Fund (ERF), which has been set up to support businesses heavily impacted by the COVID-19 related restrictions, those exposed to consumer discretionary spending and those with global supply chains that have been disrupted. To be eligible for ERF support, businesses must demonstrate that (i) they were able to service their respective level of debt prior to the outbreak, (ii) they were in sound financial health prior to the pandemic shock, and (iii) show a decline in turnover compared to the same period in 2019. ERF's beneficiaries are mainly in the tourism, manufacturing (agri-processing), transportation and logistics sector, as well as Small and Medium Enterprises (SMEs) linked to the domestic and global supply chain. More specifically, the Project will enable eligible businesses to pay their employees' salaries for the duration of the lockdown and to commit to maintaining their employees during the support period, via funds received through the ERF. The Project comprises the following two financing facilities:

A. Facility I

This financing facility shall support the tourism sector by restructuring existing bank loans to the tourism sector such as hotels through the National Bank of Rwanda (BNR), in accordance with terms and conditions laid out in the following table:

	Conditions	Terms
BNR to Banks	N/A	Maturity period: 15 years Grace Period: 5 years Interest rate: 0%
Banks to Borrowers	i) performing loans only; ii) applicable on 35% of outstanding loans; and iii) outstanding loans as of May 31, 2020	Maturity period: 15 years Grace Period: 3 years Interest rate: 5%

The OPEC Fund for International Development

B. Facility II

This financing facility shall provide lines of credit to large corporates, SMEs, Microbusiness institutions and Savings and Credit Co-operative Organisation (SACCOs), as well as guarantee schemes through the Business Development Fund (BDF) targeting the vulnerable in the informal economy, in accordance with terms and conditions laid out in the following table:.

	Conditions	Terms
BNR to Banks	N/A	Maturity period: 10 years Grace period: 3 years Interest rate: 3%
Banks to Clients (collateral to be agreed with banks)	- Proof of at least 50% losses year-on-year (Jan.- May 2020 vs. Jan. - May 2019) based on VAT returns; - Class 1 or Class 2 borrower as evidence of debt repayment track record; - Rwanda Revenue Authority tax clearance certificate as evidence of good tax standing	N/A
BNR to Micro-finance institutions (MFIs) (no collateral)	N/A	Maturity period: 10 years Grace period: 3 years Interest rate: 0%
MFIs to Clients	N/A	Maturity period: 2 years Grace period: 3 months Interest rate: 8%
Business Development Fund to Partial Guarantee Fund	- Coverage of up to 75% of the borrowed amount	- BDF fee: 0.25% of principal guaranteed - USD 3 million for loan guarantees to SMEs & Micro Businesses

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA COVID-19 ECONOMIC RECOVERY FUND PROJECT

SCHEDULE 2 LOAN ALLOCATION

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

Component	Amount of the Loan Allocated (Expressed in Dollars)	Percentage of Total Expenditures to be Financed
Facility I	--	--
Facility II	15,000,000	100
Total	15,000,000	

2. Notwithstanding the allocation of the Loan proceeds or the disbursement percentage set forth in paragraph 1 above, if OPEC Fund has reasonably estimated that the amount of the Loan then allocated to the component specified above will be insufficient to finance the agreed percentage of all expenditures in that component, OPEC Fund may, by notice to the Borrower, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals in respect of the said component may continue until all expenditures thereunder shall have been made.

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA COVID-19 ECONOMIC RECOVERY FUND PROJECT

SCHEDULE 3 AMORTIZATION

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

<u>No.</u>	<u>Date of Repayment</u>	<u>Amount Due</u> (Expressed in Percentage)
1	November 15, 2025	3.33
2	May 15, 2026	3.33
3	November 15, 2026	3.33
4	May 15, 2027	3.33
5	November 15, 2027	3.33
6	May 15, 2028	3.33
7	November 15, 2028	3.33
8	May 15, 2029	3.33
9	November 15, 2029	3.33
10	May 15, 2030	3.33
11	November 15, 2030	3.33
12	May 15, 2031	3.33
13	November 15, 2031	3.33
14	May 15, 2032	3.33
15	November 15, 2032	3.33
16	May 15, 2033	3.33
17	November 15, 2033	3.33
18	May 15, 2034	3.33
19	November 15, 2034	3.33
20	May 15, 2035	3.33
21	November 15, 2035	3.33
22	May 15, 2036	3.33
23	November 15, 2036	3.33

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko N° 001/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC, yerekanye n'inguzanyo ingana na miliyon i cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe umushinga wo gushyiraho Ikigega cyo kuzahura ubukungu bwazahajwe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda ku wa 05 Ugushyingo 2020	Seen to be annexed to Law N° 001/2021 of 04/02/2021 approving the ratification of the Loan Agreement between the Republic of Rwanda and the OPEC Fund for International Development, relating to the Loan of fifteen million American Dollars (USD 15,000,000) for COVID-19 Economic Recovery Fund Project, signed at Kigali, Rwanda on 05 November 2020	Vu pour être annexé à Loi N° 001/2021 du 04/02/2021 approuvant la ratification de l'Accord de prêt entre la République du Rwanda et le Fonds de l'OPEC pour le Développement International, relatif au prêt de quinze millions de Dollars Américains (15.000.000 USD) pour le Projet du Fonds de Relance Economique COVID-19, signé à Kigali au Rwanda le 05 Novembre 2020
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Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEGEKO N° 002/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'IMPANO INGANA NA MILIYONI MIRONGO ITANU N'EBYIRI N'IBIHUMBI MAGANA CYENDA Z'AMADETESI (52.900.000 DTS) N'INGUZANYO INGANA NA MILYARI ZIRINDWI NA MILIYONI MAGANA CYENDA NA MIRONGO INE N'ENYE N'IBIHUMBI MAGANA ANE Z'AMAYENI Y'UBUYAPANI (7.944.400.000 JPY) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJIYI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 12 UGUSHYINGO 2020</p>	<p>LAW N° 002/2021 OF 04/02/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF FIFTY-TWO MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 52,900.000) AND CREDIT OF SEVEN BILLION NINE HUNDRED FORTY-FOUR MILLION FOUR HUNDRED THOUSAND JAPANESE YEN (JPY 7,944,400.000) FOR THE SECOND URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA ON 12 NOVEMBER 2020</p>	<p>LOI N° 002/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU DON DE CINQUANTE-DEUX MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPÉCIAUX (52.900.000 DTS) ET AU CRÉDIT DE SEPT MILLIARDS NEUF CENT QUARANTE-QUATRE MILLIONS QUATRE CENT MILLE YEN JAPONAIS (7.944.400.000 JPY) POUR LE SECONDE PROJET DE DEVELOPPEMENT URBAIN, SIGNÉ À KIGALI, AU RWANDA LE 12 NOVEMBRE 2020</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIÈRES</u></p>
<p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p>	<p><u>Article One:</u> Approval for ratification</p>	<p><u>Article premier:</u> Approbation pour ratification</p>
<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 002/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'IMPANO INGANA NA MILIYONI MIRONGO ITANU N'EBYIRI N'IBIHUMBI MAGANA CYENDA Z'AMADETESI (52.900.000 DTS) N'INGUZANYO INGANA NA MILYARI ZIRINDWI NA MILIYONI MAGANA CYENDA NA MIRONGO INE N'ENYE N'IBIHUMBI MAGANA ANE Z'AMAYENI Y'UBUYAPANI (7.944.400.000 JPY) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJIYI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 12 UGUSHYINGO 2020</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>LAW N° 002/2021 OF 04/02/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF FIFTY-TWO MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 52,900,000) AND CREDIT OF SEVEN BILLION NINE HUNDRED FORTY-FOUR MILLION FOUR HUNDRED THOUSAND JAPANESE YEN (JPY 7,944,400,000) FOR THE SECOND URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA ON 12 NOVEMBER 2020</p> <p>We, KAGAME Paul, President of the Republic;</p>	<p>LOI N° 002/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU DON DE CINQUANTE-DEUX MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPÉCIAUX (52.900.000 DTS) ET AU CREDIT DE SEPT MILLIARDS NEUF CENT QUARANTE-QUATRE MILLIONS QUATRE CENT MILLE YEN JAPONAIS (7.944.400.000 JPY) POUR LE SECOND PROJET DE DEVELOPPEMENT URBAIN, SIGNE À KIGALI, AU RWANDA LE 12 NOVEMBRE 2020</p> <p>Nous, KAGAME Paul, Président de la République;</p>
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INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMILJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA 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 16 Ukuboza 2020; 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 122, iya 167, iya 168 n'iya 176; Imaze gusuzuma Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekerye n'impano ingana na miliyoni mirongo itanu n'ebyiri n'ibihumbi magana cyenda z'Amadetes (52.900.000 DTS) n'inguzanyo ingana na miliyari zirindwi na miliyoni magana cyenda na mirongo ine n'enye n'ibihumbi magana ane z'Amayeni y'Ubuyapani (7.944.400.000 JPY) agenewe	THE PARLIAMENT: The Chamber of Deputies, in its sitting of 16 December 2020; 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, 122, 167, 168 and 176;	LE PARLEMENT: La Chambre des Députés, en sa séance du 16 décembre 2020; 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, 122, 167, 168 et 176 ;

<p>umushinga wa kabiri w'iterambere ry'imijyi, yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ugushyingo 2020;</p> <p>YEMEJE:</p> <p>Ingingo ya mbere: Kwemera kwemeza burundi</p> <p>Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekanye n'impano ingana na miliyon i mirongo itanu n'ebiyiri n'ibihumbi magana cyenda z'Amadetes (52.900.000 DTS) n'inguzanyo ingana na miliyari zirindwi na miliyon i magana cyenda na mirongo ine n'enye n'ibihumbi magana ane z'Amayeni y'Ubuyapani (7.944.400.000 JPY) agenewe umushinga wa kabiri w'iterambere ry'imijyi, yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ugushyingo 2020, ari ku mugereka, yemerewe kwemezwa burundi.</p> <p>Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p>second urban development project, signed at Kigali, Rwanda, on 12 November 2020;</p> <p>ADOPTS:</p> <p>Article one: Approval for ratification</p> <p>The Financing Agreement, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-two million nine hundred thousand Special Drawing Rights (SDR 52,900,000) and credit of seven billion nine hundred forty-four million four hundred thousand Japanese Yen (JPY 7,944,400,000) for the second urban development project, signed at Kigali, Rwanda, on 12 November 2020, in annex, is approved for ratification.</p> <p>Article 2: Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p>	<p>développement urbain, signé à Kigali, au Rwanda le 12 novembre 2020 ;</p> <p>ADOPTÉ:</p> <p>Article premier : Approbation pour ratification</p> <p>L'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-deux millions neuf cent mille Droits de Tirage Spéciaux (52.900.000 DTS) et au crédit de sept milliards neuf cent quarante-quatre millions quatre cent mille Yen Japonais (7.944.400.000 JPY) pour le second projet de développement urbain, signé à Kigali, au Rwanda le 12 novembre 2020, en annexe, est approuvé pour ratification.</p> <p>Article 2: Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p>
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<u>Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa</u>	<u>Article 3: Commencement</u>	<u>Article 3: Entrée en vigueur</u>
Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W' ITEGEKO N° 002/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'IMPANO INGANA NA MILIYONI MIRONGO ITANU N'EBYIRI N'IBIHUMBI MAGANA CYENDA Z'AMADETESI (52.900.000 DTS) N'INGUZANYO INGANA NA MILIYARI ZIRINDWI NA MILIYONI MAGANA CYENDA NA MIRONGO INE N'ENYE N'IBIHUMBI MAGANA ANE Z'AMAYENI Y'UBUYAPANI (7.944.400.000 JPY) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJIYI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 12 UGUSHYINGO 2020</p>	<p>ANNEX TO LAW N° 002/2021 OF 04/02/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF FIFTY-TWO MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 52,900.000) AND CREDIT OF SEVEN BILLION NINE HUNDRED FORTY-FOUR MILLION FOUR HUNDRED THOUSAND JAPANESE YEN (JPY 7,944,400.000) FOR THE SECOND URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA ON 12 NOVEMBER 2020</p>	<p>ANNEXE À LOI N° 002/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU DON DE CINQUANTE-DEUX MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPÉCIAUX (52.900.000 DTS) ET AU CRÉDIT DE SEPT MILLIARDS NEUF CENT QUARANTE-QUATRE MILLIONS QUATRE CENT MILLE YEN JAPONAIS (7.944.400.000 JPY) POUR LE SECONDE PROJET DE DEVELOPPEMENT URBAIN, SIGNÉ À KIGALI, AU RWANDA LE 12 NOVEMBRE 2020</p>
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**CREDIT NUMBER 6789-RW
GRANT NUMBER D737-RW**

Financing Agreement

Second Rwanda Urban Development Project

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**CREDIT NUMBER 6789-RW
GRANT NUMBER D737-RW**

FINANCING AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a 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 described in Schedule 1 to this Agreement (“Project”):
 - (a) an amount equivalent to fifty-two million nine hundred thousand Special Drawing Rights (SDR 52,900,000) (“Grant”); and
 - (b) an amount equivalent to seven billion nine hundred forty-four million four hundred thousand Japanese Yen (JPY 7,944,400,000) (“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 the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) 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.

- 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 for the Credit is Yen and Dollar for the Grant.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall, carry out Parts 1(a) and 3(b)(v) of the Project through the City of Kigali (CoK), Parts 3(a) and 3(b)(i) through MININFRA, Parts 2(a) and 3(b)(ii) through the Target Secondary Cities and cause Parts 1(b) and 3(b)(iv) the Project to be carried out by REMA and cause Parts 2(b) and 3(b)(ii) to be carried out by LODA, in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreements.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following, that:
 - (a) the Subsidiary Agreements as referred to in Section I.B of Schedule 2 to this Agreement, have been executed in form and substance satisfactory to the Association; and
 - (b) the Recipient has prepared and adopted a Project Implementation Manual (“PIM”), as referred to in Section I.C of Schedule 2 to this Agreement, in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient’s Representative is the Recipient’s minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient’s address is:

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

(b) the Recipient’s Electronic Address is:

Telephone: Fax: E-mail:
+250 25 257 7581 +250 25 257 5756 mfin@minecofin.gov.rw

- 5.03. For purposes of Section 11.01 of the General Conditions: (a) The Association's address is:

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

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

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

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Uzziel Ndagijimana

Authorized Representative

Name: Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 12-Nov-2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Rolande Pryce

Authorized Representative

Name: Rolande Pryce

Title: Country Manager

Date: 06-Nov-2020

SCHEDULE 1

Project Description

The objective of the Project is to improve access to basic services, enhance resilience and strengthen integrated urban planning and management in the City of Kigali and the six secondary cities of Rwanda.

The Project consists of the following parts:

Part 1: Support to the City of Kigali (CoK).

(a) Integrated urban planning for resilient, inclusive infrastructure delivery, through financing and support for:

- (i) urban upgrading through an integrated package of investments, including detailed designs, construction supervision and preparation of environmental and social instruments, in select unplanned settlements (including Nyarugenge, Kicukiro and Gasabo districts). The urban upgrading will comprise a comprehensive menu of infrastructure investments including, access streets, street lighting, stormwater drainage, green infrastructure, solid waste collection points, onsite sanitation, water supply, community facilities, local market improvements, multi-purpose facilities and public spaces;
- (ii) flood risk reduction infrastructure in flood-prone areas located near the upgrading including the rehabilitation of culverts, bridges, channels, and drains, as well as implementation of suitable nature-based solutions (NBS) sites;
- (iii) technical assistance for development and preparation of a stormwater management master plan (SWMMP) for the CoK and for water level monitoring;
- (iv) installation of rainfall sensors and hydrological stations with water level and discharge monitoring in the urban area and wetlands of Kigali and its immediate surroundings;
- (v) technical assistance for implementation of the Kigali Master Plan 2050 including, support for the development of detailed area plans for select unplanned settlements and a feasibility study to assess the feasibility of implementing sites and services; and
- (vi) institutional capacity development of CoK to strengthen its economic and spatial planning for resilient infrastructure and

service provision in view of optimal allocation of spaces and resources, including through, support for urban management specialists, consultants to assist in training and mentoring, to develop systems and procedures, and to undertake other activities aimed at strengthening urban management functions, Trainings, and financing for equipment and tools needed to undertake urban management and urban development activities.

(b) Evidence-based, sustainable wetland management, flood risk management and greenhouse gas monitoring, through financing and support for:

- (i) design, implementation and monitoring of NBS to reduce flood risks, enhance biodiversity, and strengthen resilience of the CoK through rehabilitation of wetlands impacted by historical land-uses, such as industrial use and urbanization (such wetlands to include Gikondo, Kibumba, Rugenge, Rwindare and Nyabugogo wetlands). Wetland rehabilitation will also include support for basic infrastructure for hospitality, tourism and recreation;
- (ii) technical assistance to: (A) explore opportunities for partnerships with the private sector to invest in the rehabilitation of the wetlands and their buffer zones, including the design and piloting of innovative financing and impact-driven financing instruments to support the implementation of urban planning solutions that center biodiversity, ecosystem services and climate adaptation and mitigation; and (B) support the CoK to develop a framework for Greenhouse Gas (GHG) accounting;
- (iii) development of a detailed city-wide digital terrain model (DTM) using an aerial Light Detection and Ranging (LiDAR) and photogrammetric survey; and
- (iv) advocacy, knowledge exchange and partnerships on sustainable urbanization.

Part 2: Support to Secondary Cities

(a) Infrastructure and service delivery in secondary cities, through financing and support for:

- (i) infrastructure development including roads, drainage, pedestrian walkways and streetlighting in the Target Secondary Cities (TSCs);

- (ii) comprehensive upgrading in unplanned settlements prioritized by the TSCs including provision of offsite infrastructure such as drainage and roads; and
 - (iii) technical assistance for feasibility studies, planning, design and supervision for infrastructure development and upgrading in unplanned settlements.
- (b) Institutional and capacity development of secondary cities, through financing and support for the establishment and functioning of City Management Offices (CMOs) through:**
- (i) development of a roadmap for CMO development outlining the key urban functions to be carried out by CMOs;
 - (ii) preparation of medium-term (five-year) and annual Institutional and Capacity Development (ICD) plans for urban management; and
 - (iii) implementation of the Master Plans for the respective Target Secondary City (TSC) focused on the development of detailed area plans for selected unplanned settlements in each TSC.

Part 3: Institutional Capacity Development and Project Management

- (a) Institutional capacity development at national level, through financing and support for technical assistance for:**
- (i) development of a national urbanization strategy, through support for: (A) review of the National Urbanization Policy (NUP) and development of its implementation strategy and action plan; and (B) establishment of an urbanization monitoring information system (UMIS);
 - (ii) development of a comprehensive housing strategy to strengthen the National Housing Policy and build on and expand investments in urban upgrading and sites and services;
 - (iii) development a strategy for implementing sites and services schemes in Rwanda including, estimating the capacity and appetite for land value capture in plot servicing; and
 - (iv) implementation of a national solid waste management strategy through the development of feasibility studies on disposal facilities in the TSCs and the dissemination of knowledge generated from city to city in the Republic of Rwanda.

- (b) **Project management, through financing and support to:** (i) MININFRA PCU; (ii) LODA-SPIU; (iii) the Target Secondary Cities PIUs; (iv) REMA-SPIU; and (v) CoK-KUUT, for financial management and procurement; environmental and social risks management, implementation supervision, contract management, monitoring and evaluation, communication and citizen engagement and staffing within the respective project coordinating unit, project implementing units and urban upgrading team.

Part 4: Contingency Emergency Response:

Providing immediate response to an Eligible Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall designate and charge the MININFRA with overall responsibility for Project coordination and implementation.

2. MININFRA Project Coordinating Unit

(a) The Recipient shall maintain throughout Project implementation the Project Coordinating Unit (PCU) in MININFRA with resources and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Association, including: (i) a Project coordinator (who shall report to and act under the direction of the Urbanization, Human Settlement and Housing Development Director General); (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) Procurement specialist; (v) an environmental and social risks management specialist; and (vi) such other specialists performing such functions as may be further detailed in the Project Implementation Manual (PIM).

(b) The PCU shall be responsible for: (i) overall day-to-day coordination and management, including direct support to the implementing agencies; (ii) project management and implementation of activities under Part 3(a) and 3(b)(i); (iii) overall project monitoring and evaluation; (iv) progress reporting on a quarterly basis; (v) the PCU environmental and social risks management specialist shall be responsible for coordinating reporting on environmental and social issues from the various implementing entities under the Project; (vi) coordination among the environmental and social specialists coordinating the preparations of the relevant environmental and social instruments with the procurement teams preparing the tender documents; (vii) preparation of a comprehensive monitoring and evaluation report which includes updates of national level activities across all implementation entities/agencies; and (viii) such other functions as may be detailed in the PIM.

3. National Steering Committee

(a) The Recipient shall within thirty (30) days after the Effective Date establish and maintain throughout Project implementation the National Steering Committee (“NSC”).

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- (b) The NSC shall be comprised of the Minister of State in charge of National Treasury in MINECOFIN, Permanent Secretaries of MININFRA, MINALOC, MoE and MINEMA, the Director Generals of RWB, LODA, and REMA, the City Manager of CoK, or and including such other persons as may be agreed between the Recipient and the Association and further detailed in the PIM.
- (c) The NSC shall be responsible for: (i) providing overall strategic guidance and oversight to the Project, including policy and strategic issues related to urbanization; (ii) reviewing and approving annual work plans; (iii) provide high-level project oversight and policy coordination, including addressing any inter-governmental issues that may need to be resolved at government level; and (iv) such other functions as may be further detailed in the PIM.
- (d) The NSC shall meet at least semi-annually or more often as warranted to ensure timely implementation of the Project.

4. **Project Technical Committee**

- (a) The Recipient shall within thirty (30) days after the Effective Date establish and maintain throughout Project implementation a Project Technical Committee (“PTC”). The Recipient shall take all measures required on its behalf to ensure proper functioning of the PTC during implementation of the Project. The PTC shall be comprised of the project coordinators at the MININFRA PCU, LODA-SPIU, CoK-KUUT and the REMA-SPIU, Project focal persons in RWB, MINEMA, RTDA, RHA, RRA, WASAC and Meteo Rwanda, and such other persons as may be agreed between the Recipient and the Association and detailed in the PIM.
- (b) The PTC shall report to the NSC, and shall be responsible for: (i) providing, through the implementing entities under the Project, technical advisory support to Project contractors and consultants; (ii) reviewing implementation progress; (iii) preparation of a monitoring and evaluation capacity building plan; and (iv) such other functions as may be further detailed in the PIM.
- (c) The Recipient shall and shall cause to be designated Project focal persons at RWB, MINEMA, RTDA, RHA, RRA, WASAC and Meteo Rwanda who shall provide technical and advisory support to facilitate implementation of the Project.
- (d) The PTC shall meet at least once every calendar quarter or more often as warranted to ensure timely implementation of the Project.

5. REMA Single Project Implementation Unit

- (a) The Recipient shall cause REMA to maintain, throughout Project implementation, the REMA Single Project Implementation Unit (REMA-SPIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Association, including: (i) a Project coordinator; (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) procurement specialist; (v) hydrology engineer; (vi) ecology specialist; (vii) an environmental and social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the Association and detailed in the PIM.
- (b) The REMA-SPIU shall be responsible *inter alia* for implementation part 1(b) and 3(b)(iv) of the Project, including: (i) wetland management, rehabilitation and health monitoring; (ii) technical assistance for a high-resolution DTM; and (iii) promoting advocacy, knowledge exchange and partnerships, in close coordination with CoK and with technical advisory support from RWB and technical and procurement support from the Rwanda Land Management and Use Authority (RLMUA).

6. LODA Single Project Implementation Unit

- (a) The Recipient shall cause LODA to maintain, throughout Project implementation, the LODA Single Project Implementation Unit (LODA-SPIU), with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Association, including: (i) Project coordinator; (ii) monitoring and evaluation specialist; (iii) financial management specialist, (iv) procurement specialist; (v) environmental risks management specialist; (vi) social risks management specialist; (vii) civil engineer; and (viii) such other technical and fiduciary specialists, personnel or consultants including one field-support civil engineer, as may be agreed with the Association and detailed in the PIM.
- (b) The LODA-SPIU shall be responsible *inter alia* for: (i) implementation of part 2(b) and 3(b)(ii) of the Project; (ii) oversight of district governance and local economic development (LED) activities; and (iii) such other functions as may be detailed in the PIM.

7. CoK Kigali Urban Upgrading Team

- (a) The Recipient shall cause the CoK to maintain, throughout Project implementation, the CoK Kigali Urban Upgrading Team (CoK-KUUT) with adequate resources and facilitation and composed of key staff, with

qualifications, experience and under terms of reference acceptable to the Association, including: (i) a Project Coordinator; (ii) monitoring and evaluation specialist; (iii) procurement specialist; (iv) financial management specialist; (v) civil engineer (with expertise in stormwater management); (vi) an environmental risks management specialist; (vii) a social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the Association and detailed in the PIM.

- (b) The CoK-KUUT shall be responsible *inter alia* for: (i) implementation of part 1(a) and 3(b)(v) of the Project; (ii) environmental and social management and supervision; (iii) monitoring and evaluation; (iv) facilitation and follow-up on all institutional and capacity building activities at CoK; and (v) such other functions as may be specified in the PIM.

8. **Target Secondary Cities Project Implementation Units**

- (a) The Recipient shall cause each Target Secondary City to within thirty (30) days after the Effective Date establish and maintain, throughout Project implementation, a TSC Project Implementation Unit (TSC-PIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Association, including for each TSC-PIU: (i) a project focal person (who will also carry-out the monitoring and evaluation function); and (ii) an environmental and social risks management specialist.
- (b) The TSC-PIUs shall be responsible *inter alia* for: (i) implementation of part 2(a) and 3(b)(iii) of the Project; (ii) liaising with relevant offices of the city to ensure implementation is in accordance with the Project's Environmental and Social instruments and fiduciary guidelines; (iii) monitoring and evaluation reporting including preparation of quarterly monitoring and evaluation reports for submission to the LODA-SPIU; (iv) disseminating information about the Project (including contract awards, physical and financial progress of works contracts); (v) contributing to capacity building activities; (vi) monitor and supervise the implementation of environmental and social management plans; (vii) facilitation and follow-up on all institutional and capacity building activities; and (viii) such other functions as may be specified in the PIM.

9. Memoranda of Understanding

(a) CoK – RWB MoU

- (i) In order to facilitate the implementation of part 1(a) of the Project, the Recipient shall cause the CoK and RWB within 30 (thirty) days after the Effective Date to execute a Memorandum of Understanding for the provision by RWB of technical support to the CoK for implementation of flood risk and wetland management under part 1(a) of the Project (the “CoK-RWB MoU”).
- (ii) The CoK-RWB MoU shall *inter alia* provide for: (A) the provision by RWB of technical advisory support to CoK in undertaking the flood risk reduction infrastructure, installation of rainfall, water level and discharge monitoring equipment, preparation of the stormwater management master plan; (B) the roles and responsibilities of each party to the MoU; and (C) guidelines on procurement, financial management and monitoring.

(b) REMA – RLMUA MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, the Recipient shall cause REMA and RLMUA within 30 (thirty) days after the Effective Date to execute a Memorandum of Understanding for the execution of the LiDAR survey under part 1(b) of the Project (the “REMA-RLMUA MoU”).
- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RLMUA.

(c) REMA – RWB MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, the Recipient shall cause REMA and RWB within 30 (thirty) days after the Effective Date to execute a Memorandum of Understanding for the provision by RWB of technical and advisory support to REMA on wetland restoration and rehabilitation and health monitoring under part 1(b) of the Project (the “REMA-RWB MoU”).

- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RWB.

10. Community Upgrading Committees

- (a) The Recipient shall cause each TSC and the CoK, prior to commencement of infrastructure upgrading in each settlement, to establish and maintain throughout Project implementation, Community Upgrading Committees (“CUCs”) composed of key personnel under terms of reference acceptable to the Association, including for each CUC: (i) a chairperson; (ii) vice chairperson; (iii) secretary; (iv) women’s representative; and (v) a youth representative.
- (b) The CUCs shall work with city officials at critical review and decision-making points along the planning and implementation process, namely: (i) baseline survey and initial data collection; (ii) feasibility studies for infrastructure investments in the settlement and prioritization; (iii) preparation of preliminary and final community upgrading plans, (iv) preliminary and detailed design for infrastructure investments, (v) monthly site meetings with the construction supervision consultants and contractors; (vi) review and validation of consultants’ reports and deliverables; and (vii) and shall perform such other roles as may be detailed in the PIM.

B. Subsidiary Agreements.

1. To facilitate the carrying out of each Project Implementing Entity’s and CoK’s respective parts of the Project, the Recipient shall make part of the proceeds of the Financing available to each of CoK, REMA and LODA under subsidiary agreements executed between the Recipient and each Project Implementing Entity, under terms and conditions approved by the Association (respectively the “CoK Subsidiary Agreement”, “REMA Subsidiary Agreement” and “LODA Subsidiary Agreement” and collectively the “Subsidiary Agreements”), which shall include:
- (a) the provision of the Financing to the relevant Project Implementing Entity or CoK on a grant basis;
- (b) the obligation of the Project Implementing Entity or CoK to: (i) monitor and evaluate the progress of its respective part of the Project and prepare and submit to the Recipient prompt progress reports; (ii) exchange views with the Recipient, and the Association with regard to the progress of its respective part of the Project, and the performance of its obligations under the

subsidiary agreement; and (iii) provide the Recipient promptly all such information as the Recipient or the Association may reasonably request for purposes of incorporating such information in the report referred to in Section 5.08 (c) of the General Conditions;

- (c) the obligation of the Project Implementing Entity or CoK to carry out its obligations under the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social, labor, health and safety and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required including operation and maintenance costs;
- (d) the obligation of the Project Implementing Entity or CoK to promptly notify and inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of its obligations under the Project and the subsidiary agreement, including but not limited to any Project-related accidents and incidents, such as, for example, fatalities, or allegations of gender-based violence associated with the Project;
- (e) the obligation of the Project Implementing Entity or CoK to carry out its obligations under the Project and the subsidiary agreement in accordance with the PIM, the environmental and social instruments, the Procurement Regulations and the Anti-Corruption Guidelines;
- (f) the obligation of the Project Implementing Entity or CoK 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 its respective part 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
- (g) the right of the Recipient to take remedial actions against the Project Implementing Entity or CoK, in case the Project Implementing Entity or CoK shall have failed to comply with any of its obligations under the subsidiary agreement, which actions may include, *inter alia*, the partial or total suspension and/or

cancellation or refund of all or any part of the proceeds of the subsidiary financing availed to the Project Implementing Entity or CoK pursuant to the subsidiary agreement.

2. The Recipient shall exercise its rights under each of the Subsidiary Agreements 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 any of the Subsidiary Agreements or any of their provisions.

C. Project Implementation Manual (“PIM”)

1. The Recipient shall and shall ensure that the Project is carried out in accordance with the requirements set forth in the Project Implementation Manual (“PIM”). The PIM shall set out detailed guidelines, methods and procedures for the implementation of the Project, including: (a) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration among various Project stakeholders; (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures, (e) internal control procedures; (f) reporting requirements; (g) communication arrangements and procedures; (h) external audit; (i) anti-corruption and fraud mitigation measures; (j) environmental and social risks management, including a detailed description of the grievance redress process as well as any process for recording and reporting Project-related accidents and incidents; (k) monitoring and evaluation arrangements, including procedures and reporting formats; (l) a CERC annex; and (m) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Recipient shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended, any provision of the PIM, without the prior written agreement of the Association.
3. Notwithstanding the foregoing, if any provision of the PIM is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

D. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Emergency Response Part”), the Recipient shall:
 - (a) prepare and furnish to the Association for its review and approval, a Contingency Emergency Response Manual (“CER Manual”) which shall set forth detailed implementation arrangements for the Emergency

Response Part, including: (i) any additional institutional structures or arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for the Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social risks management arrangements and instruments the Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;

- (b) afford the Association a reasonable opportunity to review the proposed CER Manual;
 - (c) promptly adopt the CER Manual for the Emergency Response Part as accepted by the Association and integrate it as an annex to the Project Implementation Manual;
 - (d) ensure that the Emergency Response Part is carried out in accordance with the CER Manual; provided, however, that in the event of any inconsistency between the provisions of the CER Manual and this Agreement, the provisions of this Agreement shall prevail; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the CER Manual without the prior written approval by the Association.
2. The Recipient shall, throughout the implementation of the Emergency Response Part, maintain the institutional structures and arrangements established in accordance with the CER Manual, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:
- (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (b) the Recipient has ensured the preparation and disclosure of all environmental and social instruments as may be required for said activities

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in accordance with the CER Manual, the Association has approved all said instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.”

E. Counterpart Funds

1. The Recipient shall allocate and avail an amount equivalent to fifteen million Dollar (\$15,000,000) for the financing of any required resettlement, land acquisition, compensation and relocation under the Project (the “Counterpart Funds”).
2. The Recipient shall disburse the Counterpart Funds in accordance with the provisions of the Annual Work Plan and Budget.

F. Annual Work Plan and Budget

1. The Recipient shall:
 - (a) prepare and furnish to the Association not later than March 31 in each year (or such other date as the Association may agree to) beginning in the Fiscal Year 2022 a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing including the Association’s and the Recipient’s respective shares of the costs in the financing plan;
 - (b) taking into account the Association’s comments, finalize the plan and furnish it to Association for its approval not later than May 31 in each year (or such other date as the Association may agree) beginning in the Fiscal Year 2022; and
 - (c) adopt the plan as shall have been approved by the Association (Annual Work Plan and Budget or AWPB).
2. The Recipient shall ensure that the Project is implemented with due diligence and in accordance with the AWPB.
3. The Recipient shall disburse, promptly as required, the Counterpart Funds as specified in the AWPB and in this Agreement.
4. The Recipient shall not make or allow to be made any change to the AWPB without prior agreement in writing by the Association.
5. In the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

G. Environmental and Social Standards

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

the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

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

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days 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 JPY)	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 Costs and Operating Costs under (a) Part 1(a) of the Project (b) Part 3(b)(v) of the Project (CoK)	3,053,300,000	18,500,000 900,000	51% Credit; 49% Grant 100%
(2) Goods, works, non-consulting services, consulting services, Training Costs and Operating Costs under Parts 1(b) and 3(b)(iv) the Project (REMA)		3,100,000	30%
(3) Goods, works, non-consulting services, consulting services, Training Costs			

and Operating Costs under (a) Parts 2(a) of the Project	4,891,100,000	22,300,000	60% Credit; 40% Grant
(b) Parts 2(b), 3(b)(ii) and (iii) the Project (LODA)		4,700,000	100%
(4) Goods, works, non-consulting services, consulting services, Training Costs and Operating Costs under Parts 3(a) and 3(b)(i) the Project (MININFRA)		3,400,000	100%
(5) Emergency Expenditures under Part 4 of the Project	0		
TOTAL AMOUNT	7,944,400,000	52,900,000	

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; or
 - (b) for Emergency Expenditures under Category (5), unless and until the Association is satisfied, and notified the Recipient of its satisfaction, that

all of the following conditions have been met in respect of said expenditures:

- (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include the proposed activities in the Emergency Response Part in order to respond to said crisis or emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
- (ii) the Recipient has ensured that all environmental and social instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.G of this Schedule;
- (iii) the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of Section I.D.2 of this Schedule, for the purposes of said activities; and
- (iv) the Recipient has adopted the CER Manual, in form and substance acceptable to the Association, and the provisions of the CER Manual remain or have been updated in accordance with the provisions of Section I.D.1 of this Schedule so as to be appropriate for the inclusion and implementation of the Emergency Response Part.

2. The Closing Date is December 31, 2025.

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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 December 1, 2026 to and including June 1, 2058	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

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. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “City Management Office” or “CMO” means the structure in the organizational setup of secondary cities charged with management of the urban planning and development operations in the secondary city.
5. “Contingency Emergency Response Manual” and the acronym “CER Manual” means the manual referred to in Section I.D.1 of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part and form part of the Project Implementation Manual in accordance with the provisions of said Section.
6. “CoK” means the City of Kigali means the decentralised administrative entity of the city of Kigali established under Law N°87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities.
7. “CoK Subsidiary Agreement” means the subsidiary agreement referred to under Section I.B of Schedule 2 to this Agreement entered into between the City of Kigali and the Recipient.
8. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
9. “Emergency Expenditure” means any of the eligible expenditures set forth in the CER Manual in accordance with the provisions of Section I.D of Schedule 2 to this Agreement and required for the Emergency Response Part.
10. “Emergency Response Part” means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 4 of the Project.

11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated September 24, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
12. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
13. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020).
14. “Kigali Master Plan 2050” means the tool envisaged to enable the city of Kigali to realize its vision 2050 which is to become “a center of urban of excellence in Africa”.
15. “LODA” means the Local Administrative Entities Development Agency established pursuant to Article 1 of Law N°62/2013 of 27/08/2013 establishing the Local Administrative Entities Development Agency (LODA) and determining its mission, organisation and functioning, or its successor thereto acceptable to the Association.
16. “LODA Subsidiary Agreement” means the subsidiary agreement referred to under Section I.B of Schedule 2 to this Agreement entered into between LODA and the Recipient.

17. “Master Plans” means in regard to each Target Secondary City, the framework for structure plans that show the land use for economic and social development of the secondary city.
18. “Meteo Rwanda” means the Rwanda Meteorology Agency established pursuant to Law N°54bis/2011 of 14/12/2011 establishing Rwanda Meteorology Agency (Meteo Rwanda) and determining its mission, organisation and functioning, or its successor thereto as acceptable to the Association.
19. “MINEMA” or “Ministry of Emergency Management” means the Recipient’s ministry responsible for management of disasters and emergencies.
20. “MININFRA” or “Ministry of Infrastructure” means the Recipient’s ministry responsible for infrastructure.
21. “National Urbanization Policy” or “NUP” means the Recipient’s policy on urbanization of December 2015 that ensures urban physical development is carried out in a well-coordinated manner to create a functional network of development poles and livable, inclusive green urban environment objectively to transform the country’s economy and improve the socio-economic conditions for all.
22. “National Housing Policy” means the Recipient’s housing policy adopted in March 2015, aimed enabling universal access adequate housing in sustainably planned and developed areas reserved for habitation in Rwanda.
23. “National Strategy for Transformation” or “NST1” means the Recipient’s seven-year program, 2017 – 2024 for sustained growth and transformation.
24. “Operating Costs” means the reasonable incremental operating expenses, approved by the Association, incurred by the Recipient on account of Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment, office supplies, hire of Project staff, bank charges and travel and supervision costs but excluding salaries to public/civil servants of the Recipient.
25. “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.
26. “Project Implementing Entity” means each of LODA and REMA, and Project Implementing Entities refers to both of REMA and LODA.
27. “Project Implementation Manual” or “PIM” means the implementation manual for the Project referred to under Section I.C of Schedule 2 to this Agreement.

28. “REMA” means the Rwanda Environment Management Authority established under Article 1 of Law N°63/2013 of 27/08/2013 determining the mission, organization and functioning of Rwanda Environment Management Authority (REMA), or its successor thereto acceptable to the Association.
29. “REMA Subsidiary Agreement” means the subsidiary agreement referred to under Section I.B of Schedule 2 to this Agreement entered into between REMA and the Recipient.
30. “RHA” means the Rwanda Housing Authority established pursuant to Law N°40/2010 of 25/11/2010 establishing the Rwanda Housing Authority (RHA) and determining its responsibilities, organisation and functioning, or its successor thereto as acceptable to the Association.
31. “RLMUA” means the Rwanda Land Management and Use Authority established pursuant to Law N°05/2017 of 03/02/2017 establishing Rwanda Land Management and Use Authority and determining its mission, organisation and functioning, or its successor thereto as acceptable to the Association.
32. “RTDA” means the Rwanda Transport Development Authority established pursuant to Law N°02/2010 of 20/01/2010 establishing Rwanda Transport Development Agency (RTDA) and determining its mission, structure and functioning as modified and complemented by Law N°29/2014 of 14/08/2014, or its successor thereto as acceptable to the Association.
33. “RWB” means the Rwanda Water Resources Board established pursuant to Law N° 71/2019 of 21/01/2020 determining its mission and responsibilities with goal to ensure sufficient water resources for long-term economic growth and to reduce the impact of flooding and landslide risks.
34. “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.
35. “Target Secondary Cities” or “TSCs” means the secondary cities of Huye, Muhanga, Musanze, Nyagatare, Rubavu and Rusizi in the Recipient’s territory or such other cities as may be agreed between the Association and the Recipient, and “Target Secondary City” or “TSC” means each such individual secondary city.
36. “Training Costs” 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.

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37. “Vision 2050” means the long-term national development vision established by the government of Rwanda to drive the country’s desired socio-economic growth towards achieving a high-income country status by 2050.
38. “WASAC” means the Water and Sanitation Corporation setup to manage the water and sanitation services in Rwanda pursuant to Prime Minister’s Order N°87/03 of 16/08/2014 determining modalities of transfer of responsibilities and property of Energy, Water And Sanitation Authority (EWSA), to *inter alia*, WASAC, or its successor thereto as acceptable to the Association.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko N° 002/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekanye n'Impano ingana na miliyoni mirongo itanu n'ebyiri n'ibihumbi magana cyenda z'Amadetes (52.900.000 DTS) n'Inguzanyo ingana na miliyari zirindwi na miliyoni magana cyenda na mirongo ine n'enye n'ibihumbi magana ane z'Amayeni y'Ubuyapani (7.944.400.000 JPY) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi, yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ugushyingo 2020</p>	<p>Seen to be annexed to Law N° 002/2021 of 04/02/2021 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the Grant of fifty-two million nine hundred thousand Special Drawing Rights (SDR 52,900.000) and Credit of seven billion nine hundred forty-four million four hundred thousand Japanese Yen (JPY 7,944,400.000) for the Second Urban Development Project, signed at Kigali, Rwanda on 12 November 2020</p>	<p>Vu pour être annexé à Loi N° 002/2021 du 04/02/2021 approuvant la ratification de l'Accord de Financement entre la République du Rwanda et l'Association Internationale de Développement IDA), relatif au don de cinquante-deux millions neuf cent mille Droits de Tirage Spéciaux (52.900.000 DTS) et au Crédit de sept milliards neuf cent quarante-quatre millions quatre cent mille Yen Japonais (7.944.400.000 JPY) pour le Second Projet de Développement Urbain, signé à Kigali, au Rwanda le 12 Novembre 2020</p>
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Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEGEKO N° 003/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBLIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUSHINZWE IBIKORWA BYA GAHUNDA Y'ICYITEGEREREZO MU GUHANGANA N'IHINDAGURIKA RY'IKIRERE ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ATATU NA MIRONGO INANI Z'AMADOLARI Y'ABANYAMERIKA (2.380.000 USD) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJIYI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 12 UGUSHYINGO 2020</p>	<p>LAW N° 003/2021 OF 04/02/2021 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING ENTITY OF THE PILOT PROGRAM FOR CLIMATE RESILIENCE UNDER THE STRATEGIC CLIMATE FUND, RELATING TO THE LOAN OF TWO MILLION THREE HUNDRED EIGHTY THOUSAND AMERICAN DOLLARS (USD 2,380,000) FOR THE SECOND URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA ON 12 NOVEMBER 2020</p>	<p>LOI N° 003/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN TANT QU'ENTITE D'EXECUTION DU PROGRAMME PILOTE POUR LA RESILIENCE CLIMATIQUE DANS LE CADRE DU FONDS STRATEGIQUE POUR LE CLIMAT, RELATIF AU PRET DE DEUX MILLIONS TROIS CENT QUATRE VINGT MILLE DOLLARS AMERIQUAINS (2.380.000 USD) POUR LE SECOND PROJET DE DEVELOPPEMENT URBAIN, SIGNE À KIGALI, AU RWANDA LE 12 NOVEMBRE 2020</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIÈRES</u></p>
<p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa, n'itorwa by'iri tegeko</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article One:</u> Approval for ratification</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p><u>Article 3:</u> Commencement</p>	<p><u>Article premier:</u> Approbation pour ratification</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 003/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBLIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUSHINZWE IBIKORWA BYA GAHUNDA Y'ICYITEGEREREZO MU GUHANGANA N'IHINDAGURIKA RY'IKIRERE ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ATATU NA MIRONGO INANI Z'AMADOLARI Y'ABANYAMERIKA (2.380.000 USD) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJIYI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 12 UGUSHYINGO 2020</p>	<p>LAW N° 003/2021 OF 04/02/2021 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING ENTITY OF THE PILOT PROGRAM FOR CLIMATE RESILIENCE UNDER THE STRATEGIC CLIMATE FUND, RELATING TO THE LOAN OF TWO MILLION THREE HUNDRED EIGHTY THOUSAND AMERICAN DOLLARS (USD 2,380,000) FOR THE SECOND URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA ON 12 NOVEMBER 2020</p>	<p>LOI N° 003/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN TANT QU'ENTITE D'EXECUTION DU PROGRAMME PILOTE POUR LA RESILIENCE CLIMATIQUE DANS LE CADRE DU FONDS STRATEGIQUE POUR LE CLIMAT, RELATIF AU PRET DE DEUX MILLIONS TROIS CENT QUATRE VINGT MILLE DOLLARS AMERIQUAINS (2.380.000 USD) POUR LE SECONDE PROJET DE DEVELOPPEMENT URBAIN, SIGNE À KIGALI, AU RWANDA LE 12 NOVEMBRE 2020</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République;</p>
<p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA</p>	<p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL</p>	<p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENUE SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE</p>

MU IGAZETI YA LETA YA REPUBLIKA Y'U RWANDA INTEKO ISHINGA AMATEGEKO:	GAZETTE OF THE REPUBLIC OF RWANDA THE PARLIAMENT:	AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA LE PARLEMENT:
<p>Umutwe w'Abadepite, mu nama yawo yo ku wa 16 Ukuboza 2020;</p> <p>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 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'urwego rushinzwe ibikorwa bya gahunda y'icyitegererezo mu guhangana n'ihindagurika ry'ikirere iterwa inkunga n'Ikigega cyita ku mihindagurikire y'ikirere, yerekanye n'inguzanyo ingana na miliyoni ebyiri n'ibihumbi magana atatu na mirongo inani z'Amadolari y'Abanyamerika (2.380.000 USD) agenewe umushinga wa kabiri w'iterambere ry'imijyi, yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ugushyingo 2020;</p>	<p>The Chamber of Deputies, in its sitting of 16 December 2020;</p> <p>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, 122, 167, 168 and 176;</p> <p>After consideration of the Loan Agreement, between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an implementing entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund, relating to the loan of two million three hundred eighty thousand American Dollars (USD 2,380,000) for the second urban development project, signed at Kigali, Rwanda, on 12 November 2020;</p>	<p>La Chambre des Députés, en sa séance du 16 décembre 2020;</p> <p>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, 122, 167, 168 et 176 ;</p> <p>Après examen de l'Accord de prêt entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'entité d'exécution du programme pilote pour la résilience climatique dans le cadre du fonds stratégique pour le climat, relatif au prêt de deux millions trois cent quatre-vingt mille Dollars Américains (2.380.000 USD) pour le second projet de développement urbain, signé à Kigali, au Rwanda le 12 novembre 2020;</p>
YEMEJE:	ADOPTS:	ADOpte:

<u>Iningo ya mbere: Kwemera Kwemeza burundi</u>	<u>Article one: Approval for ratification</u>	<u>Article premier: Approbation pour ratification</u>
<p>Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'urwego rushinzwe ibikorwa bya gahunda y'icyitegererezero mu guhangana n'ihindagurika ry'ikirere iterwa inkunga n'Ikigega cyita ku mihindagurikire y'ikirere, yerekerye n'inguzanyo ingana na miliyoni ebyiri n'ibihumbi magana atatu na mirongo inani z'Amadolari y'Abanyamerika (2.380.000 USD) agenewe umushinga wa kabiri w'iterambere ry'imijyi, yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ugushyingo 2020, ari ku mugureka, yemerewe kwemezwa burundi.</p> <p><u>Iningo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko</u></p> <p>Iri tegeko ryateguve mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><u>Iningo ya 3: Igihe iri tegeko ritangira gukurikizwa</u></p> <p>Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>The Loan Agreement, between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an implementing entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund, relating to the loan of two million three hundred eighty thousand American Dollars (USD 2,380,000) for the second urban development project, signed at Kigali Rwanda, on 12 November 2020, in annex, is approved for ratification.</p> <p><u>Article 2: Drafting, consideration and adoption of this Law</u></p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3: Commencement</u></p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>L'Accord de prêt entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'entité d'exécution du programme pilote pour la résilience climatique dans le cadre du fonds stratégique pour le climat, relatif au prêt de deux millions trois cent quatre-vingt mille Dollars Américains (2.380.000 USD) pour le second projet de développement urbain, signé à Kigali, au Rwanda le 12 novembre 2020, en annexe, est approuvé pour ratification.</p> <p><u>Article 2: Initiation, examen et adoption de la présente loi</u></p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 3: Entrée en vigueur</u></p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>

Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W' ITEGEKO N° 003/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBLIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBRE NK'URWEGO RUSHINZWE IBIKORWA BYA GAHUNDA Y'ICYITEGEREREZO MU GUHANGANA N'IHINDAGURIKA RY'IKIRERE ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ATATU NA MIRONGO INANI Z'AMADOLARI Y'ABANYAMERIKA (2.380.000 USD) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBRE RY'IMIJIYI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 12 UGUSHYINGO 2020</p>	<p>ANNEX TO LAW N° 003/2021 OF 04/02/2021 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING ENTITY OF THE PILOT PROGRAM FOR CLIMATE RESILIENCE UNDER THE STRATEGIC CLIMATE FUND, RELATING TO THE LOAN OF TWO MILLION THREE HUNDRED EIGHTY THOUSAND AMERICAN DOLLARS (USD 2,380,000) FOR THE SECOND URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA ON 12 NOVEMBER 2020</p>	<p>ANNEXE À LOI N° 003/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÉT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN TANT QU'ENTITÉ D'EXECUTION DU PROGRAMME PILOTE POUR LA RESILIENCE CLIMATIQUE DANS LE CADRE DU FONDS STRATEGIQUE POUR LE CLIMAT, RELATIF AU PRÉT DE DEUX MILLIONS TROIS CENT QUATRE VINGT MILLE DOLLARS AMÉRICAINS (2.380.000 USD) POUR LE SECOND PROJET DE DEVELOPPEMENT URBAIN, SIGNÉ À KIGALI, AU RWANDA LE 12 NOVEMBRE 2020</p>
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SCF-PPCR LOAN NUMBER TF0B3896

Strategic Climate Fund - Pilot Program for Climate Resilience Loan Agreement

(Second Rwanda Urban Development Project)

between

REPUBLIC OF RWANDA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

**acting as an implementing entity of the Pilot Program for Climate Resilience under the
Strategic Climate Fund**

SCF-PPCR LOAN NUMBER TF0B3896

**STRATEGIC CLIMATE FUND - PILOT PROGRAM FOR CLIMATE
RESILIENCE LOAN AGREEMENT**

AGREEMENT dated as of the Signature Date entered into between:

The REPUBLIC OF RWANDA (the “Borrower”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting not in its individual capacity but solely in its capacity as an implementing entity of the Pilot Program for Climate Resilience (“PPCR”) under the Strategic Climate Fund (“SCF”).

The Borrower 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.

**Article II
Loan**

- 2.01. The World Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of two million three hundred eighty thousand United States Dollars (\$ 2,380,000) (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Loan is funded out of the resources made available to the World Bank as an implementing entity of the SCF. In accordance with Section 3.02 of the Standard Conditions (as defined in the Appendix to this Agreement), the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it from the SCF trust fund, and the Borrower’s right to withdraw the Loan proceeds is subject to the availability of such funds.
- 2.04. The Service Charge payable by the Borrower on the Withdrawn Loan Balance shall be equal to one-tenths of one percent (1/10 of 1%) per annum.
- 2.05. The Payment Dates are June 1 and December 1 in each year.

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

**Article III
The Project**

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall cause out Parts 1(b) and 3(b)(iv) of the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article II of the Standard Conditions and the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the World Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article IV
Additional Remedies**

- 4.01. The Additional Event of Suspension consists of the following, that Law N°63/2013 of 27/08/2013 determining the mission, organization and functioning of Rwanda Environment Management Authority (REMA) pursuant to which the Project Implementing Entity has been established and is operating has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, that the event specified in Section 4.01 of this Agreement occurs.

**Article V
Effectiveness; Termination**

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the REMA Subsidiary Agreement as referred to in Section I.B of Schedule 2 to this Agreement, has been executed between the Borrower and the Project Implementing Entity in form and substance satisfactory to the World Bank;
 - (b) the Borrower has prepared and adopted a Project Implementation Manual (“PIM”), as referred to in Section I.D of Schedule 2 to this Agreement, in form and substance satisfactory to the World Bank; and

- (c) the execution and delivery of the Project Agreement on behalf of the Project Implementing Entity has been duly authorized or ratified by all necessary and corporate action.
- 5.02. The Additional Legal Matters consist of the following:
- (a) the REMA Subsidiary Agreement has been duly authorized or ratified by the Borrower and the Project Implementing Entity and is legally binding upon the Borrower and the Project Implementing Entity in accordance with its terms; and
 - (b) the Project Agreement has been duly authorized or ratified by, and executed and delivered on behalf of the Project Implementing Entity and is legally binding upon it in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

Article VI Borrower's Representative; Addresses

- 6.01. The Borrower's Representative referred to in Section 10.02 of the Standard Conditions is the Borrower's minister responsible for finance.
- 6.02. The Borrower's Address referred to in Section 10.01 of the Standard Conditions is:

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

Telephone: +250 25 257 7581 Fax: +250 25 257 5756 E-mail: mfin@minecofin.gov.rw

- 6.03. The World Bank's Address referred to in Section 10.01 of the Standard Conditions is:

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

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

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Uzziel Ndagijimana

Authorized Representative

Name: Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 12-Nov-2020

Date: _____

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
acting as an implementing entity of the
Pilot Program for Climate Resilience under the
Strategic Climate Fund**

By

Rolande Pryce

Authorized Representative

Name: Rolande Pryce

Title: Country Manager

Date: 06-Nov-2020

Date: _____

SCHEDULE 1

Project Description

The objective of the Project is to improve access to basic services, enhance resilience and strengthen integrated urban planning and management in the City of Kigali and the six secondary cities of Rwanda.

The Project consists of the following parts:

Part 1: Support to the City of Kigali (CoK).

(a) Integrated urban planning for resilient, inclusive infrastructure delivery, through financing and support for:

- (i) urban upgrading through an integrated package of investments, including detailed designs, construction supervision and preparation of environmental and social instruments, in select unplanned settlements (including Nyarugenge, Kicukiro and Gasabo districts). The urban upgrading will comprise a comprehensive menu of infrastructure investments including, access streets, street lighting, stormwater drainage, green infrastructure, solid waste collection points, onsite sanitation, water supply, community facilities, local market improvements, multi-purpose facilities and public spaces;
- (ii) flood risk reduction infrastructure in flood-prone areas located near the upgrading including the rehabilitation of culverts, bridges, channels, and drains, as well as implementation of suitable nature-based solutions (NBS) sites;
- (iii) technical assistance for development and preparation of a stormwater management master plan (SWMMP) for the CoK and for water level monitoring;
- (iv) installation of rainfall sensors and hydrological stations with water level and discharge monitoring in the urban area and wetlands of Kigali and its immediate surroundings;
- (v) technical assistance for implementation of the Kigali Master Plan 2050 including, support for the development of detailed area plans for select unplanned settlements and a feasibility study to assess the feasibility of implementing sites and services; and
- (vi) institutional capacity development of CoK to strengthen its economic and spatial planning for resilient infrastructure and

service provision in view of optimal allocation of spaces and resources, including through, support for urban management specialists, consultants to assist in training and mentoring, to develop systems and procedures, and to undertake other activities aimed at strengthening urban management functions, Trainings, and financing for equipment and tools needed to undertake urban management and urban development activities.

- (b) **Evidence-based, sustainable wetland management, flood risk management and greenhouse gas monitoring, through financing and support for:**
- (i) design, implementation and monitoring of NBS to reduce flood risks, enhance biodiversity, and strengthen resilience of the CoK through rehabilitation of wetlands impacted by historical land-uses, such as industrial use and urbanization (such wetlands to include Gikondo, Kibumba, Rugenge, Rwintare and Nyabugogo wetlands). Wetland rehabilitation will also include support for basic infrastructure for hospitality, tourism and recreation;
 - (ii) technical assistance to, (A) explore opportunities for partnerships with the private sector to invest in the rehabilitation of the wetlands and their buffer zones, including design and piloting of innovative financing and impact-driven financing instruments to support the implementation of urban planning solutions that center biodiversity, ecosystem services, and climate adaptation and mitigation, and (B) support the CoK to develop a framework for Greenhouse Gas (GHG) accounting;
 - (iii) development of a detailed city-wide digital terrain model (DTM) using an aerial Light Detection and Ranging (LiDAR) and photogrammetric survey; and
 - (iv) advocacy, knowledge exchange and partnerships on sustainable urbanization.

Part 2: Support to Secondary Cities

- (a) **Infrastructure and service delivery in secondary cities, through financing and support for:**
- (i) infrastructure development including roads, drainage, pedestrian walkways and streetlighting in the Target Secondary Cities (TSCs);

- (ii) comprehensive upgrading in unplanned settlements prioritized by the TSCs including provision of offsite infrastructure such as drainage and roads; and
 - (iii) technical assistance for feasibility studies, planning, design and supervision for infrastructure development and upgrading in unplanned settlements.
- (b) Institutional and capacity development of secondary cities, through financing and support for the establishment and functioning of City Management Offices (CMOs) through:**
- (i) development of a roadmap for CMO development outlining the key urban functions to be carried out by CMOs;
 - (ii) preparation of medium-term (five-year) and annual Institutional and Capacity Development (ICD) plans for urban management; and
 - (iii) implementation of the Master Plans for the respective Target Secondary City (TSC) focused on the development of detailed area plans for selected unplanned settlements in each TSC.

Part 3: Institutional Capacity Development and Project Management

- (a) Institutional capacity development at national level, through financing and support for technical assistance for:**
- (i) development of a national urbanization strategy, through support for, (A) review of the National Urbanization Policy (NUP) and development of its implementation strategy and action plan, and (B) establishment of an urbanization monitoring information system (UMIS);
 - (ii) development of a comprehensive housing strategy to strengthen the National Housing Policy and build on and expand investments in urban upgrading and sites and services;
 - (iii) development a strategy for implementing sites and services schemes in Rwanda including, estimating the capacity and appetite for land value capture in plot servicing; and
 - (iv) implementation of a national solid waste management strategy through the development of feasibility studies on disposal facilities in the TSCs and the dissemination of knowledge generated from city to city in the Republic of Rwanda.

- (b) **Project management**, through financing and support to, (i) MININFRA PCU, (ii) LODA-SPIU, (iii) the Target Secondary Cities PIUs, (iv) REMA-SPIU, and (v) CoK-KUUT, for financial management and procurement, environmental and social risks management, implementation supervision, contract management, monitoring and evaluation, communication and citizen engagement and staffing within the respective project coordinating unit, project implementing units and urban upgrading team.

Part 4: Contingency Emergency Response:

Providing immediate response to an Eligible Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements.

1. The Borrower shall designate and charge the MININFRA with overall responsibility for Project coordination and implementation.

2. MININFRA Project Coordinating Unit

(a) The Borrower shall maintain throughout Project implementation the Project Coordinating Unit (PCU) in MININFRA with resources and composed of key staff, with qualifications, experience and under terms of reference acceptable to the World Bank, including: (i) a Project coordinator (who shall report to and act under the direction of the Urbanization, Human Settlement and Housing Development Director General); (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) Procurement specialist; (v) an environmental and social risks management specialist; and (vi) such other specialists performing such functions as may be further detailed in the Project Implementation Manual (PIM).

(b) The PCU shall be responsible for: (i) overall day-to-day coordination and management, including direct support to the implementing agencies, (ii) project management and implementation of activities under Part 3(a) and 3(b)(i); (iii) overall project monitoring and evaluation; (iv) progress reporting on a quarterly basis; (v) the PCU environmental and social risks management specialist shall be responsible for coordinating reporting on environmental and social issues from the various implementing entities under the Project; (vi) coordination among the environmental and social specialists coordinating the preparations of the relevant environmental and social instruments with the procurement teams preparing the tender documents; (vii) preparation of a comprehensive monitoring and evaluation report which includes updates of national level activities across all implementation entities/agencies; and (viii) such other functions as may be detailed in the PIM.

3. National Steering Committee

(a) The Borrower shall within thirty (30) days after the Effective Date establish and maintain throughout Project implementation the National Steering Committee (“NSC”).

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- (b) The NSC shall be comprised of the Minister of State in charge of National Treasury in MINECOFIN, Permanent Secretaries of MININFRA, MINALOC, MoE and MINEMA, the Director Generals of RWB, LODA, REMA, the City Manager of CoK, or and including such other persons as may be agreed between the Borrower and the World Bank and further detailed in the PIM.
- (c) The NSC shall be responsible for: (i) providing overall strategic guidance and oversight to the Project, including policy and strategic issues related to urbanization; (ii) reviewing and approving annual work plans; (iii) provide high-level project oversight and policy coordination, including addressing any inter-governmental issues that may need to be resolved at government level; and (iv) such other functions as may be further detailed in the PIM.
- (d) The NSC shall meet at least semi-annually or more often as warranted to ensure timely implementation of the Project.

4. **Project Technical Committee**

- (a) The Borrower shall within thirty (30) days after the Effective Date establish and maintain throughout Project implementation a Project Technical Committee (“PTC”). The Borrower shall take all measures required on its behalf to ensure proper functioning of the PTC during implementation of the Project. The PTC shall be comprised of the project coordinators at the MININFRA PCU, LODA-SPIU, CoK-KUUT and the REMA-SPIU, Project focal persons in RWB, MINEMA, RTDA, RHA, RRA, WASAC and Meteo Rwanda, and such other persons as may be agreed between the Borrower and the World Bank and detailed in the PIM.
- (b) The PTC shall report to the NSC, and shall be responsible for: (i) providing, through the implementing entities under the Project, technical advisory support to Project contractors and consultants; (ii) reviewing implementation progress; (iii) preparation of a monitoring and evaluation capacity building plan; and (iv) such other functions as may be further detailed in the PIM.
- (c) The Borrower shall and shall cause to be designated Project focal persons at RWB, MINEMA, RTDA, RHA, RRA, WASAC and Meteo Rwanda who shall provide technical and advisory support to facilitate implementation of the Project.
- (d) The PTC shall meet at least once every calendar quarter or more often as warranted to ensure timely implementation of the Project.

5. REMA Single Project Implementation Unit

- (a) The Borrower shall cause REMA to maintain, throughout Project implementation, the REMA Single Project Implementation Unit (REMA-SPIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the World Bank, including: (i) a Project coordinator; (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) procurement specialist; (v) hydrology engineer; (vi) ecology specialist; (vii) an environmental and social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the World Bank and detailed in the PIM.
- (b) The REMA-SPIU shall be responsible *inter alia* for implementation part 1(b) and 3(b)(iv) of the Project, including: (i) wetland management, rehabilitation and health monitoring; (ii) technical assistance for a high-resolution DTM; and (iii) promoting advocacy, knowledge exchange and partnerships, in close coordination with CoK and with technical advisory support from RWB and technical and procurement support from the Rwanda Land Management and Use Authority (RLMUA).

6. LODA Single Project Implementation Unit

- (a) The Borrower shall cause LODA to maintain, throughout Project implementation, the LODA Single Project Implementation Unit (LODA-SPIU), with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the World Bank, including: (i) Project coordinator; (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) procurement specialist, (v) environmental risks management specialist; (vi) social risks management specialist; (vii) civil engineer; and (viii) such other technical and fiduciary specialists, personnel or consultants including one field-support civil engineer, as may be agreed with the World Bank and detailed in the PIM.
- (b) The LODA-SPIU shall be responsible *inter alia* for: (i) implementation of part 2(b) and 3(b)(ii) of the Project; (ii) oversight of district governance and local economic development (LED) activities; and (iii) such other functions as may be detailed in the PIM.

7. CoK Kigali Urban Upgrading Team

- (a) The Borrower shall cause the CoK to maintain, throughout Project implementation, the CoK Kigali Urban Upgrading Team (CoK-KUUT) with adequate resources and facilitation and composed of key staff, with

qualifications, experience and under terms of reference acceptable to the World Bank, including: (i) a Project Coordinator; (ii) monitoring and evaluation specialist; (iii) procurement specialist; (iv) financial management specialist; (v) civil engineer (with expertise in stormwater management); (vi) an environmental risks management specialist; (vii) a social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the World Bank and detailed in the PIM.

- (b) The CoK-KUUT shall be responsible *inter alia* for: (i) implementation of part 1(a) and 3(b)(v) of the Project; (ii) environmental and social management and supervision; (iii) monitoring and evaluation; (iv) facilitation and follow-up on all institutional and capacity building activities at CoK; and (v) such other functions as may be specified in the PIM.

8. **Target Secondary Cities Project Implementation Units**

- (a) The Borrower shall cause each Target Secondary City to within thirty (30) days after the Effective Date establish and maintain, throughout Project implementation, a TSC Project Implementation Unit (TSC-PIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the World Bank, including for each TSC-PIU: (i) a project focal person(who will also carry-out the monitoring and evaluation function); and (ii) an environmental and social risks management specialist.
- (b) The TSC-PIUs shall be responsible *inter alia* for: (i) implementation of part 2(a) and 3(b)(iii) of the Project; (ii) liaising with relevant offices of the city to ensure implementation is in accordance with the Project's Environmental and Social instruments and fiduciary guidelines; (iii) monitoring and evaluation reporting including preparation of quarterly monitoring and evaluation reports for submission to the LODA-SPIU; (iv) disseminating information about the Project (including contract awards, physical and financial progress of works contracts), (v) contributing to capacity building activities; (vi) monitor and supervise the implementation of environmental and social management plans; (vii) facilitation and follow-up on all institutional and capacity building activities; and (viii) such other functions as may be specified in the PIM.

9. Memoranda of Understanding

(a) CoK – RWB MoU

- (i) In order to facilitate the implementation of part 1(a) of the Project, the Borrower shall cause the CoK and RWB within thirty (30) days after the Effective Date to execute a Memorandum of Understanding for the provision by RWB of technical support to the CoK for implementation of flood risk and wetland management under part 1(a) of the Project (the “CoK-RWB MoU”).
- (ii) The CoK-RWB MoU shall *inter alia* provide for: (A) the provision by RWB of technical advisory support to CoK in undertaking the flood risk reduction infrastructure, installation of rainfall, water level and discharge monitoring equipment, preparation of the stormwater management master plan; (B) the roles and responsibilities of each party to the MoU; (C) payments to be made by CoK to RWB; and (D) guidelines on procurement, financial management and monitoring.

(b) REMA – RLMUA MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, the Borrower shall cause REMA and RLMUA within thirty (30) days after the Effective Date to execute a Memorandum of Understanding for the execution of the LiDAR survey under part 1(b) of the Project (the “REMA-RLMUA MoU”).
- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RLMUA.

(c) REMA – RWB MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, the Borrower shall cause REMA and RWB within thirty (30) days after the Effective Date to execute a Memorandum of Understanding for the provision by RWB of technical and advisory support to REMA on wetland restoration and rehabilitation and health monitoring under part 1(b) of the Project (the “REMA-RWB MoU”).

- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RWB.

10. Community Upgrading Committees

- (a) The Borrower shall cause each TSC and the CoK, prior to commencement of infrastructure upgrading in each settlement, to establish and maintain throughout Project implementation, Community Upgrading Committees (“CUCs”) composed of key personnel under terms of reference acceptable to the World Bank, including for each CUC: (i) a chairperson; (ii) vice chairperson; (iii) secretary; (iv) women’s representative; and (v) a youth representative.
- (b) The CUCs shall work with city officials at critical review and decision-making points along the planning and implementation process, namely: (i) baseline survey and initial data collection; (ii) feasibility studies for infrastructure investments in the settlement and prioritization; (iii) preparation of preliminary and final community upgrading plans; (iv) preliminary and detailed design for infrastructure investments; (v) monthly site meetings with the construction supervision consultants and contractors; (vi) review and validation of consultants’ reports and deliverables; and (vii) and shall perform such other roles as may be detailed in the PIM.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project Implementing Entity’s respective part of the Project, the Borrower shall make the proceeds of the Loan allocated from time to time to category 1 of the table set forth in Section IV.A.2 of this Schedule available to the Project Implementing Entity under a subsidiary agreement between the Borrower and the Project Implementing Entity, under terms and conditions approved by the World Bank (“REMA Subsidiary Agreement”), which shall include:
- (a) the provision of the Financing to REMA on a grant basis;
- (b) the obligation of REMA to: (i) monitor and evaluate the progress of its respective part of the Project and prepare and submit to the Borrower prompt progress reports; (ii) exchange views with the Borrower, and the World Bank with regard to the progress of its respective part of the Project, and the performance of its obligations under the subsidiary agreement; and (iii) provide the Borrower promptly all such information as the Borrower or the World Bank may reasonably request for purposes of incorporating

- such information in the report referred to in Section 5.08 (c) of the General Conditions;
- (c) the obligation of REMA to carry out its obligations under the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social, labor, health and safety and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required including operation and maintenance costs;
 - (d) the obligation of REMA to promptly notify and inform the Borrower and the World Bank of any condition which interferes or threatens to interfere with the progress of its obligations under the Project and the subsidiary agreement, including but not limited to any Project-related accidents and incidents, such as, for example, fatalities, or allegations of gender-based violence associated with the Project;
 - (e) the obligation of REMA to carry out its obligations under the Project and the subsidiary agreement in accordance with the PIM, the environmental and social instruments, the Procurement Regulations and the Anti-Corruption Guidelines;
 - (f) the obligation of REMA to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to its respective part of the Project; and (ii) at the World Bank's or the Borrower's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Borrower and the World Bank; and
 - (g) the right of the Borrower to take remedial actions against REMA, in case REMA shall have failed to comply with any of its obligations under the subsidiary agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the subsidiary financing availed to REMA pursuant to the subsidiary agreement.
2. The Borrower shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Borrower and the World Bank and to accomplish the purposes of the Loan. Except as the World Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Anti-Corruption

The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Project Implementation Manual (“PIM”)

1. The Borrower shall and shall ensure that the Project is carried out in accordance with the requirements set forth in the Project Implementation Manual (“PIM”). The PIM shall set out detailed guidelines, methods and procedures for the implementation of the Project, including: (a) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration among various Project stakeholders; (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures; (e) internal control procedures; (f) reporting requirements; (g) communication arrangements and procedures; (h) external audit; (i) anti-corruption and fraud mitigation measures; (j) environmental and social risks management, including a detailed description of the grievance redress process as well as any process for recording and reporting Project-related accidents and incidents; (k) monitoring and evaluation arrangements, including procedures and reporting formats; (l) a CERC annex; and (m) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Borrower shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended, any provision of the PIM, without the prior written agreement of the World Bank.
3. Notwithstanding the foregoing, if any provision of the PIM is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

E. Counterpart Funds

1. The Borrower shall allocate and avail an amount equivalent to fifteen million Dollar (\$15,000,000) for the financing of any required resettlement, land acquisition, compensation and relocation under the Project (the “Counterpart Funds”).
2. The Borrower shall disburse the Counterpart Funds in accordance with the provisions of the Annual Work Plan and Budget.

F. Annual Work Plan and Budget

1. The Borrower shall:

- (a) prepare and furnish to the World Bank not later than March 31 in each year (or such other date as the World Bank may agree to) beginning in the Fiscal Year 2022 a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing including the World Bank's and the Borrower's respective shares of the costs in the financing plan;
 - (b) taking into account the World Bank's comments, finalize the plan and furnish it to the World Bank for its approval not later than May 31 in each year (or such other date as the World Bank may agree) beginning in the Fiscal Year 2022; and
 - (c) adopt the plan as shall have been approved by the World Bank (Annual Work Plan and Budget or AWPB).
2. The Borrower shall ensure that the Project is implemented with due diligence and in accordance with the AWPB.
 3. The Borrower shall disburse, promptly as required, the Counterpart Funds as specified in the AWPB and in this Agreement.
 4. The Borrower shall not make or allow to be made any change to the AWPB without prior agreement in writing by the World Bank.
 5. In the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

G. Environmental and Social Standards

1. The Borrower shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the World Bank.
2. Without limitation upon paragraph 1 above, the Borrower shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the World Bank. To this end, the Borrower shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;

- (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the World Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
 4. The Borrower shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the World Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the World Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the World Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the World Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
 5. The Borrower shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the World Bank.
 6. The Borrower shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address

environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.
2. The Borrower shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Borrower shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. Without limitation on the provisions of Part A of this Section, the Borrower shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report, in form and substance satisfactory to the World Bank.
3. The Borrower shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

All goods, works, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in the Procurement Regulations and the provisions of the Procurement Plan.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article III of the Standard Conditions, this Section and such additional instructions as the World Bank may specify by notice to the Borrower (including the “Disbursement Guidelines for Investment Project Financing” dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan (“Category”), the allocations of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training Costs and Operating Costs under Part 1(b) and 3(b)(iv) of the Project	2,380,000	15%
TOTAL AMOUNT	2,380,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is December 31, 2025.

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SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Loan repayable (expressed as a percentage)
On each June 1 and December 1	
commencing December 1, 2030 to and including June 1, 2040	1%
commencing December 1, 2040 to and including June 1, 2060	2%

APPENDIX

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. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “City Management Office” or “CMO” means the structure in the organizational setup of secondary cities charged with management of the urban planning and development operations in the secondary city.
4. “CoK” means the City of Kigali means the decentralised administrative entity of the city of Kigali established under Law N°87/2013 of 11/09/2013 determining the organisation and functioning of Decentralized Administrative Entities.
5. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated September 24, 2020 as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
6. “Environmental and Social Standards” or “ESSs” means, collectively:
(i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and

Information Disclosure"; effective on October 1, 2018, as published by the World Bank.

7. "Kigali Master Plan 2050" means the tool envisaged to enable the city of Kigali to realize its vision 2050 which is to become "a center of urban of excellence in Africa".
8. "LODA" means the Local Administrative Entities Development Agency established pursuant to Article 1 of Law N°62/2013 of 27/08/2013 establishing the Local Administrative Entities Development Agency (LODA) and determining its mission, organisation and functioning, or its successor thereto acceptable to the World Bank.
9. "Master Plans" means in regard to each Target Secondary City, the framework for structure plans that show the land use for economic and social development of the secondary city.
10. "Meteo Rwanda" means the Rwanda Meteorology Agency established pursuant to Law N°54bis/2011 of 14/12/2011 establishing Rwanda Meteorology Agency (Meteo Rwanda) and determining its mission, organisation and functioning, or its successor thereto as acceptable to the World Bank.
11. "MINEMA" or "Ministry of Emergency Management" means the Recipient's ministry responsible for management of disasters and emergencies.
12. "MININFRA" or "Ministry of Infrastructure" means the Borrower's ministry responsible for infrastructure.
13. "National Housing Policy" means the Borrower's housing policy adopted in March 2015, aimed enabling universal access adequate housing in sustainably planned and developed areas reserved for habitation in Rwanda.
14. "National Strategy for Transformation" or "NST1" means the Borrower's seven-year program, 2017 – 2024 for sustained growth and transformation.
15. "National Urbanization Policy" or "NUP" means the Borrower's policy on urbanization of December 2015 that ensures urban physical development is carried out in a well-coordinated manner to create a functional network of development poles and livable, inclusive green urban environment objectively to transform the country's economy and improve the socio-economic conditions for all.
16. "Operating Costs" means the reasonable incremental operating expenses, approved by the World Bank, incurred by the Borrower on account of Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment, office supplies, hire of

Project staff, bank charges and travel and supervision costs but excluding salaries to public/civil servants of the Borrower.

17. “Pilot Program for Climate Resilience” or “PPCR” means the program established under the Strategic Climate Fund in accordance with the Governance Framework for the Strategic Climate Fund for the purposes set forth in the PPCR Design Document.
18. “PPCR Design Document” is the design for the Pilot Program for Climate Resilience, approved by the Strategic Climate Fund Trust Fund Committee and issued on November 18, 2008, and as said design may be amended from time to time in accordance with its terms.
19. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated September 16, 2020 and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.
20. “Procurement Regulations” means the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
21. “Project Implementation Manual” or “PIM” means the implementation manual for the Project referred to under Section I.D of Schedule 2 to this Agreement.
22. “Project Implementing Entity’s Legislation” means Law N°63/2013 of 27/08/2013 determining the mission, organization and functioning of Rwanda Environment Management Authority (REMA).
23. “Project Implementing Entity” means REMA.
24. “REMA Subsidiary Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Borrower shall make the proceeds of the Loan available to the Project Implementing Entity.
25. “REMA” means the Rwanda Environment Management Authority established under Article 1 of Law N°63/2013 of 27/08/2013 determining the mission, organization and functioning of Rwanda Environment Management Authority (REMA), or its successor thereto acceptable to the World Bank.
26. “RHA” means the Rwanda Housing Authority established pursuant to Law N°40/2010 of 25/11/2010 establishing the Rwanda Housing Authority (RHA) and

- determining its responsibilities, organisation and functioning, or its successor thereto as acceptable to the World Bank.
27. “RLMUA” means the Rwanda Land Management and Use Authority established pursuant to Law N°05/2017 of 03/02/2017 establishing Rwanda Land Management and Use Authority and determining its mission, organisation and functioning, or its successor thereto as acceptable to the World Bank.
 28. “RTDA” means the Rwanda Transport Development Authority established pursuant to Law N°02/2010 of 20/01/2010 establishing Rwanda Transport Development Agency (RTDA) and determining its mission, structure and functioning as modified and complemented by Law N°29/2014 of 14/08/2014, or its successor thereto as acceptable to the World Bank.
 29. “RWB” means the Rwanda Water Resources Board established pursuant to Law N° 71/2019 determining its mission and responsibilities with goal to ensure sufficient water resources for long-term economic growth and to reduce the impact of flooding and landslide risks.
 30. “Signature Date” means the later of the two dates on which the Borrower and the World Bank signed this Agreement.
 31. “Standard Conditions” means the Standard Conditions for Loans Made by the World Bank Out of the Climate Investment Funds, dated February 18, 2014.
 32. “Target Secondary Cities” or “TSCs” means the secondary cities of Huye, Muhanga, Musanze, Nyagatare, Rubavu and Rusizi in the Borrower’s territory or such other cities as may be agreed between the World Bank and the Borrower, and “Target Secondary City” or “TSC” means each such individual secondary city.
 33. “Training Costs” means the reasonable cost of training under the Project, as approved by the World Bank, 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.
 34. “Vision 2050” means the long-term national development vision established by the government of Rwanda to drive the country’s desired socio-economic growth towards achieving a high-income country status by 2050.
 35. “WASAC” means the Water and Sanitation Corporation setup to manage the water and sanitation services in Rwanda pursuant to Prime Minister’s Order N°87/03 of 16/08/2014 determining modalities of transfer of responsibilities and property of

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Energy, Water And Sanitation Authority (EWSA), to *inter alia*, WASAC, or its successor thereto as acceptable to the World Bank.

<p>Bibonye kugira ngo bishyirwe ku mugereka w'Itegeko N° 003/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Urwego rushinzwe ibikorwa bya gahunda y'icyitegererezo mu guhangana n'ihindagurika ry'ikirere iterwa inkunga n'Ikigega cyita ku mihindagurikire y'Ikirere, yerekanye n'inguzanyo ingana na miliyon iubyiri n'ibihumbi magana atatu na mirongo inani z'Amadolari y'Abanyamerika (2.380.000 USD) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi, yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ugushyingo 2020</p>	<p>Seen to be annexed to Law N° 003/2021 of 04/02/2021 approving the ratification of the Loan Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an implementing entity of the pilot program for climate resilience under the Strategic Climate Fund, relating to the Loan of two million three hundred eighty thousand American Dollars (USD 2,380,000) for the Second Urban Development Project, signed at Kigali, Rwanda on 12 November 2020</p>	<p>Vu pour être annexé à Loi N° 003/2021 du 04/02/2021 approuvant la ratification de l'Accord de pret entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Developpement agissant en tant qu'entite d'execusion du programme pilote pour la resilience climatique dans le cadre du Fonds Strategique pour le Climat, relatif au pret de deux millions trois cent quatre vingt mille Dollars Americains (2.380.000 USD) pour le Second Projet de Developpement Urbain, signé à Kigali, au Rwanda le 12 Novembre 2020</p>
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Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEGEKO N° 004/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBLIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUSHINZWE IBIKORWA BY'IKIGEGA KIGAMIJE KURENGERA IBIDUKIKIJE KU ISI, YEREKERANYE N'IMPANO INGANA NA MILIYONI UMUNANI N'IBIHUMBI MIRONGO IRINDWI NA BIBIRI NA MAGANA ABIRI NA CUMI N'ATANU Z'AMADOLARI Y'ABANYAMERIKA (8.072.215 USD) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJIYI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 12 UGUSHYINGO 2020</p>	<p>LAW N° 004/2021 OF 04/02/2021 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING AGENCY OF THE GLOBAL ENVIRONMENT FACILITY, RELATING TO THE GRANT OF EIGHT MILLION SEVENTY-TWO THOUSAND TWO HUNDRED FIFTEEN AMERICAN DOLLARS (USD 8,072,215) FOR THE SECOND URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA ON 12 NOVEMBER 2020</p>	<p>LOI N° 004/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN TANT QU'AGENCE D'EXÉCUTION DU FONDS POUR L'ENVIRONNEMENT MONDIAL, RELATIF AU DON DE HUIT MILLIONS SOIXANTE-DOUZE MILLE DEUX CENT QUINZE DOLLARS AMÉRICAINS (8.072.215 USD) POUR LE SECOND PROJET DE DEVELOPPEMENT URBAIN, SIGNÉ À KIGALI, AU RWANDA LE 12 NOVEMBRE 2020</p>
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<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 004/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBLIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUSHINZWE IBIKORWA BY'IKIGEGA KIGAMIJE KURENGERA IBIDUKIKIJE KU ISI, YEREKERANYE N'IMPANO INGANA NA MILIYONI UMUNANI N'IBIHUMBI MIRONGO IRINDWI NA BIBIRI NA MAGANA ABIRI NA CUMI N'ATANU Z'AMADOLARI Y'ABANYAMERIKA (8.072.215 USD) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJIYI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 12 UGUSHYINGO 2020</p>	<p>LAW N° 004/2021 OF 04/02/2021 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING AGENCY OF THE GLOBAL ENVIRONMENT FACILITY, RELATING TO THE GRANT OF EIGHT MILLION SEVENTY-TWO THOUSAND TWO HUNDRED FIFTEEN AMERICAN DOLLARS (USD 8,072,215) FOR THE SECOND URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA ON 12 NOVEMBER 2020</p>	<p>LOI N° 004/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN TANT QU'AGENCE D'EXÉCUTION DU FONDS POUR L'ENVIRONNEMENT MONDIAL, RELATIF AU DON DE HUIT MILLIONS SOIXANTE-DOUZE MILLE DEUX CENT QUINZE DOLLARS AMÉRICAINS (8.072.215 USD) POUR LE SECOND PROJET DE DEVELOPPEMENT URBAIN, SIGNÉ À KIGALI, AU RWANDA LE 12 NOVEMBRE 2020</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMILJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBLIKA Y'U RWANDA</p>	<p>We, KAGAME Paul, President of the Republic;</p> <p>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</p>	<p>Nous, KAGAME Paul, Président de la République;</p> <p>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</p>

INTEKO ISHINGA AMATEGEKO:	THE PARLIAMENT:	LE PARLEMENT:
<p>Umutwe w'Abadepite, mu nama yawo yo ku wa 16 Ukuboza 2020;</p> <p>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 122, iya 167, iya 168 n'iyia 176;</p> <p>Imaze gusuzuma Amasezerano y'impano hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'urwego rushinzwe ibikorwa by'Ikigega kigamije kurengera Ibidukikije ku Isi, yerekanye n'impano ingana na miliyoni umunani n'ibihumbi mirongo irindwi na bibiri na magana abiri na cumi n'atanu z'Amadolari y'Abanyamerika (8.072.215 USD) agenewe umushinga wa kabiri w'iterambere ry'imijyi, yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ugushyingo 2020;</p>	<p>The Chamber of Deputies, in its sitting of 16 December 2020;</p> <p>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, 122, 167, 168 and 176;</p> <p>After consideration of the Grant Agreement, between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility, relating to the grant of eight million seventy-two thousand two hundred fifteen American Dollars (USD 8,072,215) for the second urban development project, signed at Kigali, Rwanda, on 12 November 2020;</p>	<p>La Chambre des Députés, en sa séance du 16 décembre 2020;</p> <p>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, 122, 167, 168 et 176 ;</p> <p>Après examen de l'Accord de don entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'agence d'exécution du Fonds pour l'environnement mondial, relatif au don de huit millions soixante-douze mille deux cent quinze Dollars Américains (8.072.215 USD) pour le second projet de développement urbain, signé à Kigali, au Rwanda le 12 novembre 2020;</p>
YEMEJE:	ADOPTS:	ADOPTE:

<u>Ingingo ya mbere: Kwemera kwemeza burundi</u>	<u>Article one: Approval for ratification</u>	<u>Article premier: Approbation pour ratification</u>
<p>Amasezerano y'impano hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'urwego rushinzwe ibikorwa by'Ikigega kigamije kurengera Ibidukikije ku Isi, yerekanye n'impano ingana na miliyoni umunani n'ibihumbi mirongo irindwi na bibiri na magana abiri na cumi n'atanu z'Amadolari y'Abanyamerika (8.072.215 USD) agenewe umushinga wa kabiri w'iterambere ry'imijyi, yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ugushyingo 2020, ari ku mugereka, yemerewe kwemezwa burundi.</p>	<p>The Grant Agreement, between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility, relating to the grant of eight million seventy-two thousand two hundred fifteen American Dollars (USD 8,072,215) for the second urban development project, signed at Kigali, Rwanda, on 12 November 2020, in annex, is approved for ratification.</p>	<p>L'Accord de don entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'agence d'exécution du Fonds pour l'environnement mondial, relatif au don de huit millions soixante-douze mille deux cent quinze Dollars Américains (8.072.215 USD) pour le second projet de développement urbain, signé à Kigali, au Rwanda le 12 novembre 2020, en annexe, est approuvé pour ratification.</p>
<p><u>Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko</u></p> <p>Iri tegeko ryateguve mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p><u>Article 2: Drafting, consideration and adoption of this Law</u></p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p>	<p><u>Article 2: Initiation, examen et adoption de la présente loi</u></p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p>
<p><u>Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa</u></p> <p>Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>

Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEGEKO N° 004/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBLIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBÈRE NK'URWEGO RUSHINZWE IBIKORWA BY'IKIGEGA KIGAMIJE KURENGERA IBIDUKIKIJE KU ISI, YEREKERANYE N'IMPANO INGANA NA MILIYONI UMUNANI N'IBIHUMBI MIRONGO IRINDWI NA BIBIRI NA MAGANA ABIRI NA CUMI N'ATANU Z'AMADOLARI Y'ABANYAMERIKA (8.072.215 USD) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBÈRE RY'IMIJJYI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 12 UGUSHYINGO 2020</p>	<p>ANNEX TO LAW N° 004/2021 OF 04/02/2021 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING AGENCY OF THE GLOBAL ENVIRONMENT FACILITY, RELATING TO THE GRANT OF EIGHT MILLION SEVENTY-TWO THOUSAND TWO HUNDRED FIFTEEN AMERICAN DOLLARS (USD 8,072,215) FOR THE SECOND URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA ON 12 NOVEMBER 2020</p>	<p>ANNEXE À LOI N° 004/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN TANT QU'AGENCE D'EXÉCUTION DU FONDS POUR L'ENVIRONNEMENT MONDIAL, RELATIF AU DON DE HUIT MILLIONS SOIXANTE-DOUZE MILLE DEUX CENT QUINZE DOLLARS AMÉRICAINS (8.072.215 USD) POUR LE SECOND PROJET DE DEVELOPPEMENT URBAIN, SIGNÉ À KIGALI, AU RWANDA LE 12 NOVEMBRE 2020</p>
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GEF GRANT NUMBER TF0B3927

Global Environment Facility Grant Agreement

(Second Rwanda Urban Development Project)

between

REPUBLIC OF RWANDA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility**

GEF GRANT NUMBER TF0B3927

**GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between the Republic of Rwanda (“Recipient”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”), acting as an implementing agency of the Global Environment Facility (“GEF”).

The Recipient and the Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

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

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall cause Parts 1(b) and 3(b)(iv) of the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article II of the Standard Conditions, Schedule 2 to this Agreement and the Project Agreement.

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed eight million seventy-two thousand two hundred fifteen United States Dollars (\$8,072,215) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors

under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:
 - (a) the REMA Subsidiary Agreement as referred to in Section I.B of Schedule 2 to this Agreement, has been executed between Recipient and the Project Implementing Entity in form and substance satisfactory to the Bank;
 - (b) the Recipient has prepared and adopted a Project Implementation Manual ("PIM"), as referred to in Section I.C of Schedule 2 to this Agreement, in form and substance satisfactory to the Bank; and
 - (c) the execution and delivery of the Project Agreement on behalf of the Project Implementing Entity has been duly authorized or ratified by all necessary and corporate action.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01 (a) and (c), there shall be furnished to the Bank an opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the Bank of a competent official, showing the following matters:
 - (a) the Subsidiary Agreement referred to in Section I.B of Schedule 2 to this Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon each such party in accordance with its terms; and
 - (b) on behalf of the Project Implementing Entity, that the Project Agreement has been duly authorized or ratified by, and executed and delivered on behalf of the Project Implementing Entity and is legally binding upon it in accordance with its terms.
- 4.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

- 4.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article V
Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Recipient's minister responsible for finance.
- 6.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Telephone:	Fax:	E-mail:
+250 25 257 7581	+250 25 257 5756	mfin@minecofin.gov.rw

- 6.03. For purposes of Section 7.01 of the Standard Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423 (MCI) or 64145 (MCI)	1-202-477-6391	rwandainfo@worldbank.org

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Uzziel Ndagijimana

Authorized Representative

Name: _____
Uzziel Ndagijimana

Title: _____ Minister of Finance and Economic Planning

Date: _____
12-Nov-2020

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
(acting as an Implementing Agency of the
Global Environment Facility)**

By

Rolande Pryce

Authorized Representative

Name: _____
Rolande Pryce

Title: _____ Country Manager

Date: _____
06-Nov-2020

SCHEDULE 1 Project Description

The objective of the Project is to improve access to basic services, enhance resilience and strengthen integrated urban planning and management in the City of Kigali and the six secondary cities of Rwanda.

The Project consists of the following parts:

Part 1: Support to the City of Kigali (CoK).

- (a) **Integrated urban planning for resilient, inclusive infrastructure delivery, through financing and support for:**
- (i) urban upgrading through an integrated package of investments, including detailed designs, construction supervision and preparation of environmental and social instruments, in select unplanned settlements (including Nyarugenge, Kicukiro and Gasabo districts). The urban upgrading will comprise a comprehensive menu of infrastructure investments including, access streets, street lighting, stormwater drainage, green infrastructure, solid waste collection points, onsite sanitation, water supply, community facilities, local market improvements, multi-purpose facilities and public spaces;
 - (ii) flood risk reduction infrastructure in flood-prone areas located near the upgrading including the rehabilitation of culverts, bridges, channels, and drains, as well as implementation of suitable nature-based solutions (NBS) sites;
 - (iii) technical assistance for development and preparation of a stormwater management master plan (SWMMP) for the CoK and for water level monitoring;
 - (iv) installation of rainfall sensors and hydrological stations with water level and discharge monitoring in the urban area and wetlands of Kigali and its immediate surroundings;
 - (v) technical assistance for implementation of the Kigali Master Plan 2050 including, support for the development of detailed area plans for select unplanned settlements and a feasibility study to assess the feasibility of implementing sites and services; and
 - (vi) institutional capacity development of CoK to strengthen its economic and spatial planning for resilient infrastructure and service provision in view of optimal allocation of spaces and resources, including through, support for urban management specialists, consultants to assist in training and

mentoring, to develop systems and procedures, and to undertake other activities aimed at strengthening urban management functions, trainings, and financing for equipment and tools needed to undertake urban management and urban development activities.

(b) Evidence-based, sustainable wetland management, flood risk management and greenhouse gas monitoring, through financing and support for:

- (i) design, implementation and monitoring of NBS to reduce flood risks, enhance biodiversity, and strengthen resilience of the CoK through rehabilitation of wetlands impacted by historical land-uses, such as industrial use and urbanization (such wetlands to include Gikondo, Kibumba, Rugenge, Rwintare and Nyabugogo wetlands). Wetland rehabilitation will also include support for basic infrastructure for hospitality, tourism and recreation;
- (ii) technical assistance to: (A) explore opportunities for partnerships with the private sector to invest in the rehabilitation of the wetlands and their buffer zones, including the design and piloting of innovative financing and impact-driven financing instruments to support the implementation of urban planning solutions that center biodiversity, ecosystem services, and climate adaptation and mitigation; and (B) support the CoK to develop a framework for Greenhouse Gas (GHG) accounting;
- (iii) development of a detailed city-wide digital terrain model (DTM) using an aerial Light Detection and Ranging (LiDAR) and photogrammetric survey; and
- (iv) advocacy, knowledge exchange and partnerships on sustainable urbanization.

Part 2: Support to Secondary Cities

(a) Infrastructure and service delivery in secondary cities, through financing and support for:

- (i) infrastructure development including roads, drainage, pedestrian walkways and streetlighting in the Target Secondary Cities (TSCs);
- (ii) comprehensive upgrading in unplanned settlements prioritized by the TSCs including provision of offsite infrastructure such as drainage and roads; and
- (iii) technical assistance for feasibility studies, planning, design and supervision for infrastructure development and upgrading in unplanned settlements.

- (b) **Institutional and capacity development of secondary cities, through financing and support for the establishment and functioning of City Management Offices (CMOs) through:**
- (i) development of a roadmap for CMO development outlining the key urban functions to be carried out by CMOs;
 - (ii) preparation of medium-term (five-year) and annual Institutional and Capacity Development (ICD) plans for urban management; and
 - (iii) implementation of the Master Plans for the respective Target Secondary City (TSC) focused on the development of detailed area plans for selected unplanned settlements in each TSC.

Part 3: Institutional Capacity Development and Project Management

- (a) **Institutional capacity development at national level, through financing and support for technical assistance for:**
- (i) development of a national urbanization strategy, through support for: (A) review of the National Urbanization Policy (NUP) and development of its implementation strategy and action plan; and (B) establishment of an urbanization monitoring information system (UMIS);
 - (ii) development of a comprehensive housing strategy to strengthen the National Housing Policy and build on and expand investments in urban upgrading and sites and services;
 - (iii) development a strategy for implementing sites and services schemes in Rwanda including, estimating the capacity and appetite for land value capture in plot servicing; and
 - (iv) implementation of a national solid waste management strategy through the development of feasibility studies on disposal facilities in the TSCs and the dissemination of knowledge generated from city to city in the Republic of Rwanda.
- (b) **Project management, through financing and support to:** (i) MININFRA PCU; (ii) LODA-SPIU; (iii) the Target Secondary Cities PIUs; (iv) REMA-SPIU; and (v) CoK-KUUT, for financial management and procurement, environmental and social risks management, implementation supervision, contract management, monitoring and evaluation, communication and citizen engagement and staffing within the respective project coordinating unit, project implementing units and urban upgrading team.

Part 4: Contingency Emergency Response:

Providing immediate response to an Eligible Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall designate and charge the MININFRA with overall responsibility for Project coordination and implementation.

2. MININFRA Project Coordinating Unit

(a) The Recipient shall maintain throughout Project implementation the Project Coordinating Unit (PCU) in MININFRA with resources and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Bank, including: (i) a Project coordinator (who shall report to and act under the direction of the Urbanization, Human Settlement and Housing Development Director General); (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) Procurement specialist; (v) an environmental and social risks management specialist; and (vi) such other specialists performing such functions as may be further detailed in the Project Implementation Manual (PIM).

(b) The PCU shall be responsible for: (i) overall day-to-day coordination and management, including direct support to the implementing agencies; (ii) project management and implementation of activities under Part 3(a) and 3(b)(i); (iii) overall project monitoring and evaluation; (iv) progress reporting on a quarterly basis; (v) the PCU environmental and social risks management specialist shall be responsible for coordinating reporting on environmental and social issues from the various implementing entities under the Project; (vi) coordination among the environmental and social specialists coordinating the preparations of the relevant environmental and social instruments with the procurement teams preparing the tender documents; (vii) preparation of a comprehensive monitoring and evaluation report which includes updates of national level activities across all implementation entities/agencies; and (viii) such other functions as may be detailed in the PIM.

3. National Steering Committee

(a) The Recipient shall within thirty (30) days after the Effective Date establish and maintain throughout Project implementation the National Steering Committee (“NSC”).

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- (b) The NSC shall be comprised of the Minister of State in charge of National Treasury in MINECOFIN, Permanent Secretaries of MININFRA, MINALOC, MoE and MINEMA, Director Generals of RWB, LODA, and REMA, the City Manager of CoK, or and including such other persons as may be agreed between the Recipient and the Bank and further detailed in the PIM.
- (c) The NSC shall be responsible for: (i) providing overall strategic guidance and oversight to the Project, including policy and strategic issues related to urbanization; (ii) reviewing and approving annual work plans; (iii) provide high-level project oversight and policy coordination, including addressing any inter-governmental issues that may need to be resolved at government level; and (iv) such other functions as may be further detailed in the PIM.
- (d) The NSC shall meet at least semi-annually or more often as warranted to ensure timely implementation of the Project.

4. **Project Technical Committee**

- (a) The Recipient shall within thirty (30) days after the Effective Date establish and maintain throughout Project implementation a Project Technical Committee (“PTC”). The Recipient shall take all measures required on its behalf to ensure proper functioning of the PTC during implementation of the Project. The PTC shall be comprised of the project coordinators at the MININFRA PCU, LODA-SPIU, CoK-KUUT and the REMA-SPIU, Project focal persons in RWB, MINEMA, RTDA, RHA, RRA, WASAC and Meteo Rwanda, and such other persons as may be agreed between the Recipient and the Bank and detailed in the PIM.
- (b) The PTC shall report to the NSC, and shall be responsible for: (i) providing, through the implementing entities under the Project, technical advisory support to Project contractors and consultants; (ii) reviewing implementation progress; (iii) preparation of a monitoring and evaluation capacity building plan; and (iv) such other functions as may be further detailed in the PIM.
- (c) The Recipient shall and shall cause to be designated Project focal persons at RWB, MINEMA, RTDA, RHA, RRA, WASAC and Meteo Rwanda who shall provide technical and advisory support to facilitate implementation of the Project.
- (d) The PTC shall meet at least once every calendar quarter or more often as warranted to ensure timely implementation of the Project.

5. REMA Single Project Implementation Unit

- (a) The Recipient shall cause REMA to maintain, throughout Project implementation, the REMA Single Project Implementation Unit (REMA-SPIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Bank, including: (i) a Project coordinator; (ii) monitoring and evaluation specialist, (iii) financial management specialist; (iv) procurement specialist; (v) hydrology engineer; (vi) ecology specialist; (vii) an environmental and social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the Bank and detailed in the PIM.
- (b) The REMA-SPIU shall be responsible *inter alia* for implementation part 1(b) and 3(b)(iv) of the Project, including: (i) wetland management, rehabilitation and health monitoring; (ii) technical assistance for a high-resolution DTM; and (iii) promoting advocacy, knowledge exchange and partnerships, in close coordination with CoK and with technical advisory support from RWB and technical and procurement support from the Rwanda Land Management and Use Authority (RLMUA).

6. LODA Single Project Implementation Unit

- (a) The Recipient shall cause LODA to maintain, throughout Project implementation, the LODA Single Project Implementation Unit (LODA-SPIU), with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Bank, including: (i) Project coordinator; (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) procurement specialist; (v) environmental risks management specialist; (vi) social risks management specialist; (vii) civil engineer; and (viii) such other technical and fiduciary specialists, personnel or consultants including one field-support civil engineer, as may be agreed with the World Bank and detailed in the PIM.
- (b) The LODA-SPIU shall be responsible *inter alia* for: (i) implementation of part 2(b) and 3(b)(ii) of the Project; (ii) oversight of district governance and local economic development (LED) activities; and (iii) such other functions as may be detailed in the PIM.

7. CoK Kigali Urban Upgrading Team

- (a) The Recipient shall cause the CoK to maintain, throughout Project implementation, the CoK Kigali Urban Upgrading Team (CoK-KUUT) with adequate resources and facilitation and composed of key staff, with

qualifications, experience and under terms of reference acceptable to the Bank, including: (i) a Project Coordinator; (ii) monitoring and evaluation specialist; (iii) procurement specialist; (iv) financial management specialist; (v) civil engineer (with expertise in stormwater management); (vi) an environmental risks management specialist; (vii) a social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the Bank and detailed in the PIM.

- (b) The CoK-KUUT shall be responsible *inter alia* for: (i) implementation of part 1(a) and 3(b)(v) of the Project; (ii) environmental and social management and supervision; (iii) monitoring and evaluation; (iv) facilitation and follow-up on all institutional and capacity building activities at CoK; and (v) such other functions as may be specified in the PIM.

8. **Target Secondary Cities Project Implementation Units**

- (a) The Recipient shall cause each Target Secondary City to within thirty (30) days after the Effective Date establish and maintain, throughout Project implementation, a TSC Project Implementation Unit (TSC-PIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Bank, including for each TSC-PIU: (i) a project focal person (who will also carry-out the monitoring and evaluation function); and (ii) an environmental and social risks management specialist.
- (b) The TSC-PIUs shall be responsible *inter alia* for: (i) implementation of part 2(a) of the Project; (ii) liaising with relevant offices of the city to ensure implementation is in accordance with the Project's Environmental and Social instruments and fiduciary guidelines; (iii) monitoring and evaluation reporting including preparation of quarterly monitoring and evaluation reports for submission to the LODA-SPIU; (iv) disseminating information about the Project (including contract awards, physical and financial progress of works contracts); (v) contributing to capacity building activities; (vi) monitor and supervise the implementation of environmental and social management plans; (vii) facilitation and follow-up on all institutional and capacity building activities; and (viii) such other functions as may be specified in the PIM.

9. Memoranda of Understanding

(a) CoK – RWB MoU

- (i) In order to facilitate the implementation of part 1(a) of the Project, the Recipient shall cause the CoK and RWB within thirty (30) days after the Effective Date to execute a Memorandum of Understanding for the provision by RWB of technical support to the CoK for implementation of flood risk and wetland management under part 1(a) of the Project (the “CoK-RWB MoU”).
- (ii) The CoK-RWB MoU shall *inter alia* provide for: (A) the provision by RWB of technical advisory support to CoK in undertaking the flood risk reduction infrastructure, installation of rainfall, water level and discharge monitoring equipment, preparation of the stormwater management master plan; (B) the roles and responsibilities of each party to the MoU; (C) payments to be made by CoK to RWB; and (D) guidelines on procurement, financial management and monitoring.

(b) REMA – RLMUA MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, the Recipient shall cause REMA and RLMUA within thirty (30) days after the Effective Date to execute a Memorandum of Understanding for the execution of the LiDAR survey under part 1(b) of the Project (the “REMA-RLMUA MoU”).
- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RLMUA.

(c) REMA – RWB MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, the Recipient shall cause REMA and RWB within thirty (30) days after the Effective Date to execute a Memorandum of Understanding for the provision by RWB of technical and advisory support to REMA on wetland restoration and rehabilitation and health monitoring under part 1(b) of the Project (the “REMA-RWB MoU”).

- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RWB.

10. Community Upgrading Committees

- (a) The Recipient shall cause each TSC and the CoK, prior to commencement of infrastructure upgrading in each settlement, to establish and maintain throughout Project implementation, Community Upgrading Committees (“CUCs”) composed of key personnel under terms of reference acceptable to the Bank, including for each CUC: (i) a chairperson; (ii) vice chairperson; (iii) secretary; (iv) women’s representative; and (v) a youth representative.
- (b) The CUCs shall work with city officials at critical review and decision-making points along the planning and implementation process, namely: (i) baseline survey and initial data collection; (ii) feasibility studies for infrastructure investments in the settlement and prioritization; (iii) preparation of preliminary and final community upgrading plans; (iv) preliminary and detailed design for infrastructure investments; (v) monthly site meetings with the construction supervision consultants and contractors; (vi) review and validation of consultants’ reports and deliverables; and (vii) shall perform such other roles as may be detailed in the PIM.

B. Subsidiary Agreements.

1. To facilitate the carrying out of the Project Implementing Entity’s respective part of the Project, the Recipient shall make part of the proceeds of the Financing available to the Project Implementing Entity under subsidiary agreement executed between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Bank (the “REMA Subsidiary Agreement”), which shall:
- (a) the provision of the Financing to REMA on a grant basis;
- (b) the obligation of REMA to: (i) monitor and evaluate the progress of its respective part of the Project and prepare and submit to the Recipient prompt progress reports; (ii) exchange views with the Recipient, and the Bank with regard to the progress of its respective part of the Project, and the performance of its obligations under the subsidiary agreement; and (iii) provide the Recipient promptly all such information as the Recipient or the Bank may reasonably request for purposes of incorporating such

information in the report referred to in Section 5.08 (c) of the General Conditions;

- (c) the obligation of REMA to carry out its obligations under the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social, labor, health and safety and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required including operation and maintenance costs;
 - (d) the obligation of REMA to promptly notify and inform the Recipient and the Bank of any condition which interferes or threatens to interfere with the progress of its obligations under the Project and the subsidiary agreement, including but not limited to any Project-related accidents and incidents, such as, for example, fatalities, or allegations of gender-based violence associated with the Project;
 - (e) the obligation of REMA to carry out its obligations under the Project and the subsidiary agreement in accordance with the PIM, the environmental and social instruments, the Procurement Regulations and the Anti-Corruption Guidelines;
 - (f) the obligation of REMA to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to its respective part of the Project; and (ii) at the Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Recipient and the Bank; and
 - (g) the right of the Recipient to take remedial actions against REMA, in case REMA shall have failed to comply with any of its obligations under the subsidiary agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the subsidiary financing availed to REMA pursuant to the subsidiary agreement.
2. The Recipient shall exercise its rights under the REMA Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Financing. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the REMA Subsidiary Agreement or any of its provisions.

C. Project Implementation Manual (“PIM”)

1. The Recipient shall and shall ensure that the Project is carried out in accordance with the requirements set forth in the Project Implementation Manual (“PIM”). The PIM shall set out detailed guidelines, methods and procedures for the implementation of the Project, including: (a) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration among various Project stakeholders; (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures; (e) internal control procedures; (f) reporting requirements; (g) communication arrangements and procedures; (h) external audit; (i) anti-corruption and fraud mitigation measures; (j) environmental and social risks management, including a detailed description of the grievance redress process as well as any process for recording and reporting Project-related accidents and incidents; (k) monitoring and evaluation arrangements, including procedures and reporting formats; (l) a CERC annex; and (m) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Recipient shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended, any provision of the PIM, without the prior written agreement of the Bank.
3. Notwithstanding the foregoing, if any provision of the PIM is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

D. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Emergency Response Part”), the Recipient shall:
 - (a) prepare and furnish to the Bank for its review and approval, a Contingency Emergency Response Manual (“CER Manual”) which shall set forth detailed implementation arrangements for the Emergency Response Part, including: (i) any additional institutional structures or arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for the Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social risks management arrangements and instruments the Emergency

- Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;
- (b) afford the Bank a reasonable opportunity to review the proposed CER Manual;
 - (c) promptly adopt the CER Manual for the Emergency Response Part as accepted by the Bank and integrate it as an annex to the Project Implementation Manual;
 - (d) ensure that the Emergency Response Part is carried out in accordance with the CER Manual; provided, however, that in the event of any inconsistency between the provisions of the CER Manual and this Agreement, the provisions of this Agreement shall prevail; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the CER Manual without the prior written approval by the Bank.
2. The Recipient shall, throughout the implementation of the Emergency Response Part, maintain the institutional structures and arrangements established in accordance with the CER Manual, with adequate staff and resources satisfactory to the Bank.
 3. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:
 - (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Bank a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Bank has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (b) the Recipient has ensured the preparation and disclosure of all environmental and social instruments as may be required for said activities in accordance with the CER Manual, the Bank has approved all said instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.”

E. Counterpart Funds

1. The Recipient shall allocate and avail an amount equivalent to fifteen million Dollar (\$15,000,000) for the financing of any required resettlement, land acquisition, compensation and relocation under the Project (the “Counterpart Funds”).

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2. The Recipient shall disburse the Counterpart Funds in accordance with the provisions of the Annual Work Plan and Budget.

F. Annual Work Plan and Budget

1. The Recipient shall:
 - (a) prepare and furnish to the Bank not later than March 31 in each year (or such other date as the Bank may agree to) beginning in the Fiscal Year 2022 a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing including the Bank's and the Recipient's respective shares of the costs in the financing plan;
 - (b) taking into account the Bank's comments, finalize the plan and furnish it to the Bank for its approval not later than May 31 in each year (or such other date as the Bank may agree) beginning in the Fiscal Year 2022; and
 - (c) adopt the plan as shall have been approved by the Bank (Annual Work Plan and Budget or AWPB).
2. The Recipient shall ensure that the Project is implemented with due diligence and in accordance with the AWPB.
3. The Recipient shall disburse, promptly as required, the Counterpart Funds as specified in the AWPB and in this Agreement.
4. The Recipient shall not make or allow to be made any change to the AWPB without prior agreement in writing by the Bank.
5. In the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

G. Environmental and Social Standards

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

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

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of Grant Proceeds

A. General

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

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training Costs and Operating Costs under Parts 1(b) and 3(b)(iv) of the Project	8,072,215	55%
TOTAL AMOUNT	8,072,215	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is December 31, 2025.

APPENDIX

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. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
3. “City Management Office” or “CMO” means the structure in the organizational setup of secondary cities charged with management of the urban planning and development operations in the secondary city.
4. “Contingency Emergency Response Manual” and the acronym “CER Manual” means the manual referred to in Section I.D.1 of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part and form part of the Project Implementation Manual in accordance with the provisions of said Section.
5. “CoK” means the City of Kigali means the decentralised administrative entity of the city of Kigali established under Law N°87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities.
6. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
7. “Emergency Expenditure” means any of the eligible expenditures set forth in the CER Manual in accordance with the provisions of Section I.D of Schedule 2 to this Agreement and required for the Emergency Response Part.
8. “Emergency Response Part” means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 4 of the Project.
9. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated September 24, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and

- reporting arrangements, and any environmental and social instruments to be prepared thereunder.
10. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
 11. “Kigali Master Plan 2050” means the tool envisaged to enable the city of Kigali to realize its vision 2050 which is to become “a center of urban of excellence in Africa”.
 12. “LODA” means the Local Administrative Entities Development Agency established pursuant to Article 1 of Law N°62/2013 of 27/08/2013 establishing the Local Administrative Entities Development Agency (LODA) and determining its mission, organisation and functioning, or its successor thereto acceptable to the Bank.
 13. “Master Plans” means in regard to each Target Secondary City, the framework for structure plans that show the land use for economic and social development of the secondary city.
 14. “Meteo Rwanda” means the Rwanda Meteorology Agency established pursuant to Law N°54bis/2011 of 14/12/2011 establishing Rwanda Meteorology Agency (Meteo Rwanda) and determining its mission, organisation and functioning, or its successor thereto as acceptable to the Bank.
 15. “MINEMA” or “Ministry of Emergency Management” means the Recipient’s ministry responsible for management of disasters and emergencies.
 16. “MININFRA” or “Ministry of Infrastructure” means the Recipient’s ministry responsible for infrastructure.

17. “National Urbanization Policy” or “NUP” means the Recipient’s policy on urbanization of December 2015 that ensures urban physical development is carried out in a well-coordinated manner to create a functional network of development poles and livable, inclusive green urban environment objectively to transform the country’s economy and improve the socio-economic conditions for all.
18. “National Housing Policy” means the Recipient’s housing policy adopted in March 2015, aimed enabling universal access adequate housing in sustainably planned and developed areas reserved for habitation in Rwanda.
19. “National Strategy for Transformation” or “NST1” means the Recipient’s seven-year program, 2017 – 2024 for sustained growth and transformation.
20. “Operating Costs” means the reasonable incremental operating expenses, approved by the Bank, incurred by the Recipient on account of Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment, office supplies, hire of Project staff, bank charges and travel and supervision costs but excluding salaries to public/civil servants of the Recipient.
21. “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.
22. “Project Agreement” means the agreement between the Bank and the Project Implementing Entity relating to the implementation of part 1(b) and 3(b)(iv) of the Project, as such agreement may be amended from time to time. “Project Agreement” includes the Standard Conditions as applied to the Project Agreement, and all appendices, schedules and agreements supplemental to the Project Agreement.
23. “Project Implementing Entity” means REMA.
24. “Project Implementation Manual” or “PIM” means the implementation manual for the Project referred to under Section I.C of Schedule 2 to this Agreement.
25. “REMA” means the Rwanda Environment Management Authority established under Article 1 of Law N°63/2013 of 27/08/2013 determining the mission, organization and functioning of Rwanda Environment Management Authority (REMA), or its successor thereto acceptable to the Bank.
26. “REMA Subsidiary Agreement” means the subsidiary agreement referred to under Section I.B of Schedule 2 to this Agreement entered into between REMA and the Recipient.

27. “RHA” means the Rwanda Housing Authority established pursuant to Law N°40/2010 of 25/11/2010 establishing the Rwanda Housing Authority (RHA) and determining its responsibilities, organisation and functioning, or its successor thereto as acceptable to the Bank.
28. “RLMUA” means the Rwanda Land Management and Use Authority established pursuant to Law N°05/2017 of 03/02/2017 establishing Rwanda Land Management and Use Authority and determining its mission, organisation and functioning, or its successor thereto as acceptable to the Bank.
29. “RTDA” means the Rwanda Transport Development Authority established pursuant to Law N°02/2010 of 20/01/2010 establishing Rwanda Transport Development Agency (RTDA) and determining its mission, structure and functioning as modified and complemented by Law N°29/2014 of 14/08/2014, or its successor thereto as acceptable to the Bank.
30. “RWB” means the Rwanda Water Resources Board established pursuant to Law N° 71/2019 of 21/01/2020 determining its mission and responsibilities with goal to ensure sufficient water resources for long-term economic growth and to reduce the impact of flooding and landslide risks.
31. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
32. “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
33. “Target Secondary Cities” or “TSCs” means the secondary cities of Huye, Muhanga, Musanze, Nyagatare, Rubavu and Rusizi in the Recipient’s territory or such other cities as may be agreed between the Bank and the Recipient, and “Target Secondary City” or “TSC” means each such individual secondary city.
34. “Training Costs” means the reasonable cost of training under the Project, as approved by the Bank, 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.
35. “Vision 2050” means the long-term national development vision established by the government of Rwanda to drive the country’s desired socio-economic growth towards achieving a high-income country status by 2050.

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36. “WASAC” means the Water and Sanitation Corporation setup to manage the water and sanitation services in Rwanda pursuant to Prime Minister’s Order N°87/03 of 16/08/2014 determining modalities of transfer of responsibilities and property of Energy, Water and Sanitation Authority (EWSA), to *inter alia*, WASAC, or its successor thereto as acceptable to the Bank.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko N° 004/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano y'Impano hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Urwego rushinzwe ibikorwa by'Ikigega kigamije kurengera Ibidukikije ku Isi, yerekanye n'impano ingana na miliyonu umunani n'ibihumbi mirongo irindwi na bibiri na magana abiri na cumi n'atanu z'Amadolari y'Abanyamerika (8.072.215 USD) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi, yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ugushyingo 2020</p>	<p>Seen to be annexed to Law N° 004/2021 of 04/02/2021 approving the ratification of the Grant agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an implementing Agency of the Global Environment Facility, relating to the Grant of eight million seventy-two thousand two hundred fifteen American Dollars (USD 8,072,215) for the Second Urban Development Project, signed at Kigali, Rwanda on 12 November 2020</p>	<p>Vu pour être annexé à Loi N° 004/2021 du 04/02/2021 approuvant la ratification de l'Accord de don entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'Agence d'exécution du Fonds pour l'Environnement Mondial, relatif au don de huit millions soixante-douze mille deux cent quinze Dollars Americains (8.072.215 USD) pour le Second Projet de Développement Urbain, signé à Kigali, au Rwanda le 12 Novembre 2020</p>
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Kigali, 04/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho ikirango cya Repubulika:
Sean and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 001/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) NK'URWEGO RUYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA BA GAHUNDA YO GUSHYIGIKIRA IMICUNGIRE Y'URWEGO RW'INGUFU, YEREKERANYE N'IMPANO INGANA NA MILIYONI ICUMI Z'AMADOLARI Y'ABANYAMERIKA (10.000.000 USD) AGENEWE UMUSHINGA WO KUNOZA IYEGEREZWA RY'AMASHANYARAZI KU BATURAGE N'UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 24 NZERI 2020</p>	<p>PRESIDENTIAL ORDER N° 001/01 OF 05/02/2021 RATIFYING THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE ENERGY SECTOR MANAGEMENT ASSISTANCE PROGRAM MULTI DONOR TRUST FUND, RELATING TO THE GRANT OF TEN MILLION AMERICAN DOLLARS (USD 10,000,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 24 SEPTEMBER 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 001/01 DU 05/02/2021 RATIFIANT L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA) AGISSANT EN TANT QU'ADMINISTRATEUR DU FONDS MULTIDONATEUR D'AFFECTATION SPÉCIALE DU PROGRAMME D'ASSISTANCE À LA GESTION DU SECTEUR DE L'ÉNERGIE, RELATIF AU DON DE DIX MILLIONS DE DOLLARS AMÉRICAINS (10.000.000 USD) POUR LE PROJET D'AMÉLIORATION DE L'ACCÈS À L'ÉNERGIE ET DE SA QUALITÉ, SIGNÉ À KIGALI, AU RWANDA, LE 24 SEPTEMBRE 2020</p>
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<p>ITEKA RYA PEREZIDA N° 001/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) NK'URWEGO RUYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA BA GAHUNDA YO GUSHYIGIKIRA IMICUNGIRE Y'URWEGO RW'INGUFU, YEREKERANYE N'IMPANO INGANA NA MILIYONI ICUMI Z'AMADOLARI Y'ABANYAMERIKA (10.000.000 USD) AGENEWE UMUSHINGA WO KUNOZA IYEGEREZWA RY'AMASHANYARAZI KU BATURAGE N'UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 24 NZERI 2020</p>	<p>PRESIDENTIAL ORDER N° 001/01 OF 05/02/2021 RATIFYING THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE ENERGY SECTOR MANAGEMENT ASSISTANCE PROGRAM MULTI DONOR TRUST FUND, RELATING TO THE GRANT OF TEN MILLION AMERICAN DOLLARS (USD 10,000,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 24 SEPTEMBER 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 001/01 DU 05/02/2021 RATIFIANT L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA) AGISSANT EN TANT QU'ADMINISTRATEUR DU FONDS MULTIDONATEUR D'AFFECTATION SPÉCIALE DU PROGRAMME D'ASSISTANCE À LA GESTION DU SECTEUR DE L'ÉNERGIE, RELATIF AU DON DE DIX MILLIONS DE DOLLARS AMÉRICAINS (10.000.000 USD) POUR LE PROJET D'AMÉLIORATION DE L'ACCÈS À L'ÉNERGIE ET DE SA QUALITÉ, SIGNÉ À KIGALI, AU RWANDA, LE 24 SEPTEMBRE 2020</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>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;</p>	<p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in articles 112, 120, 122, 167, 168 and 176;</p>	<p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p>

<p>Dushingiye ku Itegeko n° 021/2020 ryo ku wa 31/12/2020 ryemera kwemeza burundu Amasezerano y'impano, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA) nk'urwego ruyobora ikigega gihuriweho n'abaterankunga ba gahunda yo gushyigikira imicungire y'urwego rw'ingufu, yerekerye n'impano ingana na miliyoni icumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo kunoza iyegerezwa ry'amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2020;</p> <p>Tumaze kubona Amasezerano y'impano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA) nk'urwego ruyobora ikigega gihuriweho n'abaterakunga ba gahunda yo gushyigikira imicungire y'urwego rw'ingufu, yerekerye n'impano ingana na miliyoni icumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo kunoza iyegerezwa ry'amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2020;</p>	<p>Pursuant to Law n° 021/2020 of 31/12/2020 approving the ratification of the Grant Agreement between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Energy Sector Management Assistance Program Multi Donor Trust Fund, relating to the grant of ten million American Dollars (USD 10,000,000) for Energy Access and Quality Improvement Project, signed at Kigali, in Rwanda, on 24 September 2020;</p> <p>Considering the Grant Agreement between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Energy Sector Management Assistance Program Multi Donor Trust Fund, relating to the grant of ten million American Dollars (USD 10,000,000) for Energy Access and Quality Improvement Project, signed at Kigali, Rwanda, on 24 September 2020;</p>	<p>Vu la Loi n° 021/2020 du 31/12/2020. approuvant la ratification de l'accord de don entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en tant qu'administrateur du fonds multidonateur d'affectation spéciale du Programme d'assistance à la gestion du secteur de l'énergie, relatif au don de dix millions de Dollars Américains (10.000.000 USD) pour le Projet d'amélioration de l'accès à l'énergie et de sa qualité, signé à Kigali, au Rwanda, le 24 septembre 2020;</p> <p>Considérant l'Accord de don entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en tant qu'administrateur du Fonds multidonateur d'affectation spéciale du Programme d'assistance à la gestion du secteur de l'énergie, relatif au don de dix millions de Dollars Américains (10.000.000 USD) pour le Projet d'amélioration de l'accès à l'énergie et de sa qualité, signé à Kigali, au Rwanda, le 24 septembre 2020;</p>
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Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet;	Sur proposition du Ministre des Finances et de la Planification Économique; Après examen et adoption par le Conseil des Ministres;
TWATEGETSE KANDI DUTEGETSE: <u>Iningo ya mbere: Kwemeza burundu</u> Amasezerano y'impano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA) nk'urwego ruyobora ikigega gihuriweho n'abaterakunga ba gahunda yo gushyigikira imicungire y'urwego rw'ingufu, yerekanye n'impano ingana na miliyon i cumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo kunoza iyegerezwa ry'amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2020, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	HAVE ORDERED AND ORDER: <u>Article One: Ratification</u> The Grant Agreement between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Energy Sector Management Assistance Program Multi Donor Trust Fund, relating to the grant of ten million American Dollars (USD 10,000,000) for Energy Access and Quality Improvement Project, signed at Kigali, Rwanda, on 24 September 2020, annexed to this Order is ratified and becomes fully effective.	AVONS ARRÊTÉ ET ARRÊTONS: <u>Article premier: Ratification</u> L'Accord de don entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en tant qu'administrateur du Fonds d'affectation spéciale multi-donateurs du Programme d'assistance à la gestion du secteur de l'énergie, relatif au don de dix millions de Dollars Américains (10.000.000 USD) pour le projet d'amélioration de l'accès à l'énergie et de sa qualité, signé à Kigali, au Rwanda, le 24 septembre 2020, annexé au présent arrêté est ratifié et sort son plein et entier effet.
<u>Iningo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Uubbani	<u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Finance and Economic Planning, the Minister of	<u>Article 2: Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre

n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwaremezo bashinzwe gushyira mu bikorwa iri teka.	Foreign Affairs and International Cooperation and the Minister of Infrastructure are entrusted with the implementation of this Order.	des Affaires Etrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.
<u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 3: Commencement</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda	<u>Article 3: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikkirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 001/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) NK'URWEGO RUYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA BA GAHUNDA YO GUSHYIGIKIRA IMICUNGIRE Y'URWEGO RW'INGUFU, YEREKERANYE N'IMPANO INGANA NA MILIYONI ICUMI Z'AMADOLARI Y'ABANYAMERIKA (10.000.000 USD) AGENEWE UMUSHINGA WO KUNOZA IYEGEREZWA RY'AMASHANYARAZI KU BATURAGE N'UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 24 NZERI 2020</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 001/01 OF 05/02/2021 RATIFYING THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE ENERGY SECTOR MANAGEMENT ASSISTANCE PROGRAM MULTI DONOR TRUST FUND, RELATING TO THE GRANT OF TEN MILLION AMERICAN DOLLARS (USD 10,000,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 24 SEPTEMBER 2020</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 001/01 DU 05/02/2021 RATIFIANT L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA) AGISSANT EN TANT QU'ADMINISTRATEUR DU FONDS MULTIDONATEUR D'AFFECTATION SPÉCIALE DU PROGRAMME D'ASSISTANCE À LA GESTION DU SECTEUR DE L'ÉNERGIE, RELATIF AU DON DE DIX MILLIONS DE DOLLARS AMÉRICAUX (10.000.000 USD) POUR LE PROJET D'AMÉLIORATION DE L'ACCÈS À L'ÉNERGIE ET DE SA QUALITÉ, SIGNÉ À KIGALI, AU RWANDA, LE 24 SEPTEMBRE 2020</p>
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ESMAP GRANT NUMBER TB03589

Energy Sector Management Assistance Program Multi-Donor Trust Fund Grant Agreement

(Energy Access and Quality Improvement Project)

between

REPUBLIC OF RWANDA

and

**INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Energy Sector management Assistance Program
Multi Donor Trust Fund**

ESMAP GRANT NUMBER TB03589

**ENERGY SECTOR MANAGEMENT ASSISTANCE PROGRAM
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between the **REPUBLIC OF RWANDA** (the “Recipient”) and the **INTERNATIONAL DEVELOPMENT ASSOCIATION** (the “Bank”), acting as administrator of the Energy Sector Management Assistance Program Multi-Donor Trust Fund (“ESMAP-MDTF”). The Recipient and the Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

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

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall cause Part 3.B and Part 4.D of the Project to be carried out by the Project Implementing Entities in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement and the Project Agreements.

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed ten million United States Dollars (\$10,000,000) (“Grant”) to assist in financing Part 3(b) and Part 4(d) of the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors.

under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Additional Remedies

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:
- (a) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entities of their obligations under the respective Project Agreements.
 - (b) The Project Implementing Entities have failed to perform any obligation under the respective Project Agreements.
 - (c) IBRD or IDA has declared the Project 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 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 the Project Implementing Entities have 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 the Project Implementing Entities are ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entities have 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 the Project Implementing Entities will be able to perform their obligations under the Project Agreements.
 - (e) (i) The agreement ("Co-financing Agreement") between the Recipient and Agence Française de Développement ("Co-financier") providing for financing in an amount equivalent to Euro 80,000,000 ("Co-financing") to assist in financing the Project, has failed to

become effective by the date thirty (30) days after the Effective Date referred to in Section 5.02 of this Agreement or such later date as the Bank has established by notice to the Recipient; provided, however, that the provisions of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Bank that adequate funds for the Project are available from other sources on terms and conditions consistent with its obligations under this Agreement.

- (ii) Subject to sub-paragraph (iii) of this paragraph: (A) the right to withdraw the proceeds of the Co-financing has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the Co-financing Agreement; or (B) the Co-financing has become due and payable prior to its agreed maturity.
 - (iii) Sub-paragraph (ii) of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Bank that: (A) such suspension, cancellation, termination or pre-maturing was not caused by the failure of the recipient of the Co-financing to perform any of its obligations under the Co-financing Agreement; and (B) adequate funds for the Project are available from other sources on terms and conditions consistent with the Recipient's obligations under this Agreement.
- (f) The Bank has determined after the Effective Date referred to in Section 5.02 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

Article V Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:
- (a) the execution and delivery of this Agreement on behalf of the Recipient and the Project Agreements on behalf of the Project Implementing Entities have been duly authorized or ratified by all necessary governmental and corporate action; and
 - (b) the financing agreement dated the same date as this Agreement, between the Recipient and IDA, providing a grant and credit in support of the Project ("Financing Agreement"), has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to

make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

- 5.02. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.03. *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 ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article VI Recipient's Representative; Addresses

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Recipient's minister responsible for finance.
- 6.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's address is:

Ministry of Finance and Economic Planning
12 KN 3 Ave
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	mfin@minecofin.gov.rw

- 6.03. For purposes of Section 7.01 of the Standard Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail
248423 (MCI) or 64145 (MCI)	1-202-477-6391	rwandainfo@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Dr. Uzziel Ndagijimana

Authorized Representative

Name: Dr. Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 24-Sep-2020

**INTERNATIONAL DEVELOPMENT
ASSOCIATION**
acting as administrator of the Energy Sector Management
Assistance Program Multi-Donor Trust Fund

By

Rolande Pryce

Authorized Representative

Name: Rolande Pryce

Title: Country Manager

Date: 24-Sep-2020

SCHEDULE 1

Project Description

The objective of the Project is to improve access to modern energy for households, enterprises, and public institutions and enhance the efficiency of electricity service in the Republic of Rwanda.

The Project consists of the following parts:

Part 1. Increasing Access to Grid Electricity through financing and support for,

Grid connections of new consumers, including financing of grid extensions and consumer connections in select districts in the Recipient's territory, including the districts of Gicumbi, Musanze, Rulindo, Burera, Ngororero, Nyabihu, Rubavu, Rusizi, Nyamasheke, Karongi and Rutsiro.

Part 2. Enhancing the Efficiency of Electricity Service

- (a) *Rehabilitation of Ntaruka Hydro-Power Plant* (“Ntaruka HPP”), through financing and support for, restoration of the Ntaruka HPP plant capacity to its installed capacity of 11.25 MW and upgrade of the control systems and other electromechanical equipment.
- (b) *Improve stability and reliability of the power system*, through financing and support for, installation of (i) static voltage compensators (SVC's) at select substations to reduce overvoltage created by low loading on the transmission lines; and (ii) power system stabilizers and governing systems at select hydro-power stations.
- (c) *Improvements in the Operational Performance of EUCL*, through financing and support for, extension of EUCL's smart meter program to the distribution network including:
 - (i) completing the installation of smart meters for select EUCL large and medium size consumers;
 - (ii) start a program of installation of smart meters on network distribution transformers;
 - (iii) conduct installation of high current smart prepayment meters, both for medium voltage (MV) and low voltage (LV) consumers, to gradually shift identified post-paid customers to prepayment;
 - (iv) purchase and installation of test benches for both pre-paid and post-paid meters; and

- (v) installation of a comprehensive electricity transmission and distribution network geographical information system (GIS).

Part 3. Increasing Access to Off-Grid Electricity and Clean Cooking Solutions

- (a) *Increasing Off-Grid Electricity Access*, through financing and support for:

Results Based Financing Facility to Off-grid Solar Companies (OSCs) (“RBF-OSC Facility”) through provision of results-based partial grants (“OSC Grants”) to eligible OSCs to facilitate the sale of eligible solar systems and the provision of after sale services to final beneficiaries (qualifying households and micro-enterprises), and Incremental Operating Costs of BRD for management of the RBF-OSC Facility as are not otherwise recovered by BRD through a fee charged to the eligible OSCs.

- (b) *Increasing Access to Clean Cooking Solutions*, through financing and support for:

Results Based Financing Facility for Clean Cooking Solutions (“RBF-CCS Facility”) through provision of results-based partial grants (“CCS Grants) to Eligible Enterprises to facilitate the sale of eligible cooking technologies and products to final beneficiaries (qualifying households), and Incremental Operating Costs of BRD for management of the RBF-CCS Facility as are not otherwise recovered by BRD through a fee charged to the Eligible Enterprises.

Part 4. Technical Assistance, Institutional Capacity Building and Implementation Support

- (a) *Project Implementation support*, including hiring of additional staff in EDCL and in the PCU, and sector consultants to continue to support sector management and coordination.
- (b) *Technical Assistance and impact evaluation* including, *inter alia*: (i) sector studies aimed at improving the efficiency of the energy sector performance; (ii) impact evaluation studies to help the sector make appropriate decisions during and after project implementation; (iii) policy and advisory notes required to inform sector decisions; and (iv) gender-specific activities.
- (c) *Capacity Building* across the energy sector agencies including, *inter alia*, in the following areas: energy sector planning, technical skills development, audit, compliance and gender.
- (d) *Technical assistance and institutional capacity building to support an enabling environment for the clean cooking sector development*, including, *inter alia*:

- (i) an awareness-raising and behavior change campaign;
- (ii) market facilitation and policy and regulation review and improvement;
- (iii) stove testing and product development;
- (iv) monitoring and verification of the RBF-CCS Facility;
- (v) innovations subgrant through competitive processes to support innovative technological, business, financing approaches with preferential support to female entrepreneurs (“Innovation Grants”); and
- (vi) Incremental Operating Costs of EDCL for providing technical assistance for cooking sector development.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

Energy Development Corporation Limited (EDCL)

1. The Recipient shall:
 - (a) maintain, at all times during the implementation of the Project, the EDCL with adequate resources, facilitation, staff, powers and functions as satisfactory to the Association for purposes of implementing the Project as further detailed in the EDCL-Operations Manual;
 - (b) designate EDCL with responsibility for overall Project coordination and implementation of Parts 1, 2 and 4, including support to BRD in implementation of Part 3 of the Project (“EDCL’s Respective Part of the Project”);
 - (c) cause EDCL to maintain technical and managerial teams responsible for supporting implementation of EDCL’s Respective Part of the Project;
 - (d) cause EDCL to recruit additional relevant staff within the existing EDCL structure to provide support to ensure effective implementation of the Project, as further detailed in the EDCL-Operations Manual;
 - (e) cause EDCL and any other public or private entity responsible for the operation, financing, or oversight of the Ntaruka HPP to carry out all necessary actions, and enter into any necessary agreements, to effectuate the terms of this Agreement and the ESCP, including but not limited to the actions agreed to in the Ntaruka HPP Action Plan;
 - (f) cause EDCL to, not later than March 31 of each Fiscal Year during the implementation of the Project, prepare and furnish to the Bank for the Bank’s no-objection, a consolidated annual program of activities proposed for implementation under Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project during the following Fiscal Year, including IDA’s, the MDTF’s, the Co-Financiers’ and the Recipient’s respective shares of the costs;
 - (g) cause EDCL to exchange views with the Association on each such proposed annual work plan and budget, and upon the Association’s no-

objection, implement Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project in accordance with the Agreed AWPB, as may be amended from time to time with the Association's prior approval (provided, however, that in the event of any conflict between the Agreed AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail).

Program Coordination Unit (PCU)

2. The Recipient shall: (a) establish and, throughout Project implementation, maintain, within EDCL, a program coordination unit ("Program Coordination Unit" or "PCU"), to be responsible for providing overall leadership to the Project; and (b) ensure that throughout Project implementation, the PCU has adequate resources and staffing with qualifications, experience and under terms of reference acceptable to the Association, such staff to include a program manager, one project coordinator, a procurement specialist, financial management specialist, environmental and social risks management specialist, occupational health and safety specialist, contract management specialist, corporate services specialist, and such other specialists as may be necessary for Project implementation all as further detailed in the EDCL Operations Manual. The PCU will be headed by the program manager ("Program Manager") who will report directly to the Managing Director of EDCL. The Program Manager shall have the overall responsibility for: (i) Project implementation management and coordination; and (ii) Project monitoring and evaluation and reporting. The Program Manager will be supported, within the PCU, by high level staff to head program functions such as procurement, finance, environmental and social risks management, contract management, and any other function that is deemed to require high level leadership. The PCU will house a Project coordinator (the "Project Coordinator") who will provide the Program Manager coordination management and support for the Financing.

Development Bank of Rwanda (BRD) SPIU

3. The Recipient shall:
 - (a) designate BRD with responsibility for implementation of Part 3 of the Project, with technical support from EDCL;
 - (b) maintain, within BRD, the Single Project Implementation Unit (BRD-SPIU) throughout Project implementation, to include separate Project managers for each of Part 3(a) and Part 3(b), one environmental risks management specialist, one social risks management specialist, one financial management specialist, and such other specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and

- (c) 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 BRD-Operations Manual.

Project Steering Committees

4. The Recipient shall establish, and maintain during Project implementation:

- (a) a Grid Electricity Project Steering Committee (GE-PSC) to be responsible for providing high-level oversight and strategic guidance to Part 1, Part 2 and Part 4 of the Project. The GE-PSC shall be chaired by the Permanent Secretary of MININFRA and be comprised of, *inter alia*, the Permanent Secretary or Director General of MINECOFIN, and senior managers of REG, EUCL, EDCL, BRD, and such other members and mandate acceptable to the Association as further detailed in the EDCL-Operations Manual. The GE-PSC will meet at least once every calendar semester during Project implementation to review implementation progress, discuss emerging challenges, and identify mitigating measures.
- (b) an Off-Grid and Clean Cooking Project Steering Committee (OG/CC-PSC) to be responsible for providing high-level oversight and strategic guidance to Part 3 of the Project. The OG/CC-PSC shall be chaired by the Permanent Secretary of MININFRA and be comprised of, *inter alia*, the Permanent Secretary or Director General of MINECOFIN, senior managers of REG, EUCL, EDCL, BRD, representatives from the Ministry of Environment, RSB, and Local Administrative Entities Development Agency (LODA), and such other members and mandate acceptable to the Association as further detailed in the BRD-Operations Manual. The OG/CC-PSC will meet at least once every calendar semester during Project implementation to review implementation progress, discuss emerging challenges, and identify mitigating measures.

B. Project Operations Manuals - POM

1. The Recipient shall ensure that:

- (a) Part 1, Part 2 and Part 4 of the Project is carried out by EDCL in accordance with the requirements set forth in the EDCL Operations Manual;

- (b) Part 3(a) of the Project is carried out by BRD, with the support of EDCL, in accordance with the requirements set forth in the Off-Grid Solar RBF Operations Manual (OGS-RBF Operations Manual); and
 - (c) Part 3(b) of the Project is carried out by BRD, with the support of EDCL, in accordance with the requirements set forth in the Clean Cooking Solutions RBF Operations Manual (CCS-RBF Operations Manual) (the OGS-RBF Operations Manual and the CCS-RBF Operations Manual collectively the “BRD-Operations Manual”).
2. Each of the EDCL Operations Manual and the BRD-Operations Manual (collectively, the “Project Operations Manual” or “POM”) shall set out detailed guidelines, methods and procedures for the implementation of each PIE’s respective part of the Project, including: (a) 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 PSC, the PCU, the technical and management teams within EDCL and the BRD-SPIU, (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures; (e) internal control procedures; (f) external audit; (g) anti-corruption and fraud mitigation measures; (h) environmental and social risks management aspects; (i) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the RBF Facilities and the Innovation Grants; (j) reporting requirements, monitoring and evaluation arrangements, including procedures and reporting formats; and (k) such other arrangements and procedures as shall be required for the effective implementation of the Project.
 3. The Recipient shall ensure that the POM or any provision thereof is not assigned, amended, abrogated or waived without prior written approval of the Association.
 4. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.

C. Subsidiary Agreements.

1. *EDCL Subsidiary Agreement.* To facilitate the carrying out of EDCL’s Respective Part of the Project, the Recipient shall make available to EDCL part of the proceeds of the Financing allocated from time to time to Categories (1), (2), and (4) of the table set forth in Section III.1 of this Schedule and under a subsidiary agreement (“EDCL Subsidiary Agreement”) between the Recipient and EDCL, under terms and conditions approved by the Association, which shall include the following: (a) the principal amount of the financing made available under the EDCL Subsidiary Financing Agreement; (b) the financing terms of the subsidiary financing to be made available under the EDCL Subsidiary Financing Agreement;

- (c) the right of the Recipient to suspend or terminate the right of EDCL to use said proceeds of the said financing, and to obtain a refund of all or any part of the amount of the subsidiary financing then withdrawn, upon the failure of the EDCL to perform any of its obligations under the EDCL Subsidiary Financing Agreement.
2. *BRD Subsidiary Agreement.* To facilitate the carrying out of Part 3 of the Project, the Recipient shall make available to the BRD part of the proceeds of the Financing allocated from time to time to Category (3) of the table set forth in Section III.1 of this Schedule under a subsidiary financing agreement between the Recipient and BRD (the “BRD Subsidiary Financing Agreement”), under terms and conditions approved by the Association, which shall include the following: (a) the principal amount of the financing made available under the BRD Subsidiary Financing Agreement; (b) the financing terms of the subsidiary financing to be made available under the BRD Subsidiary Financing Agreement; (c) the right of the Recipient to suspend or terminate the right of the BRD to use said proceeds of the said financing, and to obtain a refund of all or any part of the amount of the subsidiary financing then withdrawn, upon the failure of BRD to perform any of its obligations under the BRD Subsidiary Financing Agreement.
3. The Recipient shall exercise its rights under each of the EDCL Subsidiary Agreement and the BRD Subsidiary Agreement (collectively, the “Subsidiary Agreements”) in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreements or any of their provisions.

D. RBF Facilities and Innovation Grants

1. The Recipient shall cause BRD and EDCL to avail the RBF Facilities under Part 3 and Innovation Grants under Part 4(D)(v) respectively (“Sub-financing”) to Grant Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association and set forth in the BRD Operations Manual and the EDCL Operations Manual respectively.
2. The Recipient shall cause BRD and EDCL respectively to make each Sub-financing under a Sub-financing Agreement with the respective Grant Beneficiary on terms and conditions approved by the Association, which shall include the following:
- (a) the Project Implementing Entity shall obtain rights adequate to protect its interests and those of the Association and the Recipient, including the right to: (i) suspend or terminate the right of the Grant Beneficiary to use the proceeds of the Sub-financing, or obtain a refund of all or any part of the amount of the Sub-financing then withdrawn, upon the Grant

Beneficiary's failure to perform any of its obligations under the Sub-financing Agreement;

- (b) require each Grant Beneficiary to: (i) 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 grant or loan proceeds other than the Recipient; (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods, works and services to be financed out of the Sub-financing in accordance with the provisions of the Procurement Regulations; and (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-project and the achievement of its objectives;
 - (c) require each Grant Beneficiary to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (ii) enable the Recipient and the Association to inspect the Sub-project, its operation and any relevant records and documents; and (iii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
3. The Recipient shall cause the Project Implementing Entities to exercise their rights under each Sub-financing Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall ensure that the Project Implementing Entities shall not assign, amend, abrogate or waive any Sub-financing Agreement or any of its provisions.
- E. Environmental and Social Standards.**
- 1. The Recipient shall, and shall cause the Project Implementing Entities to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
 - 2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entities to, ensure that the Project is implemented in

accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entities to, ensure that:

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

all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of Grant Proceeds

A. General

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

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) CCS Grants and Incremental Operating Costs under Part 3(b) of the Project (BRD)	7,000,000	100%
(2) Non-consulting services, consulting services, Training and Incremental Operating	3,000,000	100%

Costs and Innovation Grants under Part 4(d) of the Project (EDCL)		
TOTAL AMOUNT	10,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed USD 200,000 may be made, from the ESMAP Grant for payments made prior to this date but on or after June 1, 2020, for Eligible Expenditures under Category 2.
2. Payments under Category 1 and 2 will be financed 100% out of the Grant, and once the Grant is fully disbursed, they will be financed out of resources available under the Financing Agreement.
3. The Closing Date is June 30, 2023.

APPENDIX

Section I. Definitions

1. “Agreed AWPB” means the program of activities and budget under Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project agreed each Fiscal Year between the Recipient and the Bank for implementation during the following Fiscal Year, in accordance with Section I.A.1. of Schedule 2 to this Agreement, as the same may be revised from time to time in accordance with said Section.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January, 2011, and as of July 1, 2016.
3. “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.
4. “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.
5. “BRD Subsidiary Financing” means the proceeds of the Financing to be provided to BRD under Categories (3) of the Financing for purposes of carrying out Part 3 of the Project, in accordance with the BRD Subsidiary Agreement and the BRD Operations Manual, and referred to in Section I.C. of Schedule 2 to this Agreement
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “EDCL” or “Energy Development Corporation Limited” means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient's Law No. 17/2018 of April 13, 2018, governing companies, or any legal successor thereto.
8. “EDCL Subsidiary Agreement” means the agreement to be entered into between the Recipient and EDCL and referred to in Section I.C. of Schedule 2 to this Agreement.
9. “EDCL Subsidiary Financing” means the proceeds of the Financing to be provided to EDCL under Categories (1) (2) and (4) of the Financing for purposes of carrying out Part 1, Part 2 and Part 3 of the Project, in accordance with the EDCL Subsidiary

Agreement and the EDCL Operations Manual, and referred to in Section I.C. of Schedule 2 to this Agreement.

10. “Eligible Enterprises” means enterprises engaged in the production and/or marketing and sale of improved and modern cooking solutions and selected in accordance with criteria laid out in the BRD Operations Manual or EDCL Operations Manual for the receipt of CCS Grants under Part 3(b) or Innovation Grants under Part 4(d)(v) of the Project.
11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated July 28, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
12. “Environmental and Social Standards” or “ESSs” means, collectively:
(i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
13. “Fiscal Year” means each fiscal year of the Recipient commencing on July 1 and ending on June 30 of the subsequent year.
14. “Grant Beneficiary” means each of eligible Off-grid Solar Companies under Part 3(a) or Eligible Enterprises under Part 3(b) or Part 4(d)(v) of the Project, together referred to as “Grant Beneficiaries”.
15. “Incremental Operating Costs” means the reasonable incremental operating expenses, approved by the Bank, incurred by the Project Implementing Entities on account of the Project implementation, management and monitoring, including

salaries of Project implementation support staff but excluding the salaries of officials and public servants of the Recipient's civil service.

16. "Ntaruka HPP Audit Report" has the meaning given to that term in Schedule 2, Section III, paragraph B.1.(b)(i) to the Financing Agreement.
17. "Ntaruka HPP Action Plan" has the meaning given to that term in Schedule 2, Section III, paragraph B.1(b)(ii) to the Financing Agreement.
18. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
19. "Project Implementing Entities" means collectively EDCL and BRD.
20. "Project Implementing Entity" means each of EDCL and BRD.
21. "RBF Facilities" means the Results Based Financing Facility to eligible Off-grid Solar Companies under Part 3(a) of the Project and the Results Based Financing Facility for Clean Cooking Solutions to Eligible Enterprises under Part 3(b) of the Project.
22. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.
23. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds", dated February 25, 2019.
24. "Training" means the reasonable cost of training under the Project, as approved by the Bank, 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.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 001/01 ryo ku wa 05/02/2021 ryemeza burundu Amasezerano y'impano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA) nk'urwego ruyobora ikigega gihuriweho n'abaterakunga ba gahunda yo gushyigikira imicungire y'urwego rw'ingufu, yerekanye n'impano ingana na miliyoni icumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo kunoza iyegerezwa ry'amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2020</p>	<p>Seen to be annexed to Presidential Order n° 001/01 of 05/02/2021 ratifying the Grant Agreement, between the Republic of Rwanda and the International Development Association (IDA) acting as administrator of the Energy Sector Management Assistance Program Multi Donor Trust Fund for the Energy Access and Quality Improvement Project, relating to the grant of ten million American Dollars (USD 10,000,000) for energy access and quality improvement Project, signed at Kigali, Rwanda, on 24 September 2020</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 001/01 du 05/02/2021 ratifiant l'Accord de don entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en tant qu'administrateur du Fonds multidonateur d'affectation spéciale du Programme d'assistance à la gestion du secteur de l'énergie, relatif au don de dix millions de Dollars Américains (10.000.000 USD) pour le projet d'amélioration de l'accès à l'énergie et de sa qualité, signé à Kigali, au Rwanda, le 24 septembre 2020</p>
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Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 002/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) YEREKERANYE N'INGUZANYO INGANA NA MILIYARI UMUNANI NA MILYONI MIRONGO INANI N'IBIHUMBI MAGANA ABIRI Z'AMAYENI Y'UBUYAPANI (8.080.200.000 ₣) N'IMPANO INGANA NA MILYONI MIRONGO ITANU N'ENYE N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (54.600.000 DTS) AGENEWE UMUSHINGA WO KUNOZA IYEGEREZWA RY'AMASHANYARAZI KU BATURAGE N'UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 24 NZERI 2020</p>	<p>PRESIDENTIAL ORDER N° 002/01 OF 05/02/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) RELATING TO THE CREDIT OF EIGHT BILLION, EIGHTY MILLION, TWO HUNDRED THOUSAND JAPANESE YEN (JPY 8,080,200,000) AND TO THE GRANT OF FIFTY-FOUR MILLION, SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 54,600,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 24 SEPTEMBER 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 002/01 DU 05/02/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA) RELATIF AU CRÉDIT DE HUIT MILLIARDS, QUATRE-VINGTS MILLIONS, DEUX CENT MILLE YENS JAPONAIS (8.080.200.000 ₣) ET AU DON DE CINQUANTE-QUATRE MILLIONS, SIX CENT MILLE DROITS DE TIRAGE SPÉCIAUX (54.600.000 DTS) POUR LE PROJET D'AMÉLIORATION DE L'ACCÈS À L'ÉNERGIE ET DE SA QUALITÉ, SIGNÉ À KIGALI, AU RWANDA, LE 24 SEPTEMBRE 2020</p>
<p><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEKA RYA PEREZIDA N° 002/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYARI UMUNANI NA MILYONI MIRONGO INANI N'IBIHUMBI MAGANA ABIRI Z'AMAYENI Y'UBUYAPANI (8.080.200.000 ₣) N'IMPANO INGANA NA MILYONI MIRONGO ITANU N'ENYE N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (54.600.000 DTS) AGENEWE UMUSHINGA WO KUNOZA IYEGEREZWA RY'AMASHANYARAZI KU BATURAGE N'UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 24 NZERI 2020</p>	<p>PRESIDENTIAL ORDER N° 002/01 OF 05/02/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF EIGHT BILLION, EIGHTY MILLION, TWO HUNDRED THOUSAND JAPANESE YEN (JPY 8,080,200,000) AND TO THE GRANT OF FIFTY-FOUR MILLION, SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 54,600,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 24 SEPTEMBER 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 002/01 DU 05/02/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU CRÉDIT DE HUIT MILLIARDS, QUATRE-VINGTS MILLIONS, DEUX CENT MILLE YENS JAPONAIS (8.080.200.000 ₣) ET AU DON DE CINQUANTE-QUATRE MILLIONS, SIX CENT MILLE DROITS DE TIRAGE SPÉCIAUX (54.600.000 DTS) POUR LE PROJET D'AMÉLIORATION DE L'ACCÈS À L'ÉNERGIE ET DE SA QUALITÉ, SIGNÉ À KIGALI, AU RWANDA, LE 24 SEPTEMBRE 2020</p>
<p>Twebwe, KAGAME Paul, Perezida wa Republik;</p> <p>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;</p>	<p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p>	<p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176 ;</p>

<p>Dushingiye ku Itegeko n° 022/2020 ryo ku wa 31/12/2020 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekanye n'inguzanyo ingana na miliyari umunani na miliyonu mirongo inani n'ibihumbi magana abiri z'Amayeni y'Ubuyapani (8.080.200.000 ₣) n'impano ingana na miliyonu mirongo itanu n'enye n'ibihumbi magana atandatu z'Amadetesu (54.600.000 DTS) agenewe umushinga wo kunoza iyegerezwa ry'amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2020;</p> <p>Tumaze kubona Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekanye n'inguzanyo ingana na miliyari umunani na miliyonu mirongo inani n'ibihumbi magana abiri z'Amayeni y'Ubuyapani (8.080.200.000 ₣) n'impano ingana na miliyonu mirongo itanu n'enye n'ibihumbi magana atandatu z'Amadetesu (54.600.000 DTS) agenewe umushinga wo kunoza iyegerezwa ry'amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2020;</p>	<p>Pursuant to Law n° 022/2020 of 31/12/2020 approving the ratification of the financing agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eight billion, eighty million, two hundred thousand Japanese Yen (JPY 8,080,200,000) and to the grant of fifty-four million, six hundred thousand Special Drawing Rights (SDR 54,600,000) for Energy Access and Quality Improvement Project, signed at Kigali, in Rwanda, on 24 September 2020;</p> <p>Considering the Financing Agreement, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eight billion, eighty million, two hundred thousand Japanese Yen (JPY 8,080,200,000) and to the grant of fifty-four million, six hundred thousand Special Drawing Rights (SDR 54,600,000) for Energy Access and Quality Improvement Project, signed at Kigali, Rwanda, on 24 September 2020;</p>	<p>Vu la Loi n° 022/2020 du 31/12/2020 approuvant la ratification de l'accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de huit milliards, quatre-vingts millions, deux cent mille yens Japonais (8.080.200.000 ₣) et au don de cinquante-quatre millions, six cent mille Droits de Tirage Spéciaux (54.600.000 DTS) pour le projet d'amélioration de l'accès à l'énergie et de sa qualité, signé à Kigali, au Rwanda, le 24 septembre 2020;</p> <p>Considérant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de huit milliards, quatre-vingts millions, deux cent mille yens Japonais (8.080.200.000 ₣) et au don de cinquante-quatre millions, six cent mille Droits de Tirage Spéciaux (54.600.000 DTS) pour le projet d'amélioration de l'accès à l'énergie et de sa qualité, signé à Kigali, au Rwanda, le 24 septembre 2020;</p>
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Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet;	Sur proposition du Ministre des Finances et de la Planification Économique; Après examen et adoption par le Conseil des Ministres;
TWATEGETSE KANDI DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekanye n'inguzanyo ingana na miliyari umunani na miliyoni mirongo inani n'ibihumbi magana abiri z'Amayeni y'Ubuyapani (8.080.200.000 ₣) n'impano ingana na miliyoni mirongo itanu n'enye n'ibihumbi magana atandatu z'Amadetes (54.600.000 DTS) agenewe umushinga wo kunoza iyegerezwa ry'amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2020, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	HAVE ORDERED AND ORDER: <u>Article One: Ratification</u> The Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eight billion, eighty million, two hundred thousand Japanese Yen (JPY 8,080,200,000) and to the grant of fifty-four million, six hundred thousand Special Drawing Rights (SDR 54,600,000) for Energy Access and Quality Improvement Project, signed at Kigali, Rwanda, on 24 September 2020, annexed to this Order is ratified and becomes fully effective.	AVONS ARRÊTÉ ET ARRÊTONS: <u>Article premier: Ratification</u> L'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de huit milliards, quatre-vingts millions, deux cent mille yens Japonais (8.080.200.000 ₣) et au don de cinquante-quatre millions, six cent mille Droits de Tirage Spéciaux (54.600.000 DTS) pour le projet d'amélioration de l'accès à l'énergie et de sa qualité, signé à Kigali, au Rwanda, le 24 septembre 2020, annexé au présent arrêté est ratifié et sort son plein et entier effet.
<u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi	<u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Finance and Economic Planning, the Minister of	<u>Article 2: Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre

n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwaremezo bashinzwe gushyira mu bikorwa iri teka.	Foreign Affairs and International Cooperation and the Minister of Infrastructure are entrusted with the implementation of this Order.	des Affaires Etrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.
<u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 3: Commencement</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 002/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) YEREKERANYE N'INGUZANYO INGANA NA MILIYARI UMUNANI NA MILIYONI MIRONGO INANI N'IBIHUMBI MAGANA ABIRI Z'AMAYENI Y'UBUYAPANI (8.080.200.000 ₣) N'IMPANO INGANA NA MILIYONI MIRONGO ITANU N'ENYE N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (54.600.000 DTS) AGENEW UMUSHINGA WO KUNOZA IYEGEREZWA RY'AMASHANYARAZI KU BATURAGE N'UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 24 NZERI 2020</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 002/01 OF 05/02/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) RELATING TO THE CREDIT OF EIGHT BILLION, EIGHTY MILLION, TWO HUNDRED THOUSAND JAPANESE YEN (JPY 8,080,200,000) AND TO THE GRANT OF FIFTY-FOUR MILLION, SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 54,600,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 24 SEPTEMBER 2020</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 002/01 DU 05/02/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA) RELATIF AU CRÉDIT DE HUIT MILLIARDS, QUATRE-VINGTS MILLIONS, DEUX CENT MILLE YENS JAPONAIS (8.080.200.000 ₣) ET AU DON DE CINQUANTE-QUATRE MILLIONS, SIX CENT MILLE DROITS DE TIRAGE SPÉCIAUX (54.600.000 DTS) POUR LE PROJET D'AMÉLIORATION DE L'ACCÈS À L'ÉNERGIE ET DE SA QUALITÉ, SIGNÉ À KIGALI, AU RWANDA, LE 24 SEPTEMBRE 2020</p>
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**CREDIT NUMBER 6776-RW
GRANT NUMBER D721-RW**

Financing Agreement

(Energy Access and Quality Improvement Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**CREDIT NUMBER 6776-RW
GRANT NUMBER D721-RW**

FINANCING AGREEMENT

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

WHEREAS under an agreement (“Grant Agreement”) to be entered into between the Recipient and the Association, acting as an administrator of the Energy Sector Management Assistance Program Multi-Donor Trust Fund, the Association intends to provide the Recipient with a grant (“ESMAP Grant”) in an amount specified in the Grant Agreement to assist in financing the Project.

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient 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 described in Schedule 1 (*Project Description*) to this Agreement (“Project”):
 - (a) an amount equivalent to fifty-four million, six hundred thousand Special Drawing Rights (SDR 54,600,000) (“Grant”); and
 - (b) the amount of eight billion, eighty million, two hundred thousand Yen (JPY 8,080,200,000) (“Credit”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 (*Project Execution*) 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.

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- 2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) 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.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 (*Repayment Schedule*) to this Agreement.
- 2.07. The Payment Currency is Yen.

ARTICLE III — PROJECT

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Co-financing Deadline for the effectiveness of the Co-financing Agreement is the date thirty (30) days after the Effective Date.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Recipient has established the Steering Committees, as referred to in Section I.A of Schedule 2 (*Project Execution*) to this Agreement, in form and substance satisfactory to the Association;
 - (b) EDCL has appointed the Program Manager and the Project Coordinator, as referred to in Section I.A of Schedule 2 (*Project Execution*) to this Agreement, with qualifications, experience and under terms of reference acceptable to the Association;
 - (c) EDCL has prepared and adopted the EDCL-Operations Manual, as referred to in Section I.B of Schedule 2 (*Project Execution*) to this Agreement, in form and substance satisfactory to the Association;

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- (d) BRD has prepared and adopted the BRD-Operations Manual, as referred to in Section I.B of Schedule 2 (*Project Execution*) to this Agreement, in form and substance satisfactory to the Association; and
 - (e) the Subsidiary Agreements, as referred to in Section I.C of Schedule 2 (*Project Execution*) to this Agreement, have been executed between the Recipient and the Project Implementing Entities 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 Recipient's minister responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Tel:	Fax:	E-mail:
+250 25 257 7581	+250 25 257 5756	mfin@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:	E-mail:
248423 (MCI)	1-202-477-6391	rwandainfo@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Dr. Uzziel Ndagijimana

Authorized Representative

Name: Dr. Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 24-Sep-2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Rolandé Pryce

Authorized Representative

Name: Rolandé Pryce

Title: Country Manager

Date: 24-Sep-2020

SCHEDULE 1

Project Description

The objective of the Project is to improve access to modern energy for households, enterprises and public institutions and enhance the efficiency of electricity service in the Republic of Rwanda.

The Project consists of the following parts:

Part 1. Increasing Access to Grid Electricity through financing and support for,

Grid connections of new consumers, including financing of grid extensions and consumer connections in select districts in the Recipient's territory, including the districts of Gicumbi, Musanze, Rulindo, Burera, Ngororero, Nyabihu, Rubavu, Rusizi, Nyamasheke, Karongi and Rutsiro.

Part 2. Enhancing the Efficiency of Electricity Service

- (a) *Rehabilitation of Ntaruka Hydro-Power Plant* (“Ntaruka HPP”), through financing and support for, restoration of the Ntaruka HPP plant capacity to its installed capacity of 11.25 MW and upgrade of the control systems and other electromechanical equipment.
- (b) *Improve stability and reliability of the power system*, through financing and support for, installation of; (i) static voltage compensators (SVC's) at select substations to reduce overvoltage created by low loading on the transmission lines; and (ii) power system stabilizers and governing systems at select hydro-power stations.
- (c) *Improvements in the Operational Performance of EUCL*, through financing and support for, extension of EUCL's smart meter program to the distribution network including:
 - (i) completing the installation of smart meters for select EUCL large and medium size consumers;
 - (ii) start a program of installation of smart meters on network distribution transformers;
 - (iii) conduct installation of high current smart prepayment meters, both for medium voltage (MV) and low voltage (LV) consumers, to gradually shift identified post-paid customers to prepayment;

- (iv) purchase and installation of test benches for both pre-paid and post-paid meters; and
- (v) installation of a comprehensive electricity transmission and distribution network geographical information system (GIS).

Part 3. Increasing Access to Off-Grid Electricity and Clean Cooking Solutions

- (a) *Increasing Off-Grid Electricity Access*, through financing and support for:

Results Based Financing Facility to Off-grid Solar Companies (OSCs) (“RBF-OSC Facility”) through provision of results-based partial grants (“OSC Grants”) to eligible OSCs to facilitate the sale of eligible solar systems and the provision of after sale services to final beneficiaries (qualifying households and micro-enterprises), and Incremental Operating Costs of BRD for management of the RBF-OSC Facility as are not otherwise recovered by BRD through a fee charged to the eligible OSCs.

- (b) *Increasing Access to Clean Cooking Solutions*, through financing and support for:

Results Based Financing Facility for Clean Cooking Solutions (“RBF-CCS Facility”) through provision of results-based partial grants (“CCS Grants”) to Eligible Enterprises to facilitate the sale of eligible cooking technologies and products to final beneficiaries (qualifying households), and Incremental Operating Costs of BRD for management of the RBF-CCS Facility as are not otherwise recovered by BRD through a fee charged to the Eligible Enterprises.

Part 4. Technical Assistance, Institutional Capacity Building and Implementation Support

- (a) *Project Implementation support*, including hiring of additional staff in EDCL and in the PCU and sector consultants to continue to support sector management and coordination.
- (b) *Technical Assistance and impact evaluation* including, *inter alia*; (i) sector studies aimed at improving the efficiency of the energy sector performance; (ii) impact evaluation studies to help the sector make appropriate decisions during and after project implementation; (iii) policy and advisory notes required to inform sector decisions; and (iv) gender-specific activities.
- (c) *Capacity Building* across the energy sector agencies including, *inter alia*, in the following areas: energy sector planning, technical skills development, audit, compliance and gender.
- (d) *Technical assistance and institutional capacity building to support an enabling environment for the clean cooking sector development*, including, *inter alia*:

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- (i) an awareness-raising and behavior change campaign;
- (ii) market facilitation and policy and regulation review and improvement;
- (iii) stove testing and product development;
- (iv) monitoring and verification of the RBF-CCS Facility;
- (v) innovations subgrant through competitive processes to support innovative technological, business, financing approaches with preferential support to female entrepreneurs (“Innovation Grants”); and
- (vi) Incremental Operating Costs of EDCL for providing technical assistance for cooking sector development.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

Energy Development Corporation Limited (EDCL)

1. The Recipient shall:
 - (a) maintain, at all times during the implementation of the Project, the EDCL with adequate resources, facilitation, staff, powers and functions as satisfactory to the Association for purposes of implementing the Project as further detailed in the EDCL-Operations Manual;
 - (b) designate EDCL with responsibility for overall Project coordination and implementation of Parts 1, 2 and 4, including support to BRD in implementation of Part 3 of the Project (“EDCL’s Respective Part of the Project”);
 - (c) cause EDCL to maintain technical and managerial teams responsible for supporting implementation of EDCL’s Respective Part of the Project;
 - (d) cause EDCL to recruit additional relevant staff within the existing EDCL structure to provide support to ensure effective implementation of the Project, as further detailed in the EDCL-Operations Manual;
 - (e) cause EDCL and any other public or private entity responsible for the operation, financing, or oversight of the Ntaruka HPP to carry out all necessary actions, and enter into any necessary agreements, to effectuate the terms of this Agreement and the ESCP, including but not limited to the actions agreed to in the Ntaruka HPP Action Plan;
 - (f) cause EDCL to, not later than March 31 of each Fiscal Year during the implementation of the Project, prepare and furnish to the Association for the Association’s no-objection, a consolidated annual program of activities proposed for implementation under Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project during the following Fiscal Year, including the Association’s, the MDTF’s, the Co-Financiers’ and the Recipient’s respective shares of the costs; and
 - (g) cause EDCL to exchange views with the Association on each such proposed annual work plan and budget, and upon the Association’s no-

objection, implement Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project in accordance with the Agreed AWPB (provided, however, that in the event of any conflict between the Agreed AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail).

Program Coordination Unit (PCU)

2. The Recipient shall:
 - (a) establish and, throughout Project implementation, maintain, within EDCL, a program coordination unit (“Program Coordination Unit” or “PCU”), to be responsible for providing overall leadership to the Project; and
 - (b) ensure that throughout Project implementation, the PCU has adequate resources and staffing with qualifications, experience and under terms of reference acceptable to the Association, such staff to include a program manager, one project coordinator, a procurement specialist, financial management specialist, environmental and social risks management specialist, occupational health and safety specialist, contract management specialist, corporate services specialist, and such other specialists as may be necessary for Project implementation all as further detailed in the EDCL Operations Manual. The PCU will be headed by the program manager (“Program Manager”) who will report directly to the Managing Director of EDCL. The Program Manager shall have the overall responsibility for: (i) Project implementation management and coordination; and (ii) Project monitoring and evaluation and reporting. The Program Manager will be supported, within the PCU, by high level staff to head program functions such as procurement, finance, environmental and social risks management, contract management, and any other function that is deemed to require high level leadership. The PCU will house a Project coordinator (the “Project Coordinator”) who will provide the Program Manager coordination management and support for the Financing.

Development Bank of Rwanda (BRD) SPIU

3. The Recipient shall:
 - (a) designate BRD with responsibility for implementation of Part 3 of the Project, with technical support from EDCL;
 - (b) maintain, within BRD, the Single Project Implementation Unit (BRD-SPIU) throughout Project implementation, to include separate Project

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managers for each of Part 3(a) and Part 3(b), one environmental risks management specialist, one social risks management specialist, one financial management specialist, and such other specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and

- (c) 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 BRD-Operations Manual.

Project Steering Committees

4. The Recipient shall establish, and maintain during Project implementation:

- (a) a Grid Electricity Project Steering Committee (GE-PSC) to be responsible for providing high-level oversight and strategic guidance to Part 1, Part 2 and Part 4 of the Project. The GE-PSC shall be chaired by the Permanent Secretary of MININFRA and be comprised of, *inter alia*, the Permanent Secretary or Director General of MINECOFIN, and senior managers of REG, EUCL, EDCL, BRD, and such other members and mandate acceptable to the Association as further detailed in the EDCL-Operations Manual. The GE-PSC will meet at least once every calendar semester during Project implementation to review implementation progress, discuss emerging challenges, and identify mitigating measures; and
- (b) an Off-Grid and Clean Cooking Project Steering Committee (OG/CC-PSC) to be responsible for providing high-level oversight and strategic guidance to Part 3 of the Project. The OG/CC-PSC shall be chaired by the Permanent Secretary of MININFRA and be comprised of, *inter alia*, the Permanent Secretary or Director General of MINECOFIN, senior managers of REG, EUCL, EDCL, BRD, representatives from the Ministry of Environment, RSB, and Local Administrative Entities Development Agency (LODA), and such other members and mandate acceptable to the Association as further detailed in the BRD-Operations Manual. The OG/CC-PSC will meet at least once every calendar semester during Project implementation to review implementation progress, discuss emerging challenges, and identify mitigating measures.

B. Project Operations Manuals - POM

1. The Recipient shall ensure that:

- (a) Part 1, Part 2 and Part 4 of the Project is carried out by EDCL in accordance with the requirements set forth in the EDCL Operations Manual;

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- (b) Part 3(a) of the Project is carried out by BRD, with the support of EDCL, in accordance with the requirements set forth in the Off-Grid Solar RBF Operations Manual (OGS-RBF Operations Manual); and
 - (c) Part 3(b) of the Project is carried out by BRD, with the support of EDCL, in accordance with the requirements set forth in the Clean Cooking Solutions RBF Operations Manual (CCS-RBF Operations Manual) (the OGS-RBF Operations Manual and the CCS-RBF Operations Manual collectively the “BRD-Operations Manual”).
2. Each of the EDCL Operations Manual and the BRD-Operations Manual (collectively, the “Project Operations Manual” or “POM”) shall set out detailed guidelines, methods and procedures for the implementation of each PIE’s respective part of the Project, including: (a) 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 PSC, the PCU, the technical and management teams within EDCL and the BRD-SPIU, (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures; (e) internal control procedures; (f) external audit; (g) anti-corruption and fraud mitigation measures; (h) environmental and social risks management aspects; (i) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the RBF Facilities and the Innovation Grants; (j) reporting requirements, monitoring and evaluation arrangements, including procedures and reporting formats; and (k) such other arrangements and procedures as shall be required for the effective implementation of the Project.
 3. The Recipient shall ensure that the POM or any provision thereof is not assigned, amended, abrogated or waived without prior written approval of the Association.
 4. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.

C. Subsidiary Agreements.

1. *EDCL Subsidiary Agreement.* To facilitate the carrying out of EDCL’s Respective Part of the Project, the Recipient shall make available to EDCL part of the proceeds of the Financing allocated from time to time to Categories (1), (2), and (4) of the table set forth in Section III.1 of this Schedule and under a subsidiary agreement (“EDCL Subsidiary Agreement”) between the Recipient and EDCL, under terms and conditions approved by the Association, which shall include the following: (a) the principal amount of the financing made available under the EDCL Subsidiary Financing Agreement; (b) the financing terms of the subsidiary financing to be made available under the EDCL Subsidiary Financing Agreement;

and (c) the right of the Recipient to suspend or terminate the right of EDCL to use said proceeds of the said financing, and to obtain a refund of all or any part of the amount of the subsidiary financing then withdrawn, upon the failure of the EDCL to perform any of its obligations under the EDCL Subsidiary Financing Agreement.

2. *BRD Subsidiary Agreement.* To facilitate the carrying out of Part 3 of the Project, the Recipient shall make available to the BRD part of the proceeds of the Financing allocated from time to time to Category (3) of the table set forth in Section III.1 of this Schedule under a subsidiary financing agreement between the Recipient and BRD (the “BRD Subsidiary Financing Agreement”), under terms and conditions approved by the Association, which shall include the following: (a) the principal amount of the financing made available under the BRD Subsidiary Financing Agreement; (b) the financing terms of the subsidiary financing to be made available under the BRD Subsidiary Financing Agreement; and (c) the right of the Recipient to suspend or terminate the right of the BRD to use said proceeds of the said financing, and to obtain a refund of all or any part of the amount of the subsidiary financing then withdrawn, upon the failure of BRD to perform any of its obligations under the BRD Subsidiary Financing Agreement.
3. The Recipient shall exercise its rights under each of the EDCL Subsidiary Agreement and the BRD Subsidiary Agreement (collectively, the “Subsidiary Agreements”) in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreements or any of their provisions.

D. RBF Facilities and Innovation Grants

1. The Recipient shall cause BRD and EDCL to avail the RBF Facilities under Part 3 and Innovation Grants under Part 4(D)(v) respectively (“Sub-financing”) to Grant Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association and set forth in the BRD Operations Manual and the EDCL Operations Manual respectively.
2. The Recipient shall cause BRD and EDCL respectively to make each Sub-financing under a Sub-financing Agreement with the respective Grant Beneficiary on terms and conditions approved by the Association, which shall include the following:
 - (a) the Project Implementing Entity shall obtain rights adequate to protect its interests and those of the Association and the Recipient, including the right to: (i) suspend or terminate the right of the Grant Beneficiary to use the proceeds of the Sub-financing, or obtain a refund of all or any part of the amount of the Sub-financing then withdrawn, upon the Grant

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Beneficiary's failure to perform any of its obligations under the Sub-financing Agreement;

- (b) require each Grant Beneficiary to: (i) 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 grant or loan proceeds other than the Recipient; (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods, works and services to be financed out of the Sub-financing in accordance with the provisions of the Procurement Regulations; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-project and the achievement of its objectives;
 - (c) require each Grant Beneficiary to; (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (ii) enable the Recipient and the Association to inspect the Sub-project, its operation and any relevant records and documents; and (iii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
3. The Recipient shall cause the Project Implementing Entities to exercise their rights under each Sub-financing Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall ensure that the Project Implementing Entities shall not assign, amend, abrogate or waive any Sub-financing Agreement or any of its provisions.
- E. Environmental and Social Standards.**
- 1. The Recipient shall, and shall cause the Project Implementing Entities to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
 - 2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entities to, ensure that the Project is implemented in

accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entities to, ensure that:

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

all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

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

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish, and cause the Project Implementing Entities to furnish, to the Association each Project Report not later than forty-five (45) days 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 Financing Allocated (expressed in JPY)	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 and Incremental Operating Costs under Part 1 of the Project (EDCL)	4,848,100,000	32,700,000	Such percentage as agreed to among the Recipient and the Association, as per the Agreed AWPB (of which 50%

			from Credit & 50% from Grant)
(2)			
(a) Goods, works, non-consulting services, and consulting services under Part 2(a) of the Project (EDCL)	592,545,000	4,000,000	100% (50% from Credit & 50% from Grant)
(b) Goods, works, non-consulting services, consulting services and Incremental Operating Costs under Part 2(b) and (c) of the Project (EDCL)	1,023,490,000	6,900,000	100% (50% from Credit & 50% from Grant)
(3)			
(a) OSC Grants and Incremental Operating Costs under Part 3(a) of the Project (BRD)	808,020,000	5,460,000	
(b) CCS Grants and Incremental Operating Costs under Part 3(b) of the Project (BRD)	538,680,000	3,640,000	100% (50% from Credit & 50% from Grant)
(4)			
(a) Non-consulting services, consulting services, Training and Incremental Operating Costs	107,735,000	728,000	Such percentage as agreed to among the Recipient and the

under Part 4(a) of the Project (EDCL)			Association, as per the Agreed AWPB (of which 50% from Credit & 50% from Grant)
(b) Non-consulting services, consulting services, Training and Incremental Operating Costs under Parts 4(b) and 4(c) of the Project (EDCL)	161,630,000	1,172,000	100% (50% from Credit & 50% from Grant)
TOTAL AMOUNT	8,080,200,000	54,600,000	

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, except that withdrawals up to an aggregate amount not to exceed JPY 1,616,040,000 may be made, from the Credit and SDR 10,920,000 from the Grant for payments made prior to this date but on or after June 1, 2020, for Eligible Expenditures under Category 1, 2 and 4, in pro-rata basis;
 - (b) for payments made under Category 2(a), until and unless the Recipient has, in form and substance satisfactory to the Association, completed all of the following actions:
 - (i) prepared and submitted to the Association a revised written audit report of the Ntaruka HPP, its appurtenance and its performance history, that reviews and evaluates the Ntaruka HPP's operation and maintenance procedures and provides findings and recommendations for any remedial work or safety-related measures necessary to rehabilitate Ntaruka HPP (the "Ntaruka HPP Audit Report"). The Ntaruka HPP Audit Report shall be prepared and completed by qualified independent experts, including at least one hydrologist, and finalized in accordance

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with the findings of the experts and comments provided by the Association to meet the requirements of ESS4, including all the information listed in ESS4, Annex 1, paragraph 14;

- (ii) agreed with the Association on a remedial action plan to rehabilitate the Ntaruka HPP based in part on the recommendations contained in the Ntaruka HPP Audit Report (the “Ntaruka Action Plan”);
 - (iii) disclosed and consulted with stakeholders regarding the Ntaruka HPP Audit Report and Ntaruka HPP Action Plan. Such consultations shall be consistent with ESS10 and will be conducted in a manner appropriate under the circumstances of a possible ongoing COVID-19 pandemic; and
- (c) for payments made under Category 3(b), unless and until the Category 1 of the ESMAP Grant under the Grant Agreement has been fully disbursed.
2. The Closing Date is December 31, 2026.

Section IV. Other Undertakings

1. The Recipient shall cause EDCL, no later than ninety (90) days after receipt, to deposit into the Electricity Connections Contributions Account the cash contributions for new electricity connections related to the Project.

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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 December 1, 2026 to and including June 1, 2058	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. “Agreed AWPB” means the program of activities and budget under Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project agreed each Fiscal Year between the Recipient and the Association for implementation during the following Fiscal Year, in accordance with Section I.A.1. of Schedule 2 to this Agreement, as the same may be revised from time to time in accordance with said Section.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
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 (3) of the Financing for purposes of carrying out Part 3 of the Project, in accordance with the BRD Subsidiary Agreement and the BRD Operations Manual, and referred to in Section I.C. of Schedule 2 to this Agreement.
7. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
8. “Co-financier” means the Agence Française de Développement (AFD).
9. “Co-financing” means, for purposes of paragraph 14 of the Appendix to the General Conditions, an amount of [Euro 80,000,000], to be provided by the Co-financier to assist in financing the Project.

10. “Co-financing Agreement” means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.
11. “EDCL” or “Energy Development Corporation Limited” means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient's Law No. 17/2018 of April 13, 2018, governing companies, or any legal successor thereto.
12. “EDCL Subsidiary Agreement” means the agreement to be entered into between the Recipient and EDCL and referred to in Section I.C. of Schedule 2 to this Agreement.
13. “EDCL Subsidiary Financing” means the proceeds of the Financing to be provided to EDCL under Categories (1) (2) and (4) of the Financing for purposes of carrying out Part 1, Part 2 and Part 4 of the Project, in accordance with the EDCL Subsidiary Agreement and the EDCL Operations Manual, and referred to in Section I.C. of Schedule 2 to this Agreement.
14. “Electricity Connections Contributions Account” means the account held by EDCL’s “Electricity Access Roll-out Program” at the National Bank of Rwanda (BNR) for the purposes of receiving transfers from EUCL of customer contributions towards the connection costs, as collected by EUCL as part of its general bill collection.
15. “Eligible Enterprises” means enterprises engaged in the production and/or marketing and sale of improved and modern cooking solutions and selected in accordance with criteria laid out in the BRD Operations Manual or EDCL Operations Manual for the receipt of CCS Grants under Part 3(b) or Innovation Grants under Part 4(d)(v) of the Project.
16. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated July 28, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
17. “Environmental and Social Standards” or “ESSs” means, collectively:
(i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”;

- (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
18. “Energy Utility Corporation Limited” or “EUCL” means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient’s Law No. 27/2018 of April 13, 2018, governing companies, or any legal successor thereto.
19. “Fiscal Year” means each fiscal year of the Recipient commencing on July 1 and ending on June 30 of the subsequent year.
20. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018, with the modifications set forth in Section II of this Appendix.
21. “Grant Beneficiary” means each of eligible Off-grid Solar Companies under Part 3(a) or Eligible Enterprises under Part 3(b) or Part 4(d)(v) of the Project, together referred to as “Grant Beneficiaries”.
22. “Incremental Operating Costs” means the reasonable incremental operating expenses, approved by the Association, incurred by a Project Implementing Entity on account of the Project implementation, management and monitoring, including salaries of Project implementation support staff, but excluding the salaries of officials and public servants of the Recipient’s civil service.
23. “Ntaruka HPP Audit Report” has the meaning given to that term in Schedule 2, Section III, paragraph B.1(b)(i) to this Agreement.
24. “Ntaruka HPP Action Plan” has the meaning given to that term in Schedule 2, Section III, paragraph B.1(b)(ii) to this Agreement.
25. “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.
26. “Project Implementing Entities” means collectively EDCL and BRD.

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27. “Project Implementing Entity” means each of EDCL and BRD.
28. “RBF Facilities” means the Results Based Financing Facility to eligible Off-grid Solar Companies under Part 3(a) of the Project and the Results Based Financing Facility for Clean Cooking Solutions to Eligible Enterprises under Part 3(b) of the Project.
29. “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.
30. “Sub-project” means a sub-project to be identified and appraised by BRD or EDCL as relevant in accordance with the BRD Operations Manual and the EDCL Operations Manual respectively for purposes of receipt of Sub-financing under the RBF Facilities or the Innovation Grants as applicable.
31. “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.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

References in the General Conditions to “Project Implementing Entity” are replaced, *mutatis mutandis*, with the term “Project Implementing Entities”;

References in the General Conditions to “Subsidiary Agreement” are replaced, *mutatis mutandis*, with the term “Subsidiary Agreements”;

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 002/01 ryo ku wa 05/02/2021 ryemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA) yerekeranye n'inguzanyo ingana na miliyari umunani na miliyoni mirongo inani n'ibihumbi magana abiri z'Amayeni y'Ubuyapani (8.080.200.000 ¥) n'impano ingana na miliyoni mirongo itanu n'enye n'ibihumbi magana atandatu z'Amadetes (54.600.000 DTS) agenewe umushinga wo kunoza iyegerezwa ry'amashanyarazi ku baturage n'ubuziranenge bwayo, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2020</p>	<p>Seen to be annexed to Presidential Order n° 002/01 of 05/02/2021 ratifying the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA) relating to the credit of eight billion, eighty million, two hundred thousand Japanese Yen (JPY 8,080,200,000) and to the grant of fifty-four million, six hundred thousand Special Drawing Rights (SDR 54,600,000) for energy access and quality improvement Project, signed at Kigali, Rwanda, on 24 September 2020</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 002/01 du 05/02/2021 ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA) relatif au crédit de huit milliards, quatre-vingts millions, deux cent mille yens Japonais (8.080.200.000 ¥) et au don de cinquante-quatre millions, six cent mille Droits de Tirage Spéciaux (54.600.000 DTS) pour le projet d'amélioration de l'accès à l'énergie et de sa qualité, signé à Kigali, au Rwanda, le 24 septembre 2020</p>
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Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 003/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBLIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA WO GUSHYIRaho IKIGEGA CYO KUZAHURA UBUKUNGU BWAZAHAJWE NA COVID-19, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 05 UGUSHYINGO 2020</p>	<p>PRESIDENTIAL ORDER N° 003/01 OF 05/02/2021 RATIFYING THE LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR COVID-19 ECONOMIC RECOVERY FUND PROJECT, SIGNED AT KIGALI, RWANDA, ON 05 NOVEMBER 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 003/01 DU 05/02/2021 RATIFIANT L'ACCORD DE PRÊT ENTRE LE FONDS DE L'OPEC POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE QUINZE MILLIONS DE DOLLARS AMÉRICAINS (15.000.000 USD) POUR LE PROJET DU FONDS DE RELANCE ÉCONOMIQUE COVID-19, SIGNÉ À KIGALI AU RWANDA, LE 05 NOVEMBRE 2020</p>
<p><u>ISHAKIRO</u></p> <p><u>Iningo ya mbere:</u> Kwemeza burundu</p> <p><u>Iningo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Iningo ya 3 :</u> Igihe iri teka ritangirira gukurikizwa</p>	<p><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEKA RYA PEREZIDA N° 003/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBLIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA WO GUSHYIRAHO IKIGEGA CYO KUZAHURA UBUKUNGU BWAZAHAJWE NA COVID-19, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 05 UGUSHYINGO 2020</p>	<p>PRESIDENTIAL ORDER N° 003/01 OF 05/02/2021 RATIFYING THE LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR COVID-19 ECONOMIC RECOVERY FUND PROJECT, SIGNED AT KIGALI, RWANDA, ON 05 NOVEMBER 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 003/01 DU 05/02/2021 RATIFIANT L'ACCORD DE PRÊT ENTRE LE FONDS DE L'OPEC POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE QUINZE MILLIONS DE DOLLARS AMÉRICAINS (15.000.000 USD) POUR LE PROJET DU FONDS DE RELANCE ÉCONOMIQUE COVID-19, SIGNÉ À KIGALI AU RWANDA, LE 05 NOVEMBRE 2020</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>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;</p> <p>Dushingiye ku Itegeko n° 001/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu</p>	<p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n° 001/2021 of 04/02/2021 approving the ratification of the</p>	<p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p> <p>Vu la Loi n° 001/2021 du 04/02/2021 approuvant la ratification de l'Accord de prêt</p>

<p>Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC, yerekerye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe Umushinga wo Gushyiraho Ikigega cyo Kuzahura Ubukungu bwazahajwe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda, ku wa 05 Ugushyingo 2020;</p>	<p>Loan Agreement between the Republic of Rwanda and the OPEC Fund for International Development, relating to the loan of fifteen million American Dollars (USD 15,000,000) for COVID-19 Economic Recovery Fund Project, signed at Kigali, Rwanda on 05 November 2020;</p>	<p>entre la République du Rwanda et le Fonds de l'OPEC pour le Développement International, relatif au prêt de quinze millions de dollars américains (15.000.000 USD) pour le Projet du Fonds de Relance Économique COVID-19, signé à Kigali au Rwanda, le 05 novembre 2020;</p>
<p>Tumaze kubona Amasezerano y'Inguzanyo hagati y'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC na Repubulika y'u Rwanda, yerekerye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe Umushinga wo Gushyiraho Ikigega cyo Kuzahura Ubukungu bwazahajwe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda, ku wa 05 Ugushyingo 2020;</p>	<p>Considering the Loan Agreement between the OPEC Fund for International Development and the Republic of Rwanda, relating to the loan of fifteen million American Dollars (USD 15,000,000) for COVID-19 Economic Recovery Fund Project, signed at Kigali, Rwanda, on 05 November 2020;</p>	<p>Considérant l'Accord de prêt entre le Fonds de l'OPEC pour le Développement International et la République du Rwanda, relatif au prêt de quinze millions de dollars américains (15.000.000 USD) pour le Projet du Fonds de Relance Économique COVID-19, signé à Kigali au Rwanda, le 05 novembre 2020;</p>
<p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p>	<p>On proposal by the Minister of Finance and Economic Planning;</p>	<p>Sur proposition du Ministre des Finances et de la Planification Économique;</p>
<p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p>	<p>After consideration and approval by the Cabinet meeting;</p>	<p>Après examen et adoption par le Conseil des Ministres;</p>
<p>TWATEGETSE KANDI DUTEGETSE:</p>	<p>HAVE ORDERED AND ORDER:</p>	<p>AVONS ARRÊTÉ ET ARRÊTONS:</p>

<u>Iningo ya mbere: Kwemeza burundu</u>	<u>Article One: Ratification</u>	<u>Article premier: Ratification</u>
<p>Amasezerano y'Inguzanyo hagati y'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyoni cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe Umushinga wo Gushyiraho Ikigega cyo Kuzahura Ubukungu bwazahajwe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda, ku wa 05 Ugushyingo 2020, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p>	<p><u>Article One: Ratification</u></p> <p>The Loan Agreement between the OPEC Fund for International Development and the Republic of Rwanda, relating to the loan of fifteen million American Dollars (USD 15,000,000) for COVID-19 Economic Recovery Fund Project, signed at Kigali, Rwanda, on 05 November 2020, annexed to this Order is ratified and becomes fully effective.</p>	<p><u>Article premier: Ratification</u></p> <p>L'Accord de prêt entre le Fonds de l'OPEC pour le Développement International et la République du Rwanda, relatif au prêt de quinze millions de dollars américains (15.000.000 USD) pour le Projet du Fonds de Relance Économique COVID-19, signé à Kigali au Rwanda, le 05 novembre 2020, annexé au présent arrêté est ratifié et sort son plein et entier effet.</p>
<p><u>Iningo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi na Minisitiri w'Ubutwera bashinzwe gushyira mu bikorwa iri teka.</p>	<p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Finance and Economic Planning and the Minister of Foreign Affairs and International Cooperation are entrusted with the implementation of this Order.</p>	<p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Économique et le Ministre des Affaires Étrangères et de la Coopération Internationale sont chargés de l'exécution du présent arrêté.</p>
<p><u>Iningo ya 3: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>

Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 003/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBLIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI N'ESHANU Z'AMADOLARI Y'ABANYAMERIKA (15.000.000 USD) AGENEWE UMUSHINGA WO GUSHYIRAHO IKIGEGA CYO KUZAHURA UBUKUNGU BWAZAHAJWE NA COVID-19, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 05 UGUSHYINGO 2020	ANNEX TO PRESIDENTIAL ORDER N° 003/01 OF 05/02/2021 RATIFYING THE LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF FIFTEEN MILLION AMERICAN DOLLARS (USD 15,000,000) FOR COVID-19 ECONOMIC RECOVERY FUND PROJECT, SIGNED AT KIGALI, RWANDA, ON 05 NOVEMBER 2020	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 003/01 DU 05/02/2021 RATIFIANT L'ACCORD DE PRÊT ENTRE LE FONDS DE L'OPEC POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE QUINZE MILLIONS DE DOLLARS AMÉRICAINS (15.000.000 USD) POUR LE PROJET DU FONDS DE RELANCE ÉCONOMIQUE COVID-19, SIGNÉ À KIGALI AU RWANDA, LE 05 NOVEMBRE 2020
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The OPEC Fund for International Development

LOAN NO. 14655P

COVID-19 ECONOMIC RECOVERY FUND PROJECT

LOAN AGREEMENT

BETWEEN

THE OPEC FUND FOR
INTERNATIONAL DEVELOPMENT

AND

THE REPUBLIC OF RWANDA

The OPEC Fund for International Development

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

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

Whereas, OPEC Fund has approved a loan to the Borrower in the amount of fifteen million Dollars (\$ 15,000,000) upon the terms and conditions set forth hereinafter (“Loan”).

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

Article 1 GENERAL CONDITIONS; DEFINITIONS

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

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

- (a) “Authorized Representative” of the Borrower means its Minister of Finance and Economic Planning;
- (b) “Closing Date” means June 30, 2021;
- (c) “Date of Repayment” means the date of each semi-annual repayment of the Loan as set forth in Schedule 3;
- (d) “Dollar” and the sign “\$” mean and refer to the lawful currency of the United States of America;

The OPEC Fund for International Development

- (e) "Eligible Expenditure Commencement Date" means July 24, 2020;
- (f) "Executing Agency" means the National Bank of Rwanda;
- (g) "General Conditions" means the General Conditions Applicable to Public Sector Loan Agreements, June 2019; and
- (h) "Grace Period" means the period beginning on the Date of the Agreement and ending five (5) years from that Date.

* * *

Article 2 THE LOAN

2.01 OPEC Fund agrees to lend to the Borrower and the Borrower agrees to borrow from OPEC Fund the Loan in the amount of fifteen million Dollars (\$ 15,000,000) on the terms and conditions set forth in this Agreement.

2.02 The Borrower shall pay interest at the rate of one and a quarter of one per cent (1.25%) per annum on the principal amount of the Loan withdrawn and outstanding.

2.03 The Borrower shall pay a Service Charge at the rate of one per cent (1%) per annum on the principal amount of the Loan withdrawn and outstanding.

2.04 Interest and Service Charges shall be paid semi-annually on May 15 and November 15 in each year into OPEC Fund Account.

2.05 The Borrower shall repay the principal of the Loan in Dollars, or in any other freely convertible currency acceptable to OPEC Fund in an amount equivalent to the Dollar amount due according to the market exchange rate prevailing at the time and place of repayment. Repayment shall commence immediately following the end of the Grace Period and shall be effected in thirty (30) semi-annual instalments each in an amount determined by OPEC Fund as

The OPEC Fund for International Development

specified in Schedule 3 (AMORTIZATION) for the respective Date of Repayment.

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

* * *

Article 3 EFFECTIVENESS

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

- (a) satisfactory evidence that the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized and ratified according to the constitutional requirements of the Borrower; and
- (b) a certificate issued by the Minister of Justice or the Attorney General or any other competent legal authority of the Borrower confirming that this Agreement has been duly authorized and ratified by the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms.

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

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

* * *

The OPEC Fund for International Development

Article 4 DISBURSEMENT

4.01 The Loan shall be disbursed in two tranches, with the first payment of twelve million dollars (\$ 12,000,000) (representing 80% of the Loan) to be disbursed within three (3) months after the Date of Effectiveness (or such other period as OPEC Fund in its sole discretion shall determine) ("First Tranche") and the second payment of three million dollars (\$ 3,000,000) (representing the remaining 20% of the Loan) ("Second Tranche") to be disbursed upon the Borrower's confirmation of the satisfactory utilization and submission of proof of payment of Eligible Expenditures acceptable to OPEC Fund of fifty percent (50%) of the First Tranche.

4.02 Disbursements shall be made in accordance with relevant sections of this Agreement, the General Conditions and OPEC Fund's Disbursement Procedures.

4.03 The Borrower shall submit to OPEC Fund within a period not exceeding three (3) months of the payment of the Second Tranche, a Project Completion Report audited by the Auditor General of the Borrower, evidencing full utilization of the Loan, in accordance with Section 7.05 of the General Conditions.

* * *

The OPEC Fund for International Development

Article 5 ADDRESSES

4.01 The parties' addresses are as specified below:

For the OPEC Fund:

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

For the Borrower:

Ministry of Finance and Economic Planning
B.P. 158
Kigali
RWANDA
Facsimile: (+250-252) 577581

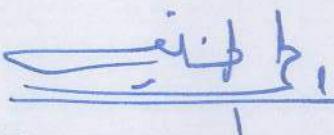
* * *

The OPEC Fund for International Development

LOAN NO. 14655P

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

FOR THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT:

Signature: 

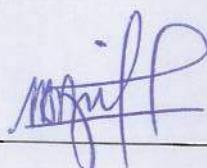


Name: Abdulhamid Alkhaila

Title: Director-General

Date: October 23, 2020

FOR THE BORROWER:

Signature: 



Name: Dr Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 05/11/2020

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA COVID-19 ECONOMIC RECOVERY FUND PROJECT

SCHEDULE 1 PROJECT DESCRIPTION

The main objective of the Project is to support the government of Rwanda's general efforts in mobilising at least USD 200 million for the Economic Recovery Fund (ERF), which has been set up to support businesses heavily impacted by the COVID-19 related restrictions, those exposed to consumer discretionary spending and those with global supply chains that have been disrupted. To be eligible for ERF support, businesses must demonstrate that (i) they were able to service their respective level of debt prior to the outbreak, (ii) they were in sound financial health prior to the pandemic shock, and (iii) show a decline in turnover compared to the same period in 2019. ERF's beneficiaries are mainly in the tourism, manufacturing (agri-processing), transportation and logistics sector, as well as Small and Medium Enterprises (SMEs) linked to the domestic and global supply chain. More specifically, the Project will enable eligible businesses to pay their employees' salaries for the duration of the lockdown and to commit to maintaining their employees during the support period, via funds received through the ERF. The Project comprises the following two financing facilities:

A. Facility I

This financing facility shall support the tourism sector by restructuring existing bank loans to the tourism sector such as hotels through the National Bank of Rwanda (BNR), in accordance with terms and conditions laid out in the following table:

	Conditions	Terms
BNR to Banks	N/A	Maturity period: 15 years Grace Period: 5 years Interest rate: 0%
Banks to Borrowers	i) performing loans only; ii) applicable on 35% of outstanding loans; and iii) outstanding loans as of May 31, 2020	Maturity period: 15 years Grace Period: 3 years Interest rate: 5%

The OPEC Fund for International Development

B. Facility II

This financing facility shall provide lines of credit to large corporates, SMEs, Microbusiness institutions and Savings and Credit Co-operative Organisation (SACCOs), as well as guarantee schemes through the Business Development Fund (BDF) targeting the vulnerable in the informal economy, in accordance with terms and conditions laid out in the following table:.

	Conditions	Terms
BNR to Banks	N/A	Maturity period: 10 years Grace period: 3 years Interest rate: 3%
Banks to Clients (collateral to be agreed with banks)	- Proof of at least 50% losses year-on-year (Jan.- May 2020 vs. Jan. - May 2019) based on VAT returns; - Class 1 or Class 2 borrower as evidence of debt repayment track record; - Rwanda Revenue Authority tax clearance certificate as evidence of good tax standing	N/A
BNR to Micro-finance institutions (MFIs) (no collateral)	N/A	Maturity period: 10 years Grace period: 3 years Interest rate: 0%
MFIs to Clients	N/A	Maturity period: 2 years Grace period: 3 months Interest rate: 8%
Business Development Fund to Partial Guarantee Fund	- Coverage of up to 75% of the borrowed amount	- BDF fee: 0.25% of principal guaranteed - USD 3 million for loan guarantees to SMEs & Micro Businesses

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA COVID-19 ECONOMIC RECOVERY FUND PROJECT

SCHEDULE 2 LOAN ALLOCATION

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

Component	Amount of the Loan Allocated (Expressed in Dollars)	Percentage of Total Expenditures to be Financed
Facility I	--	--
Facility II	15,000,000	100
Total	15,000,000	

2. Notwithstanding the allocation of the Loan proceeds or the disbursement percentage set forth in paragraph 1 above, if OPEC Fund has reasonably estimated that the amount of the Loan then allocated to the component specified above will be insufficient to finance the agreed percentage of all expenditures in that component, OPEC Fund may, by notice to the Borrower, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals in respect of the said component may continue until all expenditures thereunder shall have been made.

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA COVID-19 ECONOMIC RECOVERY FUND PROJECT

SCHEDULE 3 AMORTIZATION

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

<u>No.</u>	<u>Date of Repayment</u>	<u>Amount Due</u> (Expressed in Percentage)
1	November 15, 2025	3.33
2	May 15, 2026	3.33
3	November 15, 2026	3.33
4	May 15, 2027	3.33
5	November 15, 2027	3.33
6	May 15, 2028	3.33
7	November 15, 2028	3.33
8	May 15, 2029	3.33
9	November 15, 2029	3.33
10	May 15, 2030	3.33
11	November 15, 2030	3.33
12	May 15, 2031	3.33
13	November 15, 2031	3.33
14	May 15, 2032	3.33
15	November 15, 2032	3.33
16	May 15, 2033	3.33
17	November 15, 2033	3.33
18	May 15, 2034	3.33
19	November 15, 2034	3.33
20	May 15, 2035	3.33
21	November 15, 2035	3.33
22	May 15, 2036	3.33
23	November 15, 2036	3.33

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 003/01 ryo ku wa 05/02/2021 ryemeza burundu Amasezerano y'Inguzanyo hagati y'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC na Repubulika y'u Rwanda, yerekanye n'inguzanyo ingana na miliyon i cumi n'eshanu z'Amadolari y'Abanyamerika (15.000.000 USD) agenewe Umushinga wo Gushyiraho Ikigega cyo Kuzahura Ubukungu bwazahajwe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda, ku wa 05 Ugushyingo 2020,</p>	<p>Seen to be annexed to Presidential Order n° 003/01 of 05/02/2021 ratifying the Loan Agreement between the OPEC Fund for International Development and the Republic of Rwanda, relating to the loan of fifteen million American Dollars (USD 15,000,000) for COVID-19 Economic Recovery Fund Project, signed at Kigali, Rwanda, on 05 November 2020,</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 003/01 du 05/02/2021 ratifiant l'Accord de prêt entre le Fonds de l'OPEC pour le Développement International et la République du Rwanda, relatif au prêt de quinze millions de dollars américains (15.000.000 USD) pour le Projet du Fonds de Relance Économique COVID-19, signé à Kigali au Rwanda, le 05 novembre 2020</p>
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Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 004/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'IMPANO INGANA NA MILIYONI MIRONGO ITANU N'EBYIRI N'IBIHUMBI MAGANA CYENDA Z'AMADETESI (52.900.000 DTS) N'INGUZANYO INGANA NA MILYARI ZIRINDWI NA MILIYONI MAGANA CYENDA NA MIRONGO INE N'ENYE N'IBIHUMBI MAGANA ANE Z'AMAYENI Y'UBUYAPANI (7.944.400.000 JPY) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJIYI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 UGUSHYINGO 2020</p>	<p>PRESIDENTIAL ORDER N° 004/01 OF 05/02/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF FIFTY-TWO MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 52,900,000) AND CREDIT OF SEVEN BILLION NINE HUNDRED FORTY-FOUR MILLION FOUR HUNDRED THOUSAND JAPANESE YEN (JPY 7,944,400,000) FOR THE SECOND RWANDA URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 12 NOVEMBER 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 004/01 DU 05/02/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE CINQUANTE-DEUX MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPÉCIAUX (52.900.000 DTS) ET AU CRÉDIT DE SEPT MILLIARDS NEUF CENT QUARANTE-QUATRE MILLIONS QUATRE CENT MILLE YEN JAPONAIS (7.944.400.000 JPY) POUR LE SECOND PROJET DE DÉVELOPPEMENT URBAIN AU RWANDA, SIGNÉ À KIGALI AU RWANDA, LE 12 NOVEMBRE 2020</p>
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<p>ITEKA RYA PEREZIDA N° 004/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'IMPANO INGANA NA MILYONI MIRONGO ITANU N'EBYIRI N'IBIHUMBI MAGANA CYENDA Z'AMADETESI (52.900.000 DTS) N'INGUZANYO INGANA NA MILYARI ZIRINDWI NA MILYONI MAGANA CYENDA NA MIRONGO INE N'ENYE N'IBIHUMBI MAGANA ANE Z'AMAYENI Y'UBUYAPANI (7.944.400.000 JPY) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 UGUSHYINGO 2020</p>	<p>PRESIDENTIAL ORDER N° 004/01 OF 05/02/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF FIFTY- TWO MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 52,900,000) AND CREDIT OF SEVEN BILLION NINE HUNDRED FORTY-FOUR MILLION FOUR HUNDRED THOUSAND JAPANESE YEN (JPY 7,944,400,000) FOR THE SECOND RWANDA URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 12 NOVEMBER 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 004/01 DU 05/02/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE CINQUANTE-DEUX MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPÉCIAUX (52.900.000 DTS) ET AU CRÉDIT DE SEPT MILLIARDS NEUF CENT QUARANTE-QUATRE MILLIONS QUATRE CENT MILLE YEN JAPONAIS (7.944.400.000 JPY) POUR LE SECONDE PROJET DE DÉVELOPPEMENT URBAIN AU RWANDA, SIGNÉ À KIGALI AU RWANDA, LE 12 NOVEMBRE 2020</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>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;</p>	<p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p>	<p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p>

Dushingiye ku Itegeko n° 002/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekanye n'impano ingana na miliyon i mirongo itanu n'ebiyiri n'ibihumbi magana cyenda z'Amadetes (52.900.000 DTS) n'inguzanyo ingana na miliyari zirindwi na miliyon i magana cyenda na mirongo ine n'enye n'ibihumbi magana ane z'Amayeni y'Ubuyapani (7.944.400.000 JPY) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi, yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ugushyingo 2020;	Pursuant to Law n° 002/2021 of 04/02/2021 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-two million nine hundred thousand Special Drawing Rights (SDR 52,900,000) and credit of seven billion nine hundred forty-four million four hundred thousand Japanese Yen (JPY 7,944,400,000) for the Second Urban Development Project, signed at Kigali, Rwanda, on 12 November 2020;	Vu la Loi n° 002/2021 du 04/02/2021 approuvant la ratification de l'Accord de Financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-deux millions neuf cent mille Droits de Tirage Spéciaux (52.900.000 DTS) et au crédit de sept milliards neuf cent quarante-quatre millions quatre cent mille Yen Japonais (7.944.400.000 JPY) pour le Second Projet de Développement Urbain, signé à Kigali au Rwanda, le 12 novembre 2020;
Tumaze kubona Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekanye n'impano ingana na miliyon i mirongo itanu n'ebiyiri n'ibihumbi magana cyenda z'Amadetes (52.900.000 DTS) n'inguzanyo ingana na miliyari zirindwi na miliyon i magana cyenda na mirongo ine n'enye n'ibihumbi magana ane z'Amayeni y'Ubuyapani (7.944.400.000 JPY) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Ugushyingo 2020;	Considering the Financing Agreement, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-two million nine hundred thousand Special Drawing Rights (SDR 52,900,000) and credit of seven billion nine hundred forty-four million four hundred thousand Japanese Yen (JPY 7,944,400,000) for the Second Rwanda Urban Development Project, signed at Kigali, Rwanda, on 12 November 2020;	Considérant l'Accord de Financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-deux millions neuf cent mille Droits de Tirage Spéciaux (52.900.000 DTS) et au crédit de sept milliards neuf cent quarante-quatre millions quatre cent mille Yen Japonais (7.944.400.000 JPY) pour le Second Projet de Développement Urbain au Rwanda, signé à Kigali au Rwanda, le 12 novembre 2020;
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 kubiszuma no kubyemeza;	After consideration and approval by the Cabinet meeting;	Après examen et adoption par le Conseil des Ministres;
TWATEGETSE KANDI DUTEGETSE: <u>Iningo ya mbere: Kwemeza burundu</u>	HAVE ORDERED AND ORDER: <u>Article One: Ratification</u>	AVONS ARRÊTÉ ET ARRÊTONS: <u>Article premier: Ratification</u>
Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekanye n'impano ingana na miliyon i mirongo itanu n'ebiri n'ibihumbi magana cyenda z'Amadetesi (52.900.000 DTS) n'inguzanyo ingana na miliyari zirindwi na miliyon i magana cyenda na mirongo ine n'enye n'ibihumbi magana ane z'Amayeni y'Ubuyapani (7.944.400.000 JPY) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Ugushyingo 2020, ari ku mugereka w'iri teka, yemejwe burundu kandi atangije gukurikizwa uko yakabaye.	The Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-two million nine hundred thousand Special Drawing Rights (SDR 52,900,000) and credit of seven billion nine hundred forty-four million four hundred thousand Japanese Yen (JPY 7,944,400,000) for the Second Rwanda Urban Development Project, signed at Kigali, Rwanda, on 12 November 2020, annexed to this Order, is ratified and becomes fully effective.	L'Accord de Financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-deux millions neuf cent mille Droits de Tirage Spéciaux (52.900.000 DTS) et au crédit de sept milliards neuf cent quarante-quatre millions quatre cent mille Yen Japonais (7.944.400.000 JPY) pour le Second Projet de Développement Urbain au Rwanda, signé à Kigali au Rwanda, le 12 novembre 2020, annexé au présent arrêté, est ratifié et sort son plein et entier effet.
<u>Iningo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u>	<u>Article 2: Authorities responsible for the implementation of this Order</u>	<u>Article 2: Autorités chargées de l'exécution du présent arrêté</u>
Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ubutwererane na Minisitiri	The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Infrastructure are	Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération

w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka.	entrusted with the implementation of this Order.	Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.
<u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 3: Commencement</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 004/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'IMPANO INGANA NA MILIYONI MIRONGO ITANU N'EBYIRI N'IBIHUMBI MAGANA CYENDA Z'AMADETESI (52.900.000 DTS) N'INGUZANYO INGANA NA MILYARI ZIRINDWI NA MILIYONI MAGANA CYENDA NA MIRONGO INE N'ENYE N'IBIHUMBI MAGANA ANE Z'AMAYENI Y'UBUYAPANI (7.944.400.000 JPY) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 UGUSHYINGO 2020</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 004/01 OF 05/02/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF FIFTY-TWO MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 52,900,000) AND CREDIT OF SEVEN BILLION NINE HUNDRED FORTY-FOUR MILLION FOUR HUNDRED THOUSAND JAPANESE YEN (JPY 7,944,400,000) FOR THE SECOND RWANDA URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 12 NOVEMBER 2020</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 004/01 DU 05/02/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE CINQUANTE-DEUX MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPÉCIAUX (52.900.000 DTS) ET AU CRÉDIT DE SEPT MILLIARDS NEUF CENT QUARANTE-QUATRE MILLIONS QUATRE CENT MILLE YEN JAPONAIS (7.944.400.000 JPY) POUR LE SECOND PROJET DE DÉVELOPPEMENT URBAIN, SIGNÉ À KIGALI AU RWANDA, LE 12 NOVEMBRE 2020</p>
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**CREDIT NUMBER 6789-RW
GRANT NUMBER D737-RW**

Financing Agreement

Second Rwanda Urban Development Project

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**CREDIT NUMBER 6789-RW
GRANT NUMBER D737-RW**

FINANCING AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a 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 described in Schedule 1 to this Agreement (“Project”):
 - (a) an amount equivalent to fifty-two million nine hundred thousand Special Drawing Rights (SDR 52,900,000) (“Grant”); and
 - (b) an amount equivalent to seven billion nine hundred forty-four million four hundred thousand Japanese Yen (JPY 7,944,400,000) (“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 the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) 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.

- 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 for the Credit is Yen and Dollar for the Grant.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall, carry out Parts 1(a) and 3(b)(v) of the Project through the City of Kigali (CoK), Parts 3(a) and 3(b)(i) through MININFRA, Parts 2(a) and 3(b)(ii) through the Target Secondary Cities and cause Parts 1(b) and 3(b)(iv) the Project to be carried out by REMA and cause Parts 2(b) and 3(b)(ii) to be carried out by LODA, in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreements.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following, that:
 - (a) the Subsidiary Agreements as referred to in Section I.B of Schedule 2 to this Agreement, have been executed in form and substance satisfactory to the Association; and
 - (b) the Recipient has prepared and adopted a Project Implementation Manual (“PIM”), as referred to in Section I.C of Schedule 2 to this Agreement, in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient’s Representative is the Recipient’s minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient’s address is:

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

(b) the Recipient’s Electronic Address is:

Telephone: Fax: E-mail:
+250 25 257 7581 +250 25 257 5756 mfin@minecofin.gov.rw

- 5.03. For purposes of Section 11.01 of the General Conditions: (a) The Association's address is:

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

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

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

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Uzziel Ndagijimana

Authorized Representative

Name: Uzziel Ndagijimana

Title: Minister of Finance and Economic Planning

Date: 12-Nov-2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Rolande Pryce

Authorized Representative

Name: Rolande Pryce

Title: Country Manager

Date: 06-Nov-2020

SCHEDULE 1

Project Description

The objective of the Project is to improve access to basic services, enhance resilience and strengthen integrated urban planning and management in the City of Kigali and the six secondary cities of Rwanda.

The Project consists of the following parts:

Part 1: Support to the City of Kigali (CoK).

(a) Integrated urban planning for resilient, inclusive infrastructure delivery, through financing and support for:

- (i) urban upgrading through an integrated package of investments, including detailed designs, construction supervision and preparation of environmental and social instruments, in select unplanned settlements (including Nyarugenge, Kicukiro and Gasabo districts). The urban upgrading will comprise a comprehensive menu of infrastructure investments including, access streets, street lighting, stormwater drainage, green infrastructure, solid waste collection points, onsite sanitation, water supply, community facilities, local market improvements, multi-purpose facilities and public spaces;
- (ii) flood risk reduction infrastructure in flood-prone areas located near the upgrading including the rehabilitation of culverts, bridges, channels, and drains, as well as implementation of suitable nature-based solutions (NBS) sites;
- (iii) technical assistance for development and preparation of a stormwater management master plan (SWMMP) for the CoK and for water level monitoring;
- (iv) installation of rainfall sensors and hydrological stations with water level and discharge monitoring in the urban area and wetlands of Kigali and its immediate surroundings;
- (v) technical assistance for implementation of the Kigali Master Plan 2050 including, support for the development of detailed area plans for select unplanned settlements and a feasibility study to assess the feasibility of implementing sites and services; and
- (vi) institutional capacity development of CoK to strengthen its economic and spatial planning for resilient infrastructure and

service provision in view of optimal allocation of spaces and resources, including through, support for urban management specialists, consultants to assist in training and mentoring, to develop systems and procedures, and to undertake other activities aimed at strengthening urban management functions, Trainings, and financing for equipment and tools needed to undertake urban management and urban development activities.

(b) Evidence-based, sustainable wetland management, flood risk management and greenhouse gas monitoring, through financing and support for:

- (i) design, implementation and monitoring of NBS to reduce flood risks, enhance biodiversity, and strengthen resilience of the CoK through rehabilitation of wetlands impacted by historical land-uses, such as industrial use and urbanization (such wetlands to include Gikondo, Kibumba, Rugenge, Rwintare and Nyabugogo wetlands). Wetland rehabilitation will also include support for basic infrastructure for hospitality, tourism and recreation;
- (ii) technical assistance to: (A) explore opportunities for partnerships with the private sector to invest in the rehabilitation of the wetlands and their buffer zones, including the design and piloting of innovative financing and impact-driven financing instruments to support the implementation of urban planning solutions that center biodiversity, ecosystem services and climate adaptation and mitigation; and (B) support the CoK to develop a framework for Greenhouse Gas (GHG) accounting;
- (iii) development of a detailed city-wide digital terrain model (DTM) using an aerial Light Detection and Ranging (LiDAR) and photogrammetric survey; and
- (iv) advocacy, knowledge exchange and partnerships on sustainable urbanization.

Part 2: Support to Secondary Cities

(a) Infrastructure and service delivery in secondary cities, through financing and support for:

- (i) infrastructure development including roads, drainage, pedestrian walkways and streetlighting in the Target Secondary Cities (TSCs);

- (ii) comprehensive upgrading in unplanned settlements prioritized by the TSCs including provision of offsite infrastructure such as drainage and roads; and
 - (iii) technical assistance for feasibility studies, planning, design and supervision for infrastructure development and upgrading in unplanned settlements.
- (b) Institutional and capacity development of secondary cities, through financing and support for the establishment and functioning of City Management Offices (CMOs) through:**
- (i) development of a roadmap for CMO development outlining the key urban functions to be carried out by CMOs;
 - (ii) preparation of medium-term (five-year) and annual Institutional and Capacity Development (ICD) plans for urban management; and
 - (iii) implementation of the Master Plans for the respective Target Secondary City (TSC) focused on the development of detailed area plans for selected unplanned settlements in each TSC.

Part 3: Institutional Capacity Development and Project Management

- (a) Institutional capacity development at national level, through financing and support for technical assistance for:**
- (i) development of a national urbanization strategy, through support for: (A) review of the National Urbanization Policy (NUP) and development of its implementation strategy and action plan; and (B) establishment of an urbanization monitoring information system (UMIS);
 - (ii) development of a comprehensive housing strategy to strengthen the National Housing Policy and build on and expand investments in urban upgrading and sites and services;
 - (iii) development a strategy for implementing sites and services schemes in Rwanda including, estimating the capacity and appetite for land value capture in plot servicing; and
 - (iv) implementation of a national solid waste management strategy through the development of feasibility studies on disposal facilities in the TSCs and the dissemination of knowledge generated from city to city in the Republic of Rwanda.

- (b) **Project management, through financing and support to:** (i) MININFRA PCU; (ii) LODA-SPIU; (iii) the Target Secondary Cities PIUs; (iv) REMA-SPIU; and (v) CoK-KUUT, for financial management and procurement; environmental and social risks management, implementation supervision, contract management, monitoring and evaluation, communication and citizen engagement and staffing within the respective project coordinating unit, project implementing units and urban upgrading team.

Part 4: Contingency Emergency Response:

Providing immediate response to an Eligible Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall designate and charge the MININFRA with overall responsibility for Project coordination and implementation.

2. MININFRA Project Coordinating Unit

(a) The Recipient shall maintain throughout Project implementation the Project Coordinating Unit (PCU) in MININFRA with resources and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Association, including: (i) a Project coordinator (who shall report to and act under the direction of the Urbanization, Human Settlement and Housing Development Director General); (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) Procurement specialist; (v) an environmental and social risks management specialist; and (vi) such other specialists performing such functions as may be further detailed in the Project Implementation Manual (PIM).

(b) The PCU shall be responsible for: (i) overall day-to-day coordination and management, including direct support to the implementing agencies; (ii) project management and implementation of activities under Part 3(a) and 3(b)(i); (iii) overall project monitoring and evaluation; (iv) progress reporting on a quarterly basis; (v) the PCU environmental and social risks management specialist shall be responsible for coordinating reporting on environmental and social issues from the various implementing entities under the Project; (vi) coordination among the environmental and social specialists coordinating the preparations of the relevant environmental and social instruments with the procurement teams preparing the tender documents; (vii) preparation of a comprehensive monitoring and evaluation report which includes updates of national level activities across all implementation entities/agencies; and (viii) such other functions as may be detailed in the PIM.

3. National Steering Committee

(a) The Recipient shall within thirty (30) days after the Effective Date establish and maintain throughout Project implementation the National Steering Committee (“NSC”).

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- (b) The NSC shall be comprised of the Minister of State in charge of National Treasury in MINECOFIN, Permanent Secretaries of MININFRA, MINALOC, MoE and MINEMA, the Director Generals of RWB, LODA, and REMA, the City Manager of CoK, or and including such other persons as may be agreed between the Recipient and the Association and further detailed in the PIM.
- (c) The NSC shall be responsible for: (i) providing overall strategic guidance and oversight to the Project, including policy and strategic issues related to urbanization; (ii) reviewing and approving annual work plans; (iii) provide high-level project oversight and policy coordination, including addressing any inter-governmental issues that may need to be resolved at government level; and (iv) such other functions as may be further detailed in the PIM.
- (d) The NSC shall meet at least semi-annually or more often as warranted to ensure timely implementation of the Project.

4. **Project Technical Committee**

- (a) The Recipient shall within thirty (30) days after the Effective Date establish and maintain throughout Project implementation a Project Technical Committee (“PTC”). The Recipient shall take all measures required on its behalf to ensure proper functioning of the PTC during implementation of the Project. The PTC shall be comprised of the project coordinators at the MININFRA PCU, LODA-SPIU, CoK-KUUT and the REMA-SPIU, Project focal persons in RWB, MINEMA, RTDA, RHA, RRA, WASAC and Meteo Rwanda, and such other persons as may be agreed between the Recipient and the Association and detailed in the PIM.
- (b) The PTC shall report to the NSC, and shall be responsible for: (i) providing, through the implementing entities under the Project, technical advisory support to Project contractors and consultants; (ii) reviewing implementation progress; (iii) preparation of a monitoring and evaluation capacity building plan; and (iv) such other functions as may be further detailed in the PIM.
- (c) The Recipient shall and shall cause to be designated Project focal persons at RWB, MINEMA, RTDA, RHA, RRA, WASAC and Meteo Rwanda who shall provide technical and advisory support to facilitate implementation of the Project.
- (d) The PTC shall meet at least once every calendar quarter or more often as warranted to ensure timely implementation of the Project.

5. REMA Single Project Implementation Unit

- (a) The Recipient shall cause REMA to maintain, throughout Project implementation, the REMA Single Project Implementation Unit (REMA-SPIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Association, including: (i) a Project coordinator; (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) procurement specialist; (v) hydrology engineer; (vi) ecology specialist; (vii) an environmental and social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the Association and detailed in the PIM.
- (b) The REMA-SPIU shall be responsible *inter alia* for implementation part 1(b) and 3(b)(iv) of the Project, including: (i) wetland management, rehabilitation and health monitoring; (ii) technical assistance for a high-resolution DTM; and (iii) promoting advocacy, knowledge exchange and partnerships, in close coordination with CoK and with technical advisory support from RWB and technical and procurement support from the Rwanda Land Management and Use Authority (RLMUA).

6. LODA Single Project Implementation Unit

- (a) The Recipient shall cause LODA to maintain, throughout Project implementation, the LODA Single Project Implementation Unit (LODA-SPIU), with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Association, including: (i) Project coordinator; (ii) monitoring and evaluation specialist; (iii) financial management specialist, (iv) procurement specialist; (v) environmental risks management specialist; (vi) social risks management specialist; (vii) civil engineer; and (viii) such other technical and fiduciary specialists, personnel or consultants including one field-support civil engineer, as may be agreed with the Association and detailed in the PIM.
- (b) The LODA-SPIU shall be responsible *inter alia* for: (i) implementation of part 2(b) and 3(b)(ii) of the Project; (ii) oversight of district governance and local economic development (LED) activities; and (iii) such other functions as may be detailed in the PIM.

7. CoK Kigali Urban Upgrading Team

- (a) The Recipient shall cause the CoK to maintain, throughout Project implementation, the CoK Kigali Urban Upgrading Team (CoK-KUUT) with adequate resources and facilitation and composed of key staff, with

qualifications, experience and under terms of reference acceptable to the Association, including: (i) a Project Coordinator; (ii) monitoring and evaluation specialist; (iii) procurement specialist; (iv) financial management specialist; (v) civil engineer (with expertise in stormwater management); (vi) an environmental risks management specialist; (vii) a social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the Association and detailed in the PIM.

- (b) The CoK-KUUT shall be responsible *inter alia* for: (i) implementation of part 1(a) and 3(b)(v) of the Project; (ii) environmental and social management and supervision; (iii) monitoring and evaluation; (iv) facilitation and follow-up on all institutional and capacity building activities at CoK; and (v) such other functions as may be specified in the PIM.

8. **Target Secondary Cities Project Implementation Units**

- (a) The Recipient shall cause each Target Secondary City to within thirty (30) days after the Effective Date establish and maintain, throughout Project implementation, a TSC Project Implementation Unit (TSC-PIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Association, including for each TSC-PIU: (i) a project focal person (who will also carry-out the monitoring and evaluation function); and (ii) an environmental and social risks management specialist.
- (b) The TSC-PIUs shall be responsible *inter alia* for: (i) implementation of part 2(a) and 3(b)(iii) of the Project; (ii) liaising with relevant offices of the city to ensure implementation is in accordance with the Project's Environmental and Social instruments and fiduciary guidelines; (iii) monitoring and evaluation reporting including preparation of quarterly monitoring and evaluation reports for submission to the LODA-SPIU; (iv) disseminating information about the Project (including contract awards, physical and financial progress of works contracts); (v) contributing to capacity building activities; (vi) monitor and supervise the implementation of environmental and social management plans; (vii) facilitation and follow-up on all institutional and capacity building activities; and (viii) such other functions as may be specified in the PIM.

9. Memoranda of Understanding

(a) CoK – RWB MoU

- (i) In order to facilitate the implementation of part 1(a) of the Project, the Recipient shall cause the CoK and RWB within 30 (thirty) days after the Effective Date to execute a Memorandum of Understanding for the provision by RWB of technical support to the CoK for implementation of flood risk and wetland management under part 1(a) of the Project (the “CoK-RWB MoU”).
- (ii) The CoK-RWB MoU shall *inter alia* provide for: (A) the provision by RWB of technical advisory support to CoK in undertaking the flood risk reduction infrastructure, installation of rainfall, water level and discharge monitoring equipment, preparation of the stormwater management master plan; (B) the roles and responsibilities of each party to the MoU; and (C) guidelines on procurement, financial management and monitoring.

(b) REMA – RLMUA MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, the Recipient shall cause REMA and RLMUA within 30 (thirty) days after the Effective Date to execute a Memorandum of Understanding for the execution of the LiDAR survey under part 1(b) of the Project (the “REMA-RLMUA MoU”).
- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RLMUA.

(c) REMA – RWB MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, the Recipient shall cause REMA and RWB within 30 (thirty) days after the Effective Date to execute a Memorandum of Understanding for the provision by RWB of technical and advisory support to REMA on wetland restoration and rehabilitation and health monitoring under part 1(b) of the Project (the “REMA-RWB MoU”).

- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RWB.

10. Community Upgrading Committees

- (a) The Recipient shall cause each TSC and the CoK, prior to commencement of infrastructure upgrading in each settlement, to establish and maintain throughout Project implementation, Community Upgrading Committees (“CUCs”) composed of key personnel under terms of reference acceptable to the Association, including for each CUC: (i) a chairperson; (ii) vice chairperson; (iii) secretary; (iv) women’s representative; and (v) a youth representative.
- (b) The CUCs shall work with city officials at critical review and decision-making points along the planning and implementation process, namely: (i) baseline survey and initial data collection; (ii) feasibility studies for infrastructure investments in the settlement and prioritization; (iii) preparation of preliminary and final community upgrading plans, (iv) preliminary and detailed design for infrastructure investments, (v) monthly site meetings with the construction supervision consultants and contractors; (vi) review and validation of consultants’ reports and deliverables; and (vii) and shall perform such other roles as may be detailed in the PIM.

B. Subsidiary Agreements.

1. To facilitate the carrying out of each Project Implementing Entity’s and CoK’s respective parts of the Project, the Recipient shall make part of the proceeds of the Financing available to each of CoK, REMA and LODA under subsidiary agreements executed between the Recipient and each Project Implementing Entity, under terms and conditions approved by the Association (respectively the “CoK Subsidiary Agreement”, “REMA Subsidiary Agreement” and “LODA Subsidiary Agreement” and collectively the “Subsidiary Agreements”), which shall include:
- (a) the provision of the Financing to the relevant Project Implementing Entity or CoK on a grant basis;
- (b) the obligation of the Project Implementing Entity or CoK to: (i) monitor and evaluate the progress of its respective part of the Project and prepare and submit to the Recipient prompt progress reports; (ii) exchange views with the Recipient, and the Association with regard to the progress of its respective part of the Project, and the performance of its obligations under the

subsidiary agreement; and (iii) provide the Recipient promptly all such information as the Recipient or the Association may reasonably request for purposes of incorporating such information in the report referred to in Section 5.08 (c) of the General Conditions;

- (c) the obligation of the Project Implementing Entity or CoK to carry out its obligations under the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social, labor, health and safety and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required including operation and maintenance costs;
- (d) the obligation of the Project Implementing Entity or CoK to promptly notify and inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of its obligations under the Project and the subsidiary agreement, including but not limited to any Project-related accidents and incidents, such as, for example, fatalities, or allegations of gender-based violence associated with the Project;
- (e) the obligation of the Project Implementing Entity or CoK to carry out its obligations under the Project and the subsidiary agreement in accordance with the PIM, the environmental and social instruments, the Procurement Regulations and the Anti-Corruption Guidelines;
- (f) the obligation of the Project Implementing Entity or CoK 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 its respective part 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
- (g) the right of the Recipient to take remedial actions against the Project Implementing Entity or CoK, in case the Project Implementing Entity or CoK shall have failed to comply with any of its obligations under the subsidiary agreement, which actions may include, *inter alia*, the partial or total suspension and/or

cancellation or refund of all or any part of the proceeds of the subsidiary financing availed to the Project Implementing Entity or CoK pursuant to the subsidiary agreement.

2. The Recipient shall exercise its rights under each of the Subsidiary Agreements 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 any of the Subsidiary Agreements or any of their provisions.

C. Project Implementation Manual (“PIM”)

1. The Recipient shall and shall ensure that the Project is carried out in accordance with the requirements set forth in the Project Implementation Manual (“PIM”). The PIM shall set out detailed guidelines, methods and procedures for the implementation of the Project, including: (a) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration among various Project stakeholders; (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures, (e) internal control procedures; (f) reporting requirements; (g) communication arrangements and procedures; (h) external audit; (i) anti-corruption and fraud mitigation measures; (j) environmental and social risks management, including a detailed description of the grievance redress process as well as any process for recording and reporting Project-related accidents and incidents; (k) monitoring and evaluation arrangements, including procedures and reporting formats; (l) a CERC annex; and (m) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Recipient shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended, any provision of the PIM, without the prior written agreement of the Association.
3. Notwithstanding the foregoing, if any provision of the PIM is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

D. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Emergency Response Part”), the Recipient shall:
 - (a) prepare and furnish to the Association for its review and approval, a Contingency Emergency Response Manual (“CER Manual”) which shall set forth detailed implementation arrangements for the Emergency

Response Part, including: (i) any additional institutional structures or arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for the Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social risks management arrangements and instruments the Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;

- (b) afford the Association a reasonable opportunity to review the proposed CER Manual;
 - (c) promptly adopt the CER Manual for the Emergency Response Part as accepted by the Association and integrate it as an annex to the Project Implementation Manual;
 - (d) ensure that the Emergency Response Part is carried out in accordance with the CER Manual; provided, however, that in the event of any inconsistency between the provisions of the CER Manual and this Agreement, the provisions of this Agreement shall prevail; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the CER Manual without the prior written approval by the Association.
2. The Recipient shall, throughout the implementation of the Emergency Response Part, maintain the institutional structures and arrangements established in accordance with the CER Manual, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:
- (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (b) the Recipient has ensured the preparation and disclosure of all environmental and social instruments as may be required for said activities

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in accordance with the CER Manual, the Association has approved all said instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.”

E. Counterpart Funds

1. The Recipient shall allocate and avail an amount equivalent to fifteen million Dollar (\$15,000,000) for the financing of any required resettlement, land acquisition, compensation and relocation under the Project (the “Counterpart Funds”).
2. The Recipient shall disburse the Counterpart Funds in accordance with the provisions of the Annual Work Plan and Budget.

F. Annual Work Plan and Budget

1. The Recipient shall:
 - (a) prepare and furnish to the Association not later than March 31 in each year (or such other date as the Association may agree to) beginning in the Fiscal Year 2022 a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing including the Association’s and the Recipient’s respective shares of the costs in the financing plan;
 - (b) taking into account the Association’s comments, finalize the plan and furnish it to Association for its approval not later than May 31 in each year (or such other date as the Association may agree) beginning in the Fiscal Year 2022; and
 - (c) adopt the plan as shall have been approved by the Association (Annual Work Plan and Budget or AWPB).
2. The Recipient shall ensure that the Project is implemented with due diligence and in accordance with the AWPB.
3. The Recipient shall disburse, promptly as required, the Counterpart Funds as specified in the AWPB and in this Agreement.
4. The Recipient shall not make or allow to be made any change to the AWPB without prior agreement in writing by the Association.
5. In the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

G. Environmental and Social Standards

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

the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

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

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days 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 JPY)	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 Costs and Operating Costs under (a) Part 1(a) of the Project (b) Part 3(b)(v) of the Project (CoK)	3,053,300,000	18,500,000 900,000	51% Credit; 49% Grant 100%
(2) Goods, works, non-consulting services, consulting services, Training Costs and Operating Costs under Parts 1(b) and 3(b)(iv) the Project (REMA)		3,100,000	30%
(3) Goods, works, non-consulting services, consulting services, Training Costs			

and Operating Costs under (a) Parts 2(a) of the Project	4,891,100,000	22,300,000	60% Credit; 40% Grant
(b) Parts 2(b), 3(b)(ii) and (iii) the Project (LODA)		4,700,000	100%
(4) Goods, works, non-consulting services, consulting services, Training Costs and Operating Costs under Parts 3(a) and 3(b)(i) the Project (MININFRA)		3,400,000	100%
(5) Emergency Expenditures under Part 4 of the Project	0		
TOTAL AMOUNT	7,944,400,000	52,900,000	

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; or
 - (b) for Emergency Expenditures under Category (5), unless and until the Association is satisfied, and notified the Recipient of its satisfaction, that

all of the following conditions have been met in respect of said expenditures:

- (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include the proposed activities in the Emergency Response Part in order to respond to said crisis or emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
- (ii) the Recipient has ensured that all environmental and social instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.G of this Schedule;
- (iii) the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of Section I.D.2 of this Schedule, for the purposes of said activities; and
- (iv) the Recipient has adopted the CER Manual, in form and substance acceptable to the Association, and the provisions of the CER Manual remain or have been updated in accordance with the provisions of Section I.D.1 of this Schedule so as to be appropriate for the inclusion and implementation of the Emergency Response Part.

2. The Closing Date is December 31, 2025.

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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 December 1, 2026 to and including June 1, 2058	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

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. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “City Management Office” or “CMO” means the structure in the organizational setup of secondary cities charged with management of the urban planning and development operations in the secondary city.
5. “Contingency Emergency Response Manual” and the acronym “CER Manual” means the manual referred to in Section I.D.1 of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part and form part of the Project Implementation Manual in accordance with the provisions of said Section.
6. “CoK” means the City of Kigali means the decentralised administrative entity of the city of Kigali established under Law N°87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities.
7. “CoK Subsidiary Agreement” means the subsidiary agreement referred to under Section I.B of Schedule 2 to this Agreement entered into between the City of Kigali and the Recipient.
8. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
9. “Emergency Expenditure” means any of the eligible expenditures set forth in the CER Manual in accordance with the provisions of Section I.D of Schedule 2 to this Agreement and required for the Emergency Response Part.
10. “Emergency Response Part” means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 4 of the Project.

11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated September 24, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
12. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”, effective on October 1, 2018, as published by the Association.
13. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020).
14. “Kigali Master Plan 2050” means the tool envisaged to enable the city of Kigali to realize its vision 2050 which is to become “a center of urban of excellence in Africa”.
15. “LODA” means the Local Administrative Entities Development Agency established pursuant to Article 1 of Law N°62/2013 of 27/08/2013 establishing the Local Administrative Entities Development Agency (LODA) and determining its mission, organisation and functioning, or its successor thereto acceptable to the Association.
16. “LODA Subsidiary Agreement” means the subsidiary agreement referred to under Section I.B of Schedule 2 to this Agreement entered into between LODA and the Recipient.

17. “Master Plans” means in regard to each Target Secondary City, the framework for structure plans that show the land use for economic and social development of the secondary city.
18. “Meteo Rwanda” means the Rwanda Meteorology Agency established pursuant to Law N°54bis/2011 of 14/12/2011 establishing Rwanda Meteorology Agency (Meteo Rwanda) and determining its mission, organisation and functioning, or its successor thereto as acceptable to the Association.
19. “MINEMA” or “Ministry of Emergency Management” means the Recipient’s ministry responsible for management of disasters and emergencies.
20. “MININFRA” or “Ministry of Infrastructure” means the Recipient’s ministry responsible for infrastructure.
21. “National Urbanization Policy” or “NUP” means the Recipient’s policy on urbanization of December 2015 that ensures urban physical development is carried out in a well-coordinated manner to create a functional network of development poles and livable, inclusive green urban environment objectively to transform the country’s economy and improve the socio-economic conditions for all.
22. “National Housing Policy” means the Recipient’s housing policy adopted in March 2015, aimed enabling universal access adequate housing in sustainably planned and developed areas reserved for habitation in Rwanda.
23. “National Strategy for Transformation” or “NST1” means the Recipient’s seven-year program, 2017 – 2024 for sustained growth and transformation.
24. “Operating Costs” means the reasonable incremental operating expenses, approved by the Association, incurred by the Recipient on account of Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment, office supplies, hire of Project staff, bank charges and travel and supervision costs but excluding salaries to public/civil servants of the Recipient.
25. “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.
26. “Project Implementing Entity” means each of LODA and REMA, and Project Implementing Entities refers to both of REMA and LODA.
27. “Project Implementation Manual” or “PIM” means the implementation manual for the Project referred to under Section I.C of Schedule 2 to this Agreement.

28. “REMA” means the Rwanda Environment Management Authority established under Article 1 of Law N°63/2013 of 27/08/2013 determining the mission, organization and functioning of Rwanda Environment Management Authority (REMA), or its successor thereto acceptable to the Association.
29. “REMA Subsidiary Agreement” means the subsidiary agreement referred to under Section I.B of Schedule 2 to this Agreement entered into between REMA and the Recipient.
30. “RHA” means the Rwanda Housing Authority established pursuant to Law N°40/2010 of 25/11/2010 establishing the Rwanda Housing Authority (RHA) and determining its responsibilities, organisation and functioning, or its successor thereto as acceptable to the Association.
31. “RLMUA” means the Rwanda Land Management and Use Authority established pursuant to Law N°05/2017 of 03/02/2017 establishing Rwanda Land Management and Use Authority and determining its mission, organisation and functioning, or its successor thereto as acceptable to the Association.
32. “RTDA” means the Rwanda Transport Development Authority established pursuant to Law N°02/2010 of 20/01/2010 establishing Rwanda Transport Development Agency (RTDA) and determining its mission, structure and functioning as modified and complemented by Law N°29/2014 of 14/08/2014, or its successor thereto as acceptable to the Association.
33. “RWB” means the Rwanda Water Resources Board established pursuant to Law N° 71/2019 of 21/01/2020 determining its mission and responsibilities with goal to ensure sufficient water resources for long-term economic growth and to reduce the impact of flooding and landslide risks.
34. “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.
35. “Target Secondary Cities” or “TSCs” means the secondary cities of Huye, Muhanga, Musanze, Nyagatare, Rubavu and Rusizi in the Recipient’s territory or such other cities as may be agreed between the Association and the Recipient, and “Target Secondary City” or “TSC” means each such individual secondary city.
36. “Training Costs” 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.

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37. “Vision 2050” means the long-term national development vision established by the government of Rwanda to drive the country’s desired socio-economic growth towards achieving a high-income country status by 2050.
38. “WASAC” means the Water and Sanitation Corporation setup to manage the water and sanitation services in Rwanda pursuant to Prime Minister’s Order N°87/03 of 16/08/2014 determining modalities of transfer of responsibilities and property of Energy, Water And Sanitation Authority (EWSA), to *inter alia*, WASAC, or its successor thereto as acceptable to the Association.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 004/01 ryo ku wa 05/02/2021 ryemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekanye n'impano ingana na miliyoni mirongo itanu n'ebiyiri n'ibihumbi magana cyenda z'Amadetes (52.900.000 DTS) n'inguzanyo ingana na miliyari zirindwi na miliyoni magana cyenda na mirongo ine n'enye n'ibihumbi magana ane z'Amayeni y'Ubuyapani (7.944.400.000 JPY) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Ugushyingo 2020</p>	<p>Seen to be annexed to Presidential Order n° 004/01 of 05/02/2021 ratifying the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-two million nine hundred thousand Special Drawing Rights (SDR 52,900,000) and credit of seven billion nine hundred forty-four million four hundred thousand Japanese Yen (JPY 7,944,400,000) for the Second Rwanda Urban Development Project, signed at Kigali, Rwanda, on 12 November 2020</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 004/01 du 05/02/2021 ratifiant l'Accord de Financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-deux millions neuf cent mille Droits de Tirage Spéciaux (52.900.000 DTS) et au crédit de sept milliards neuf cent quarante-quatre millions quatre cent mille Yen Japonais (7.944.400.000 JPY) pour le Second Projet de Développement Urbain, signé à Kigali au Rwanda, le 12 novembre 2020</p>
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Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonye kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 005/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBLIKA Y'URWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUSHINZWE IBIKORWA BYA GAHUNDA Y'ICYITEGEREREZO MU GUHANGANA N'IHINDAGURIKA RY'IKIRERE ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ATATU NA MIRONGO INANI Z'AMADOLARI Y'ABANYAMERIKA (2.380.000 USD) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 UGUSHYINGO 2020</p>	<p>PRESIDENTIAL ORDER N° 005/01 OF 05/02/2021 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING ENTITY OF THE PILOT PROGRAM FOR CLIMATE RESILIENCE UNDER THE STRATEGIC CLIMATE FUND, RELATING TO THE LOAN OF TWO MILLION THREE HUNDRED EIGHTY THOUSAND AMERICAN DOLLARS (USD 2,380,000) FOR THE SECOND RWANDA URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 12 NOVEMBER 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 005/01 DU 05/02/2021 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT EN TANT QU'ENTITÉ D'EXÉCUTION DU PROGRAMME PILOTE POUR LA RÉSILIENCE CLIMATIQUE DANS LE CADRE DU FONDS STRATÉGIQUE POUR LE CLIMAT, RELATIF AU PRÊT DE DEUX MILLIONS TROIS CENT QUATRE-VINGT MILLE DE DOLLARS AMÉRICAINS (2.380.000 USD) POUR LE SECONDE PROJET DE DÉVELOPPEMENT URBAIN AU RWANDA, SIGNÉ À KIGALI AU RWANDA, LE 12 NOVEMBRE 2020</p>
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<p><u>Ingingo ya mbere:</u> Kwemeza burundu</p>	<p><u>Article One:</u> Ratification</p>	<p><u>Article premier:</u> Ratification</p>
<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p>	<p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangirira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEKA RYA PEREZIDA N° 005/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBLIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUSHINZWE IBIKORWA BYA GAHUNDA Y'ICYITEGEREREZO MU GUHANGANA N'IHINDAGURIKA RY'IKIRERE ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ATATU NA MIRONGO INANI Z'AMADOLARI Y'ABANYAMERIKA (2.380.000 USD) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 UGUSHYINGO 2020</p>	<p>PRESIDENTIAL ORDER N° 005/01 OF 05/02/2021 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING ENTITY OF THE PILOT PROGRAM FOR CLIMATE RESILIENCE UNDER THE STRATEGIC CLIMATE FUND, RELATING TO THE LOAN OF TWO MILLION THREE HUNDRED EIGHTY THOUSAND AMERICAN DOLLARS (USD 2,380,000) FOR THE SECOND RWANDA URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 12 NOVEMBER 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 005/01 DU 05/02/2021 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT EN TANT QU'ENTITÉ D'EXÉCUTION DU PROGRAMME PILOTE POUR LA RÉSILIENCE CLIMATIQUE DANS LE CADRE DU FONDS STRATÉGIQUE POUR LE CLIMAT, RELATIF AU PRÊT DE DEUX MILLIONS TROIS CENT QUATRE-VINGT MILLE DE DOLLARS AMÉRICAINS (2.380.000 USD) POUR LE SECOND PROJET DE DÉVELOPPEMENT URBAIN AU RWANDA, SIGNÉ À KIGALI AU RWANDA, LE 12 NOVEMBRE 2020</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu</p>	<p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p>	<p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p>

ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;	<p>Dushingiye ku Itegeko n° 003/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Urwego rushinzwe Ibikorwa bya Gahunda y'Icyitegererezo mu Guhangana n'Ihindagurika ry'Ikirere iterwa Inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekerye n'inguzanyo ingana na miliyoni ebyiri n'ibihumbi magana atatu na mirongo inani z'Amadolari y'Abanyamerika (2.380.000 USD) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Ugushyingo 2020;</p>	<p>Pursuant to Law n° n° 003/2021 of 04/02/2021 approving the ratification of the Loan Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an Implementing Entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund, relating to the loan of two million three hundred eighty thousand American Dollars (USD 2,380,000) for the Second Urban Development Project, signed at Kigali, Rwanda, on 12 November 2020;</p>	<p>Vu la Loi n° n° 003/2021 du 04/02/2021 approuvant la ratification de l'Accord de Prêt entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'Entité d'Exécution du Programme Pilote pour la Résilience Climatique dans le Cadre du Fonds Stratégique pour le Climat, relatif au prêt de deux millions trois cent quatre-vingt mille Dollars Américains (2.380.000 USD) pour le Second Projet de Développement Urbain, signé à Kigali au Rwanda, le 12 novembre 2020;</p>
Tumaze kubona Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Urwego rushinzwe Ibikorwa bya Gahunda y'Icyitegererezo mu Guhangana n'Ihindagurika ry'Ikirere iterwa Inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekerye n'inguzanyo ingana na miliyoni ebyiri n'ibihumbi magana atatu na mirongo inani z'Amadolari y'Abanyamerika (2.380.000 USD) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi mu Rwanda,	<p>Considering the Loan Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an Implementing Entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund, relating to the loan of two million three hundred eighty thousand American Dollars (USD 2,380,000) for the Second Rwanda Urban Development Project, signed at Kigali, Rwanda, on 12 November 2020;</p>	<p>Considérant l'Accord de Prêt entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'Entité d'Exécution du Programme Pilote pour la Résilience Climatique dans le Cadre du Fonds Stratégique pour le Climat, relatif au prêt de deux millions trois cent quatre-vingt mille de dollars américains (2.380.000 USD) pour le Second Projet de Développement Urbain au Rwanda, signé à Kigali au Rwanda, le 12 novembre 2020;</p>	

<p>yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Ugushyingo 2020;</p> <p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Iningo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Urwego rushinzwe Ibikorwa bya Gahunda y'Icyitegererezo mu Guhangana n'Ihindagurika ry'Ikirere iterwa Inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekerye n'inguzanyo ingana na miliyoni ebyiri n'ibihumbi magana atatu na mirongo inani z'Amadolari y'Abanyamerika (2.380.000 USD) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Ugushyingo 2020, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p>	<p>On proposal by the Minister of Finance and Economic Planning;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Loan Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an Implementing Entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund, relating to the loan of two million three hundred eighty thousand American Dollars (USD 2,380,000) for the Second Rwanda Urban Development Project, signed at Kigali, Rwanda, on 12 November 2020, annexed to this Order, is ratified and becomes fully effective.</p>	<p>Sur proposition du Ministre des Finances et de la Planification Économique;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord de Prêt entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'Entité d'Exécution du Programme Pilote pour la Résilience Climatique dans le Cadre du Fonds Stratégique pour le Climat, relatif au prêt de deux millions trois cent quatre-vingt mille de dollars américains (2.380.000 USD) pour le Second Projet de Développement Urbain au Rwanda, signé à Kigali au Rwanda, le 12 novembre 2020, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p>
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<u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka	<u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Infrastructure are entrusted with the implementation of this Order.	<u>Article 2: Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.
<u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa	<u>Article 3: Commencement</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikkirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 005/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBLIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUSHINZWE IBIKORWA BYA GAHUNDA Y'ICYITEGEREREZO MU GUHANGANA N'IHINDAGURIKA RY'IKIRERE ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ATATU NA MIRONGO INANI Z'AMADOLARI Y'ABANYAMERIKA (2.380.000 USD) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJIYI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 UGUSHYINGO 2020</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 005/01 OF 05/02/2021 RATIFYING THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING ENTITY OF THE PILOT PROGRAM FOR CLIMATE RESILIENCE UNDER THE STRATEGIC CLIMATE FUND, RELATING TO THE LOAN OF TWO MILLION THREE HUNDRED EIGHTY THOUSAND AMERICAN DOLLARS (USD 2,380,000) FOR THE SECOND RWANDA URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 12 NOVEMBER 2020</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 005/01 DU 05/02/2021 RATIFIANT L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT EN TANT QU'ENTITÉ D'EXÉCUTION DU PROGRAMME PILOTE POUR LA RÉSILIENCE CLIMATIQUE DANS LE CADRE DU FONDS STRATÉGIQUE POUR LE CLIMAT, RELATIF AU PRÊT DE DEUX MILLIONS TROIS CENT QUATRE-VINGT MILLE DE DOLLARS AMÉRICAINS (2.380.000 USD) POUR LE SECOND PROJET DE DÉVELOPPEMENT URBAIN AU RWANDA, SIGNÉ À KIGALI AU RWANDA, LE 12 NOVEMBRE 2020</p>
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SCF-PPCR LOAN NUMBER TF0B3896

Strategic Climate Fund - Pilot Program for Climate Resilience Loan Agreement

(Second Rwanda Urban Development Project)

between

REPUBLIC OF RWANDA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

**acting as an implementing entity of the Pilot Program for Climate Resilience under the
Strategic Climate Fund**

SCF-PPCR LOAN NUMBER TF0B3896

**STRATEGIC CLIMATE FUND - PILOT PROGRAM FOR CLIMATE
RESILIENCE LOAN AGREEMENT**

AGREEMENT dated as of the Signature Date entered into between:

The REPUBLIC OF RWANDA (the “Borrower”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting not in its individual capacity but solely in its capacity as an implementing entity of the Pilot Program for Climate Resilience (“PPCR”) under the Strategic Climate Fund (“SCF”).

The Borrower 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.

**Article II
Loan**

- 2.01. The World Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of two million three hundred eighty thousand United States Dollars (\$ 2,380,000) (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Loan is funded out of the resources made available to the World Bank as an implementing entity of the SCF. In accordance with Section 3.02 of the Standard Conditions (as defined in the Appendix to this Agreement), the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it from the SCF trust fund, and the Borrower’s right to withdraw the Loan proceeds is subject to the availability of such funds.
- 2.04. The Service Charge payable by the Borrower on the Withdrawn Loan Balance shall be equal to one-tenths of one percent (1/10 of 1%) per annum.
- 2.05. The Payment Dates are June 1 and December 1 in each year.

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

**Article III
The Project**

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall cause out Parts 1(b) and 3(b)(iv) of the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article II of the Standard Conditions and the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the World Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article IV
Additional Remedies**

- 4.01. The Additional Event of Suspension consists of the following, that Law N°63/2013 of 27/08/2013 determining the mission, organization and functioning of Rwanda Environment Management Authority (REMA) pursuant to which the Project Implementing Entity has been established and is operating has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, that the event specified in Section 4.01 of this Agreement occurs.

**Article V
Effectiveness; Termination**

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the REMA Subsidiary Agreement as referred to in Section I.B of Schedule 2 to this Agreement, has been executed between the Borrower and the Project Implementing Entity in form and substance satisfactory to the World Bank;
 - (b) the Borrower has prepared and adopted a Project Implementation Manual (“PIM”), as referred to in Section I.D of Schedule 2 to this Agreement, in form and substance satisfactory to the World Bank; and

- (c) the execution and delivery of the Project Agreement on behalf of the Project Implementing Entity has been duly authorized or ratified by all necessary and corporate action.
- 5.02. The Additional Legal Matters consist of the following:
- (a) the REMA Subsidiary Agreement has been duly authorized or ratified by the Borrower and the Project Implementing Entity and is legally binding upon the Borrower and the Project Implementing Entity in accordance with its terms; and
 - (b) the Project Agreement has been duly authorized or ratified by, and executed and delivered on behalf of the Project Implementing Entity and is legally binding upon it in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

Article VI Borrower's Representative; Addresses

- 6.01. The Borrower's Representative referred to in Section 10.02 of the Standard Conditions is the Borrower's minister responsible for finance.
- 6.02. The Borrower's Address referred to in Section 10.01 of the Standard Conditions is:

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

Telephone: Fax: E-mail:
+250 25 257 7581 +250 25 257 5756 mfin@minecofin.gov.rw

- 6.03. The World Bank's Address referred to in Section 10.01 of the Standard Conditions is:

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

Cable: Telex: Facsimile:
INTBAFRAD 248423 (MCI) or 1-202-477-6391
Washington, D.C. 64145 (MCI)

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Uzziel Ndagijimana

Authorized Representative

Name: _____
Uzziel Ndagijimana

Title: _____ Minister of Finance and Economic Planning
12-Nov-2020

Date: _____

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
acting as an implementing entity of the
Pilot Program for Climate Resilience under the
Strategic Climate Fund**

By

Rolande Pryce

Authorized Representative

Name: _____
Rolande Pryce
Title: _____
Country Manager
Date: _____
06-Nov-2020

SCHEDULE 1

Project Description

The objective of the Project is to improve access to basic services, enhance resilience and strengthen integrated urban planning and management in the City of Kigali and the six secondary cities of Rwanda.

The Project consists of the following parts:

Part 1: Support to the City of Kigali (CoK).

(a) Integrated urban planning for resilient, inclusive infrastructure delivery, through financing and support for:

- (i) urban upgrading through an integrated package of investments, including detailed designs, construction supervision and preparation of environmental and social instruments, in select unplanned settlements (including Nyarugenge, Kicukiro and Gasabo districts). The urban upgrading will comprise a comprehensive menu of infrastructure investments including, access streets, street lighting, stormwater drainage, green infrastructure, solid waste collection points, onsite sanitation, water supply, community facilities, local market improvements, multi-purpose facilities and public spaces;
- (ii) flood risk reduction infrastructure in flood-prone areas located near the upgrading including the rehabilitation of culverts, bridges, channels, and drains, as well as implementation of suitable nature-based solutions (NBS) sites;
- (iii) technical assistance for development and preparation of a stormwater management master plan (SWMMP) for the CoK and for water level monitoring;
- (iv) installation of rainfall sensors and hydrological stations with water level and discharge monitoring in the urban area and wetlands of Kigali and its immediate surroundings;
- (v) technical assistance for implementation of the Kigali Master Plan 2050 including, support for the development of detailed area plans for select unplanned settlements and a feasibility study to assess the feasibility of implementing sites and services; and
- (vi) institutional capacity development of CoK to strengthen its economic and spatial planning for resilient infrastructure and

service provision in view of optimal allocation of spaces and resources, including through, support for urban management specialists, consultants to assist in training and mentoring, to develop systems and procedures, and to undertake other activities aimed at strengthening urban management functions, Trainings, and financing for equipment and tools needed to undertake urban management and urban development activities.

(b) Evidence-based, sustainable wetland management, flood risk management and greenhouse gas monitoring, through financing and support for:

- (i) design, implementation and monitoring of NBS to reduce flood risks, enhance biodiversity, and strengthen resilience of the CoK through rehabilitation of wetlands impacted by historical land-uses, such as industrial use and urbanization (such wetlands to include Gikondo, Kibumba, Rugenge, Rwintare and Nyabugogo wetlands). Wetland rehabilitation will also include support for basic infrastructure for hospitality, tourism and recreation;
- (ii) technical assistance to, (A) explore opportunities for partnerships with the private sector to invest in the rehabilitation of the wetlands and their buffer zones, including design and piloting of innovative financing and impact-driven financing instruments to support the implementation of urban planning solutions that center biodiversity, ecosystem services, and climate adaptation and mitigation, and (B) support the CoK to develop a framework for Greenhouse Gas (GHG) accounting;
- (iii) development of a detailed city-wide digital terrain model (DTM) using an aerial Light Detection and Ranging (LiDAR) and photogrammetric survey; and
- (iv) advocacy, knowledge exchange and partnerships on sustainable urbanization.

Part 2: Support to Secondary Cities

(a) Infrastructure and service delivery in secondary cities, through financing and support for:

- (i) infrastructure development including roads, drainage, pedestrian walkways and streetlighting in the Target Secondary Cities (TSCs);

- (ii) comprehensive upgrading in unplanned settlements prioritized by the TSCs including provision of offsite infrastructure such as drainage and roads; and
 - (iii) technical assistance for feasibility studies, planning, design and supervision for infrastructure development and upgrading in unplanned settlements.
- (b) Institutional and capacity development of secondary cities, through financing and support for the establishment and functioning of City Management Offices (CMOs) through:**
- (i) development of a roadmap for CMO development outlining the key urban functions to be carried out by CMOs;
 - (ii) preparation of medium-term (five-year) and annual Institutional and Capacity Development (ICD) plans for urban management; and
 - (iii) implementation of the Master Plans for the respective Target Secondary City (TSC) focused on the development of detailed area plans for selected unplanned settlements in each TSC.

Part 3: Institutional Capacity Development and Project Management

- (a) Institutional capacity development at national level, through financing and support for technical assistance for:**
- (i) development of a national urbanization strategy, through support for, (A) review of the National Urbanization Policy (NUP) and development of its implementation strategy and action plan, and (B) establishment of an urbanization monitoring information system (UMIS);
 - (ii) development of a comprehensive housing strategy to strengthen the National Housing Policy and build on and expand investments in urban upgrading and sites and services;
 - (iii) development a strategy for implementing sites and services schemes in Rwanda including, estimating the capacity and appetite for land value capture in plot servicing; and
 - (iv) implementation of a national solid waste management strategy through the development of feasibility studies on disposal facilities in the TSCs and the dissemination of knowledge generated from city to city in the Republic of Rwanda.

- (b) **Project management**, through financing and support to, (i) MININFRA PCU, (ii) LODA-SPIU, (iii) the Target Secondary Cities PIUs, (iv) REMA-SPIU, and (v) CoK-KUUT, for financial management and procurement, environmental and social risks management, implementation supervision, contract management, monitoring and evaluation, communication and citizen engagement and staffing within the respective project coordinating unit, project implementing units and urban upgrading team.

Part 4: Contingency Emergency Response:

Providing immediate response to an Eligible Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements.

1. The Borrower shall designate and charge the MININFRA with overall responsibility for Project coordination and implementation.

2. MININFRA Project Coordinating Unit

(a) The Borrower shall maintain throughout Project implementation the Project Coordinating Unit (PCU) in MININFRA with resources and composed of key staff, with qualifications, experience and under terms of reference acceptable to the World Bank, including: (i) a Project coordinator (who shall report to and act under the direction of the Urbanization, Human Settlement and Housing Development Director General); (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) Procurement specialist; (v) an environmental and social risks management specialist; and (vi) such other specialists performing such functions as may be further detailed in the Project Implementation Manual (PIM).

(b) The PCU shall be responsible for: (i) overall day-to-day coordination and management, including direct support to the implementing agencies, (ii) project management and implementation of activities under Part 3(a) and 3(b)(i); (iii) overall project monitoring and evaluation; (iv) progress reporting on a quarterly basis; (v) the PCU environmental and social risks management specialist shall be responsible for coordinating reporting on environmental and social issues from the various implementing entities under the Project; (vi) coordination among the environmental and social specialists coordinating the preparations of the relevant environmental and social instruments with the procurement teams preparing the tender documents; (vii) preparation of a comprehensive monitoring and evaluation report which includes updates of national level activities across all implementation entities/agencies; and (viii) such other functions as may be detailed in the PIM.

3. National Steering Committee

(a) The Borrower shall within thirty (30) days after the Effective Date establish and maintain throughout Project implementation the National Steering Committee (“NSC”).

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- (b) The NSC shall be comprised of the Minister of State in charge of National Treasury in MINECOFIN, Permanent Secretaries of MININFRA, MINALOC, MoE and MINEMA, the Director Generals of RWB, LODA, REMA, the City Manager of CoK, or and including such other persons as may be agreed between the Borrower and the World Bank and further detailed in the PIM.
- (c) The NSC shall be responsible for: (i) providing overall strategic guidance and oversight to the Project, including policy and strategic issues related to urbanization; (ii) reviewing and approving annual work plans; (iii) provide high-level project oversight and policy coordination, including addressing any inter-governmental issues that may need to be resolved at government level; and (iv) such other functions as may be further detailed in the PIM.
- (d) The NSC shall meet at least semi-annually or more often as warranted to ensure timely implementation of the Project.

4. **Project Technical Committee**

- (a) The Borrower shall within thirty (30) days after the Effective Date establish and maintain throughout Project implementation a Project Technical Committee (“PTC”). The Borrower shall take all measures required on its behalf to ensure proper functioning of the PTC during implementation of the Project. The PTC shall be comprised of the project coordinators at the MININFRA PCU, LODA-SPIU, CoK-KUUT and the REMA-SPIU, Project focal persons in RWB, MINEMA, RTDA, RHA, RRA, WASAC and Meteo Rwanda, and such other persons as may be agreed between the Borrower and the World Bank and detailed in the PIM.
- (b) The PTC shall report to the NSC, and shall be responsible for: (i) providing, through the implementing entities under the Project, technical advisory support to Project contractors and consultants; (ii) reviewing implementation progress; (iii) preparation of a monitoring and evaluation capacity building plan; and (iv) such other functions as may be further detailed in the PIM.
- (c) The Borrower shall and shall cause to be designated Project focal persons at RWB, MINEMA, RTDA, RHA, RRA, WASAC and Meteo Rwanda who shall provide technical and advisory support to facilitate implementation of the Project.
- (d) The PTC shall meet at least once every calendar quarter or more often as warranted to ensure timely implementation of the Project.

5. REMA Single Project Implementation Unit

- (a) The Borrower shall cause REMA to maintain, throughout Project implementation, the REMA Single Project Implementation Unit (REMA-SPIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the World Bank, including: (i) a Project coordinator; (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) procurement specialist; (v) hydrology engineer; (vi) ecology specialist; (vii) an environmental and social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the World Bank and detailed in the PIM.
- (b) The REMA-SPIU shall be responsible *inter alia* for implementation part 1(b) and 3(b)(iv) of the Project, including: (i) wetland management, rehabilitation and health monitoring; (ii) technical assistance for a high-resolution DTM; and (iii) promoting advocacy, knowledge exchange and partnerships, in close coordination with CoK and with technical advisory support from RWB and technical and procurement support from the Rwanda Land Management and Use Authority (RLMUA).

6. LODA Single Project Implementation Unit

- (a) The Borrower shall cause LODA to maintain, throughout Project implementation, the LODA Single Project Implementation Unit (LODA-SPIU), with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the World Bank, including: (i) Project coordinator; (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) procurement specialist, (v) environmental risks management specialist; (vi) social risks management specialist; (vii) civil engineer; and (viii) such other technical and fiduciary specialists, personnel or consultants including one field-support civil engineer, as may be agreed with the World Bank and detailed in the PIM.
- (b) The LODA-SPIU shall be responsible *inter alia* for: (i) implementation of part 2(b) and 3(b)(ii) of the Project; (ii) oversight of district governance and local economic development (LED) activities; and (iii) such other functions as may be detailed in the PIM.

7. CoK Kigali Urban Upgrading Team

- (a) The Borrower shall cause the CoK to maintain, throughout Project implementation, the CoK Kigali Urban Upgrading Team (CoK-KUUT) with adequate resources and facilitation and composed of key staff, with

qualifications, experience and under terms of reference acceptable to the World Bank, including: (i) a Project Coordinator; (ii) monitoring and evaluation specialist; (iii) procurement specialist; (iv) financial management specialist; (v) civil engineer (with expertise in stormwater management); (vi) an environmental risks management specialist; (vii) a social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the World Bank and detailed in the PIM.

- (b) The CoK-KUUT shall be responsible *inter alia* for: (i) implementation of part 1(a) and 3(b)(v) of the Project; (ii) environmental and social management and supervision; (iii) monitoring and evaluation; (iv) facilitation and follow-up on all institutional and capacity building activities at CoK; and (v) such other functions as may be specified in the PIM.

8. **Target Secondary Cities Project Implementation Units**

- (a) The Borrower shall cause each Target Secondary City to within thirty (30) days after the Effective Date establish and maintain, throughout Project implementation, a TSC Project Implementation Unit (TSC-PIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the World Bank, including for each TSC-PIU: (i) a project focal person(who will also carry-out the monitoring and evaluation function); and (ii) an environmental and social risks management specialist.
- (b) The TSC-PIUs shall be responsible *inter alia* for: (i) implementation of part 2(a) and 3(b)(iii) of the Project; (ii) liaising with relevant offices of the city to ensure implementation is in accordance with the Project's Environmental and Social instruments and fiduciary guidelines; (iii) monitoring and evaluation reporting including preparation of quarterly monitoring and evaluation reports for submission to the LODA-SPIU; (iv) disseminating information about the Project (including contract awards, physical and financial progress of works contracts), (v) contributing to capacity building activities; (vi) monitor and supervise the implementation of environmental and social management plans; (vii) facilitation and follow-up on all institutional and capacity building activities; and (viii) such other functions as may be specified in the PIM.

9. Memoranda of Understanding

(a) CoK – RWB MoU

- (i) In order to facilitate the implementation of part 1(a) of the Project, the Borrower shall cause the CoK and RWB within thirty (30) days after the Effective Date to execute a Memorandum of Understanding for the provision by RWB of technical support to the CoK for implementation of flood risk and wetland management under part 1(a) of the Project (the “CoK-RWB MoU”).
- (ii) The CoK-RWB MoU shall *inter alia* provide for: (A) the provision by RWB of technical advisory support to CoK in undertaking the flood risk reduction infrastructure, installation of rainfall, water level and discharge monitoring equipment, preparation of the stormwater management master plan; (B) the roles and responsibilities of each party to the MoU; (C) payments to be made by CoK to RWB; and (D) guidelines on procurement, financial management and monitoring.

(b) REMA – RLMUA MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, the Borrower shall cause REMA and RLMUA within thirty (30) days after the Effective Date to execute a Memorandum of Understanding for the execution of the LiDAR survey under part 1(b) of the Project (the “REMA-RLMUA MoU”).
- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RLMUA.

(c) REMA – RWB MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, the Borrower shall cause REMA and RWB within thirty (30) days after the Effective Date to execute a Memorandum of Understanding for the provision by RWB of technical and advisory support to REMA on wetland restoration and rehabilitation and health monitoring under part 1(b) of the Project (the “REMA-RWB MoU”).

- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RWB.

10. Community Upgrading Committees

- (a) The Borrower shall cause each TSC and the CoK, prior to commencement of infrastructure upgrading in each settlement, to establish and maintain throughout Project implementation, Community Upgrading Committees (“CUCs”) composed of key personnel under terms of reference acceptable to the World Bank, including for each CUC: (i) a chairperson; (ii) vice chairperson; (iii) secretary; (iv) women’s representative; and (v) a youth representative.
- (b) The CUCs shall work with city officials at critical review and decision-making points along the planning and implementation process, namely: (i) baseline survey and initial data collection; (ii) feasibility studies for infrastructure investments in the settlement and prioritization; (iii) preparation of preliminary and final community upgrading plans; (iv) preliminary and detailed design for infrastructure investments; (v) monthly site meetings with the construction supervision consultants and contractors; (vi) review and validation of consultants’ reports and deliverables; and (vii) and shall perform such other roles as may be detailed in the PIM.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project Implementing Entity’s respective part of the Project, the Borrower shall make the proceeds of the Loan allocated from time to time to category 1 of the table set forth in Section IV.A.2 of this Schedule available to the Project Implementing Entity under a subsidiary agreement between the Borrower and the Project Implementing Entity, under terms and conditions approved by the World Bank (“REMA Subsidiary Agreement”), which shall include:
- (a) the provision of the Financing to REMA on a grant basis;
- (b) the obligation of REMA to: (i) monitor and evaluate the progress of its respective part of the Project and prepare and submit to the Borrower prompt progress reports; (ii) exchange views with the Borrower, and the World Bank with regard to the progress of its respective part of the Project, and the performance of its obligations under the subsidiary agreement; and (iii) provide the Borrower promptly all such information as the Borrower or the World Bank may reasonably request for purposes of incorporating

- such information in the report referred to in Section 5.08 (c) of the General Conditions;
- (c) the obligation of REMA to carry out its obligations under the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social, labor, health and safety and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required including operation and maintenance costs;
 - (d) the obligation of REMA to promptly notify and inform the Borrower and the World Bank of any condition which interferes or threatens to interfere with the progress of its obligations under the Project and the subsidiary agreement, including but not limited to any Project-related accidents and incidents, such as, for example, fatalities, or allegations of gender-based violence associated with the Project;
 - (e) the obligation of REMA to carry out its obligations under the Project and the subsidiary agreement in accordance with the PIM, the environmental and social instruments, the Procurement Regulations and the Anti-Corruption Guidelines;
 - (f) the obligation of REMA to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to its respective part of the Project; and (ii) at the World Bank's or the Borrower's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Borrower and the World Bank; and
 - (g) the right of the Borrower to take remedial actions against REMA, in case REMA shall have failed to comply with any of its obligations under the subsidiary agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the subsidiary financing availed to REMA pursuant to the subsidiary agreement.
2. The Borrower shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Borrower and the World Bank and to accomplish the purposes of the Loan. Except as the World Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Anti-Corruption

The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Project Implementation Manual (“PIM”)

1. The Borrower shall and shall ensure that the Project is carried out in accordance with the requirements set forth in the Project Implementation Manual (“PIM”). The PIM shall set out detailed guidelines, methods and procedures for the implementation of the Project, including: (a) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration among various Project stakeholders; (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures; (e) internal control procedures; (f) reporting requirements; (g) communication arrangements and procedures; (h) external audit; (i) anti-corruption and fraud mitigation measures; (j) environmental and social risks management, including a detailed description of the grievance redress process as well as any process for recording and reporting Project-related accidents and incidents; (k) monitoring and evaluation arrangements, including procedures and reporting formats; (l) a CERC annex; and (m) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Borrower shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended, any provision of the PIM, without the prior written agreement of the World Bank.
3. Notwithstanding the foregoing, if any provision of the PIM is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

E. Counterpart Funds

1. The Borrower shall allocate and avail an amount equivalent to fifteen million Dollar (\$15,000,000) for the financing of any required resettlement, land acquisition, compensation and relocation under the Project (the “Counterpart Funds”).
2. The Borrower shall disburse the Counterpart Funds in accordance with the provisions of the Annual Work Plan and Budget.

F. Annual Work Plan and Budget

1. The Borrower shall:

- (a) prepare and furnish to the World Bank not later than March 31 in each year (or such other date as the World Bank may agree to) beginning in the Fiscal Year 2022 a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing including the World Bank's and the Borrower's respective shares of the costs in the financing plan;
 - (b) taking into account the World Bank's comments, finalize the plan and furnish it to the World Bank for its approval not later than May 31 in each year (or such other date as the World Bank may agree) beginning in the Fiscal Year 2022; and
 - (c) adopt the plan as shall have been approved by the World Bank (Annual Work Plan and Budget or AWPB).
2. The Borrower shall ensure that the Project is implemented with due diligence and in accordance with the AWPB.
 3. The Borrower shall disburse, promptly as required, the Counterpart Funds as specified in the AWPB and in this Agreement.
 4. The Borrower shall not make or allow to be made any change to the AWPB without prior agreement in writing by the World Bank.
 5. In the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

G. Environmental and Social Standards

1. The Borrower shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the World Bank.
2. Without limitation upon paragraph 1 above, the Borrower shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the World Bank. To this end, the Borrower shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;

- (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the World Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
 4. The Borrower shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the World Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the World Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the World Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the World Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
 5. The Borrower shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the World Bank.
 6. The Borrower shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address

environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.
2. The Borrower shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Borrower shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. Without limitation on the provisions of Part A of this Section, the Borrower shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report, in form and substance satisfactory to the World Bank.
3. The Borrower shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

All goods, works, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in the Procurement Regulations and the provisions of the Procurement Plan.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article III of the Standard Conditions, this Section and such additional instructions as the World Bank may specify by notice to the Borrower (including the “Disbursement Guidelines for Investment Project Financing” dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan (“Category”), the allocations of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training Costs and Operating Costs under Part 1(b) and 3(b)(iv) of the Project	2,380,000	15%
TOTAL AMOUNT	2,380,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is December 31, 2025.

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SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Loan repayable (expressed as a percentage)
On each June 1 and December 1	
commencing December 1, 2030 to and including June 1, 2040	1%
commencing December 1, 2040 to and including June 1, 2060	2%

APPENDIX

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. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “City Management Office” or “CMO” means the structure in the organizational setup of secondary cities charged with management of the urban planning and development operations in the secondary city.
4. “CoK” means the City of Kigali means the decentralised administrative entity of the city of Kigali established under Law N°87/2013 of 11/09/2013 determining the organisation and functioning of Decentralized Administrative Entities.
5. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated September 24, 2020 as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
6. “Environmental and Social Standards” or “ESSs” means, collectively:
(i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and

Information Disclosure"; effective on October 1, 2018, as published by the World Bank.

7. "Kigali Master Plan 2050" means the tool envisaged to enable the city of Kigali to realize its vision 2050 which is to become "a center of urban of excellence in Africa".
8. "LODA" means the Local Administrative Entities Development Agency established pursuant to Article 1 of Law N°62/2013 of 27/08/2013 establishing the Local Administrative Entities Development Agency (LODA) and determining its mission, organisation and functioning, or its successor thereto acceptable to the World Bank.
9. "Master Plans" means in regard to each Target Secondary City, the framework for structure plans that show the land use for economic and social development of the secondary city.
10. "Meteo Rwanda" means the Rwanda Meteorology Agency established pursuant to Law N°54bis/2011 of 14/12/2011 establishing Rwanda Meteorology Agency (Meteo Rwanda) and determining its mission, organisation and functioning, or its successor thereto as acceptable to the World Bank.
11. "MINEMA" or "Ministry of Emergency Management" means the Recipient's ministry responsible for management of disasters and emergencies.
12. "MININFRA" or "Ministry of Infrastructure" means the Borrower's ministry responsible for infrastructure.
13. "National Housing Policy" means the Borrower's housing policy adopted in March 2015, aimed enabling universal access adequate housing in sustainably planned and developed areas reserved for habitation in Rwanda.
14. "National Strategy for Transformation" or "NST1" means the Borrower's seven-year program, 2017 – 2024 for sustained growth and transformation.
15. "National Urbanization Policy" or "NUP" means the Borrower's policy on urbanization of December 2015 that ensures urban physical development is carried out in a well-coordinated manner to create a functional network of development poles and livable, inclusive green urban environment objectively to transform the country's economy and improve the socio-economic conditions for all.
16. "Operating Costs" means the reasonable incremental operating expenses, approved by the World Bank, incurred by the Borrower on account of Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment, office supplies, hire of

Project staff, bank charges and travel and supervision costs but excluding salaries to public/civil servants of the Borrower.

17. “Pilot Program for Climate Resilience” or “PPCR” means the program established under the Strategic Climate Fund in accordance with the Governance Framework for the Strategic Climate Fund for the purposes set forth in the PPCR Design Document.
18. “PPCR Design Document” is the design for the Pilot Program for Climate Resilience, approved by the Strategic Climate Fund Trust Fund Committee and issued on November 18, 2008, and as said design may be amended from time to time in accordance with its terms.
19. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated September 16, 2020 and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.
20. “Procurement Regulations” means the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
21. “Project Implementation Manual” or “PIM” means the implementation manual for the Project referred to under Section I.D of Schedule 2 to this Agreement.
22. “Project Implementing Entity’s Legislation” means Law N°63/2013 of 27/08/2013 determining the mission, organization and functioning of Rwanda Environment Management Authority (REMA).
23. “Project Implementing Entity” means REMA.
24. “REMA Subsidiary Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Borrower shall make the proceeds of the Loan available to the Project Implementing Entity.
25. “REMA” means the Rwanda Environment Management Authority established under Article 1 of Law N°63/2013 of 27/08/2013 determining the mission, organization and functioning of Rwanda Environment Management Authority (REMA), or its successor thereto acceptable to the World Bank.
26. “RHA” means the Rwanda Housing Authority established pursuant to Law N°40/2010 of 25/11/2010 establishing the Rwanda Housing Authority (RHA) and

- determining its responsibilities, organisation and functioning, or its successor thereto as acceptable to the World Bank.
27. “RLMUA” means the Rwanda Land Management and Use Authority established pursuant to Law N°05/2017 of 03/02/2017 establishing Rwanda Land Management and Use Authority and determining its mission, organisation and functioning, or its successor thereto as acceptable to the World Bank.
 28. “RTDA” means the Rwanda Transport Development Authority established pursuant to Law N°02/2010 of 20/01/2010 establishing Rwanda Transport Development Agency (RTDA) and determining its mission, structure and functioning as modified and complemented by Law N°29/2014 of 14/08/2014, or its successor thereto as acceptable to the World Bank.
 29. “RWB” means the Rwanda Water Resources Board established pursuant to Law N° 71/2019 determining its mission and responsibilities with goal to ensure sufficient water resources for long-term economic growth and to reduce the impact of flooding and landslide risks.
 30. “Signature Date” means the later of the two dates on which the Borrower and the World Bank signed this Agreement.
 31. “Standard Conditions” means the Standard Conditions for Loans Made by the World Bank Out of the Climate Investment Funds, dated February 18, 2014.
 32. “Target Secondary Cities” or “TSCs” means the secondary cities of Huye, Muhanga, Musanze, Nyagatare, Rubavu and Rusizi in the Borrower’s territory or such other cities as may be agreed between the World Bank and the Borrower, and “Target Secondary City” or “TSC” means each such individual secondary city.
 33. “Training Costs” means the reasonable cost of training under the Project, as approved by the World Bank, 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.
 34. “Vision 2050” means the long-term national development vision established by the government of Rwanda to drive the country’s desired socio-economic growth towards achieving a high-income country status by 2050.
 35. “WASAC” means the Water and Sanitation Corporation setup to manage the water and sanitation services in Rwanda pursuant to Prime Minister’s Order N°87/03 of 16/08/2014 determining modalities of transfer of responsibilities and property of

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Energy, Water And Sanitation Authority (EWSA), to *inter alia*, WASAC, or its successor thereto as acceptable to the World Bank.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 005/01 ryo ku wa 05/02/2021 ryemeza burundu Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Urwego rushinzwe Ibikorwa bya Gahunda y'Icyitegererezo mu Guhangana n'Ihindagurika ry'Ikirere iterwa Inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekanye n'inguzanyo ingana na miliyon i ebyiri n'ibihumbi magana atatu na mirongo inani z'Amadolari y'Abanyamerika (2.380.000 USD) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Ugushyingo 2020</p>	<p>Seen to be annexed to Presidential Order n° 005/01 of 05/02/2021 ratifying the Loan Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an Implementing Entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund, relating to the loan of two million three hundred eighty thousand American Dollars (USD 2,380,000) for the Second Rwanda Urban Development Project, signed at Kigali, Rwanda, on 12 November 2020</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 005/01 du 05/02/2021 ratifiant l'Accord de Prêt entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'Entité d'Exécution du Programme Pilote pour la Résilience Climatique dans le Cadre du Fonds Stratégique pour le Climat, relatif au prêt de deux millions trois cent quatre-vingt mille de dollars américains (2.380.000 USD) pour le Second Projet de Développement Urbain au Rwanda, signé à Kigali au Rwanda, le 12 novembre 2020</p>
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Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 006/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBLIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUSHINZWE IBIKORWA BY'IKIGEGA KIGAMIJE KURENGERA IBIDUKIKIJE KU ISI, YEREKERANYE N'IMPANO INGANA NA MILIYONI UMUNANI N'IBIHUMBI MIRONGO IRINDWI NA BIBIRI NA MAGANA ABIRI NA CUMI N'ATANU Z'AMADOLARI Y'ABANYAMERIKA (8.072.215 USD) AGENEWÉ UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIYI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 UGUSHYINGO 2020</p>	<p>PRESIDENTIAL ORDER N° 006/01 OF 05/02/2021 RATIFYING THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING AGENCY OF THE GLOBAL ENVIRONMENT FACILITY, RELATING TO THE GRANT OF EIGHT MILLION SEVENTY-TWO THOUSAND TWO HUNDRED FIFTEEN AMERICAN DOLLARS (USD 8,072,215) FOR THE SECOND RWANDA URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 12 NOVEMBER 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 006/01 DU 05/02/2021 RATIFIANT L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT EN TANT QU'AGENCE D'EXÉCUTION DU FONDS POUR L'ENVIRONNEMENT MONDIAL, RELATIF AU DON DE HUIT MILLIONS SOIXANTE-DOUZE MILLE DEUX CENT QUINZE DE DOLLARS AMÉRICAINS (8.072.215 USD) POUR LE SECOND PROJET DE DÉVELOPPEMENT URBAIN AU RWANDA, SIGNÉ À KIGALI AU RWANDA, LE 12 NOVEMBRE 2020</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIÈRES</u></p>
<p><u>Ingingo ya mbere:</u> Kwemeza burundu</p>	<p><u>Article One:</u> Ratification</p>	<p><u>Article premier:</u> Ratification</p>
<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p>	<p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p>
<p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEKA RYA PEREZIDA N° 006/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBLIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE NK'URWEGO RUSHINZWE IBIKORWA BY'IKIGEGA KIGAMIJE KURENGERA IBIDUKIKIJE KU ISI, YEREKERANYE N'IMPANO INGANA NA MILIYONI UMUNANI N'IBIHUMBI MIRONGO IRINDWI NA BIBIRI NA MAGANA ABIRI NA CUMI N'ATANU Z'AMADOLARI Y'ABANYAMERIKA (8.072.215 USD) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJYI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 UGUSHYINGO 2020</p>	<p>PRESIDENTIAL ORDER N° 006/01 OF 05/02/2021 RATIFYING THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING AGENCY OF THE GLOBAL ENVIRONMENT FACILITY, RELATING TO THE GRANT OF EIGHT MILLION SEVENTY-TWO THOUSAND TWO HUNDRED FIFTEEN AMERICAN DOLLARS (USD 8,072,215) FOR THE SECOND RWANDA URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 12 NOVEMBER 2020</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 006/01 DU 05/02/2021 RATIFIANT L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT EN TANT QU'AGENCE D'EXÉCUTION DU FONDS POUR L'ENVIRONNEMENT MONDIAL, RELATIF AU DON DE HUIT MILLIONS SOIXANTE-DOUZE MILLE DEUX CENT QUINZE DE DOLLARS AMÉRICAINS (8.072.215 USD) POUR LE SECONDE PROJET DE DÉVELOPPEMENT URBAIN AU RWANDA, SIGNÉ À KIGALI AU RWANDA, LE 12 NOVEMBRE 2020</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>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;</p>	<p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p>	<p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p>

<p>Dushingiye ku Itegeko n° 004/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano y'Impano hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Urwego rushinzwe Ibikorwa by'Ikigega kigamije Kurengera Ibidukikije ku Isi, yerekeryane n'impano ingana na miliyoni umunani n'ibihumbi mirongo irindwi na bibiri na magana abiri na cumi n'atanu z'Amadolari y'Abanyamerika (8.072.215 USD) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi, yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ugushyingo 2020;</p>	<p>Pursuant to Law n° 004/2021 of 04/02/2021 approving the ratification of the Grant Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility, relating to the grant of eight million seventy-two thousand two hundred fifteen American Dollars (USD 8,072,215) for the Second Urban Development Project, signed at Kigali, Rwanda, on 12 November 2020;</p>	<p>Vu la Loi n° 004/2021 du 04/02/2021 approuvant la ratification de l'Accord de Don entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'Agence d'Exécution du Fonds pour l'Environnement Mondial, relatif au don de huit millions soixante-douze mille deux cent quinze Dollars Américains (8.072.215 USD) pour le Second Projet de Développement Urbain, signé à Kigali au Rwanda, le 12 novembre 2020;</p>
<p>Tumaze kubona Amasezerano y'Impano hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Urwego rushinzwe Ibikorwa by'Ikigega kigamije Kurengera Ibidukikije ku Isi, yerekeryane n'impano ingana na miliyoni umunani n'ibihumbi mirongo irindwi na bibiri na magana abiri na cumi n'atanu z'Amadolari y'Abanyamerika (8.072.215 USD) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Ugushyingo 2020;</p>	<p>Considering the Grant Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility, relating to the grant of eight million seventy-two thousand two hundred fifteen American Dollars (USD 8,072,215) for the Second Rwanda Urban Development Project, signed at Kigali, Rwanda, on 12 November 2020;</p>	<p>Considérant l'Accord de Don entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'Agence d'Exécution du Fonds pour l'Environnement Mondial, relatif au don de huit millions soixante-douze mille deux cent quinze de dollars américains (8.072.215 USD) pour le Second Projet de Développement Urbain au Rwanda, signé à Kigali au Rwanda, le 12 novembre 2020;</p>
<p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p>	<p>On proposal by the Minister of Finance and Economic Planning;</p>	<p>Sur proposition du Ministre des Finances et de la Planification Économique;</p>
<p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p>	<p>After consideration and approval by the Cabinet meeting;</p>	<p>Après examen et adoption par le Conseil des Ministres;</p>

TWATEGETSE KANDI DUTEGETSE:	HAVE ORDERED AND ORDER:	AVONS ARRÊTÉ ET ARRÊTONS:
<p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano y'Impano hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Urwego rushinzwe Ibikorwa by'Ikigega kigamije Kurengera Ibibukikije ku Isi, yerekeryane n'impano ingana na miliyoni umunani n'ibihumbi mirongo irindwi na bibiri na magana abiri na cumi n'atanu z'Amadolari y'Abanyamerika (8.072.215 USD) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Ugeschyingo 2020, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka.</p>	<p><u>Article One: Ratification</u></p> <p>The Grant Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility, relating to the grant of eight million seventy-two thousand two hundred fifteen American Dollars (USD 8,072,215) for the Second Rwanda Urban Development Project, signed at Kigali, Rwanda, on 12 November 2020, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Infrastructure are entrusted with the implementation of this Order.</p>	<p><u>Article premier : Ratification</u></p> <p>L'Accord de Don entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'Agence d'Exécution du Fonds pour l'Environnement Mondial, relatif au don de huit millions soixante-douze mille deux cent quinze de dollars américains (8.072.215 USD) pour le Second Projet de Développement Urbain au Rwanda, signé à Kigali au Rwanda le 12 novembre 2020, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.</p>

<u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u>	<u>Article 3: Commencement</u>	<u>Article 3: Entrée en vigueur</u>
Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 006/01 RYO KU WA 05/02/2021 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA REPUBLIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBRE NK'URWEGO RUSHINZWE IBIKORWA BY'IKIGEGA KIGAMIJE KURENGERA IBIDUKIKIJE KU ISI, YEREKERANYE N'IMPANO INGANA NA MILYONI UMUNANI N'IBIHUMBI MIRONGO IRINDWI NA BIBIRI NA MAGANA ABIRI NA CUMI N'ATANU Z'AMADOLARI Y'ABANYAMERIKA (8.072.215 USD) AGENEWE UMUSHINGA WA KABIRI W'ITERAMBRE RY'IMIJIYI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 UGUSHYINGO 2020</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 006/01 OF 05/02/2021 RATIFYING THE GRANT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING AGENCY OF THE GLOBAL ENVIRONMENT FACILITY, RELATING TO THE GRANT OF EIGHT MILLION SEVENTY-TWO THOUSAND TWO HUNDRED FIFTEEN AMERICAN DOLLARS (USD 8,072,215) FOR THE SECOND RWANDA URBAN DEVELOPMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 12 NOVEMBER 2020</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 006/01 DU 05/02/2021 RATIFIANT L'ACCORD DE DON ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT AGISSANT EN TANT QU'AGENCE D'EXÉCUTION DU FONDS POUR L'ENVIRONNEMENT MONDIAL, RELATIF AU DON DE HUIT MILLIONS SOIXANTE-DOUZE MILLE DEUX CENT QUINZE DE DOLLARS AMÉRICAINS (8.072.215 USD) POUR LE SECOND PROJET DE DÉVELOPPEMENT URBAIN AU RWANDA, SIGNÉ À KIGALI AU RWANDA, LE 12 NOVEMBRE 2020</p>
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GEF GRANT NUMBER TF0B3927

Global Environment Facility Grant Agreement

(Second Rwanda Urban Development Project)

between

REPUBLIC OF RWANDA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility**

GEF GRANT NUMBER TF0B3927

**GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between the Republic of Rwanda (“Recipient”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”), acting as an implementing agency of the Global Environment Facility (“GEF”).

The Recipient and the Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

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

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall cause Parts 1(b) and 3(b)(iv) of the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article II of the Standard Conditions, Schedule 2 to this Agreement and the Project Agreement.

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed eight million seventy-two thousand two hundred fifteen United States Dollars (\$8,072,215) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors

under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:
 - (a) the REMA Subsidiary Agreement as referred to in Section I.B of Schedule 2 to this Agreement, has been executed between Recipient and the Project Implementing Entity in form and substance satisfactory to the Bank;
 - (b) the Recipient has prepared and adopted a Project Implementation Manual ("PIM"), as referred to in Section I.C of Schedule 2 to this Agreement, in form and substance satisfactory to the Bank; and
 - (c) the execution and delivery of the Project Agreement on behalf of the Project Implementing Entity has been duly authorized or ratified by all necessary and corporate action.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01 (a) and (c), there shall be furnished to the Bank an opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the Bank of a competent official, showing the following matters:
 - (a) the Subsidiary Agreement referred to in Section I.B of Schedule 2 to this Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon each such party in accordance with its terms; and
 - (b) on behalf of the Project Implementing Entity, that the Project Agreement has been duly authorized or ratified by, and executed and delivered on behalf of the Project Implementing Entity and is legally binding upon it in accordance with its terms.
- 4.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

- 4.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article V
Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Recipient's minister responsible for finance.
- 6.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Telephone:	Fax:	E-mail:
+250 25 257 7581	+250 25 257 5756	mfin@minecofin.gov.rw

- 6.03. For purposes of Section 7.01 of the Standard Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423 (MCI) or 64145 (MCI)	1-202-477-6391	rwandainfo@worldbank.org

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Uzziel Ndagijimana

Authorized Representative

Name: _____
Uzziel Ndagijimana

Title: _____ Minister of Finance and Economic Planning

Date: _____
12-Nov-2020

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
(acting as an Implementing Agency of the
Global Environment Facility)**

By

Rolande Pryce

Authorized Representative

Name: _____
Rolande Pryce

Title: _____ Country Manager

Date: _____
06-Nov-2020

SCHEDULE 1 Project Description

The objective of the Project is to improve access to basic services, enhance resilience and strengthen integrated urban planning and management in the City of Kigali and the six secondary cities of Rwanda.

The Project consists of the following parts:

Part 1: Support to the City of Kigali (CoK).

- (a) **Integrated urban planning for resilient, inclusive infrastructure delivery, through financing and support for:**
- (i) urban upgrading through an integrated package of investments, including detailed designs, construction supervision and preparation of environmental and social instruments, in select unplanned settlements (including Nyarugenge, Kicukiro and Gasabo districts). The urban upgrading will comprise a comprehensive menu of infrastructure investments including, access streets, street lighting, stormwater drainage, green infrastructure, solid waste collection points, onsite sanitation, water supply, community facilities, local market improvements, multi-purpose facilities and public spaces;
 - (ii) flood risk reduction infrastructure in flood-prone areas located near the upgrading including the rehabilitation of culverts, bridges, channels, and drains, as well as implementation of suitable nature-based solutions (NBS) sites;
 - (iii) technical assistance for development and preparation of a stormwater management master plan (SWMMP) for the CoK and for water level monitoring;
 - (iv) installation of rainfall sensors and hydrological stations with water level and discharge monitoring in the urban area and wetlands of Kigali and its immediate surroundings;
 - (v) technical assistance for implementation of the Kigali Master Plan 2050 including, support for the development of detailed area plans for select unplanned settlements and a feasibility study to assess the feasibility of implementing sites and services; and
 - (vi) institutional capacity development of CoK to strengthen its economic and spatial planning for resilient infrastructure and service provision in view of optimal allocation of spaces and resources, including through, support for urban management specialists, consultants to assist in training and

mentoring, to develop systems and procedures, and to undertake other activities aimed at strengthening urban management functions, trainings, and financing for equipment and tools needed to undertake urban management and urban development activities.

(b) Evidence-based, sustainable wetland management, flood risk management and greenhouse gas monitoring, through financing and support for:

- (i) design, implementation and monitoring of NBS to reduce flood risks, enhance biodiversity, and strengthen resilience of the CoK through rehabilitation of wetlands impacted by historical land-uses, such as industrial use and urbanization (such wetlands to include Gikondo, Kibumba, Rugenge, Rwintare and Nyabugogo wetlands). Wetland rehabilitation will also include support for basic infrastructure for hospitality, tourism and recreation;
- (ii) technical assistance to: (A) explore opportunities for partnerships with the private sector to invest in the rehabilitation of the wetlands and their buffer zones, including the design and piloting of innovative financing and impact-driven financing instruments to support the implementation of urban planning solutions that center biodiversity, ecosystem services, and climate adaptation and mitigation; and (B) support the CoK to develop a framework for Greenhouse Gas (GHG) accounting;
- (iii) development of a detailed city-wide digital terrain model (DTM) using an aerial Light Detection and Ranging (LiDAR) and photogrammetric survey; and
- (iv) advocacy, knowledge exchange and partnerships on sustainable urbanization.

Part 2: Support to Secondary Cities

(a) Infrastructure and service delivery in secondary cities, through financing and support for:

- (i) infrastructure development including roads, drainage, pedestrian walkways and streetlighting in the Target Secondary Cities (TSCs);
- (ii) comprehensive upgrading in unplanned settlements prioritized by the TSCs including provision of offsite infrastructure such as drainage and roads; and
- (iii) technical assistance for feasibility studies, planning, design and supervision for infrastructure development and upgrading in unplanned settlements.

- (b) **Institutional and capacity development of secondary cities, through financing and support for the establishment and functioning of City Management Offices (CMOs) through:**
- (i) development of a roadmap for CMO development outlining the key urban functions to be carried out by CMOs;
 - (ii) preparation of medium-term (five-year) and annual Institutional and Capacity Development (ICD) plans for urban management; and
 - (iii) implementation of the Master Plans for the respective Target Secondary City (TSC) focused on the development of detailed area plans for selected unplanned settlements in each TSC.

Part 3: Institutional Capacity Development and Project Management

- (a) **Institutional capacity development at national level, through financing and support for technical assistance for:**
- (i) development of a national urbanization strategy, through support for: (A) review of the National Urbanization Policy (NUP) and development of its implementation strategy and action plan; and (B) establishment of an urbanization monitoring information system (UMIS);
 - (ii) development of a comprehensive housing strategy to strengthen the National Housing Policy and build on and expand investments in urban upgrading and sites and services;
 - (iii) development a strategy for implementing sites and services schemes in Rwanda including, estimating the capacity and appetite for land value capture in plot servicing; and
 - (iv) implementation of a national solid waste management strategy through the development of feasibility studies on disposal facilities in the TSCs and the dissemination of knowledge generated from city to city in the Republic of Rwanda.
- (b) **Project management, through financing and support to:** (i) MININFRA PCU; (ii) LODA-SPIU; (iii) the Target Secondary Cities PIUs; (iv) REMA-SPIU; and (v) CoK-KUUT, for financial management and procurement, environmental and social risks management, implementation supervision, contract management, monitoring and evaluation, communication and citizen engagement and staffing within the respective project coordinating unit, project implementing units and urban upgrading team.

Part 4: Contingency Emergency Response:

Providing immediate response to an Eligible Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall designate and charge the MININFRA with overall responsibility for Project coordination and implementation.

2. MININFRA Project Coordinating Unit

(a) The Recipient shall maintain throughout Project implementation the Project Coordinating Unit (PCU) in MININFRA with resources and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Bank, including: (i) a Project coordinator (who shall report to and act under the direction of the Urbanization, Human Settlement and Housing Development Director General); (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) Procurement specialist; (v) an environmental and social risks management specialist; and (vi) such other specialists performing such functions as may be further detailed in the Project Implementation Manual (PIM).

(b) The PCU shall be responsible for: (i) overall day-to-day coordination and management, including direct support to the implementing agencies; (ii) project management and implementation of activities under Part 3(a) and 3(b)(i); (iii) overall project monitoring and evaluation; (iv) progress reporting on a quarterly basis; (v) the PCU environmental and social risks management specialist shall be responsible for coordinating reporting on environmental and social issues from the various implementing entities under the Project; (vi) coordination among the environmental and social specialists coordinating the preparations of the relevant environmental and social instruments with the procurement teams preparing the tender documents; (vii) preparation of a comprehensive monitoring and evaluation report which includes updates of national level activities across all implementation entities/agencies; and (viii) such other functions as may be detailed in the PIM.

3. National Steering Committee

(a) The Recipient shall within thirty (30) days after the Effective Date establish and maintain throughout Project implementation the National Steering Committee (“NSC”).

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- (b) The NSC shall be comprised of the Minister of State in charge of National Treasury in MINECOFIN, Permanent Secretaries of MININFRA, MINALOC, MoE and MINEMA, Director Generals of RWB, LODA, and REMA, the City Manager of CoK, or and including such other persons as may be agreed between the Recipient and the Bank and further detailed in the PIM.
- (c) The NSC shall be responsible for: (i) providing overall strategic guidance and oversight to the Project, including policy and strategic issues related to urbanization; (ii) reviewing and approving annual work plans; (iii) provide high-level project oversight and policy coordination, including addressing any inter-governmental issues that may need to be resolved at government level; and (iv) such other functions as may be further detailed in the PIM.
- (d) The NSC shall meet at least semi-annually or more often as warranted to ensure timely implementation of the Project.

4. **Project Technical Committee**

- (a) The Recipient shall within thirty (30) days after the Effective Date establish and maintain throughout Project implementation a Project Technical Committee (“PTC”). The Recipient shall take all measures required on its behalf to ensure proper functioning of the PTC during implementation of the Project. The PTC shall be comprised of the project coordinators at the MININFRA PCU, LODA-SPIU, CoK-KUUT and the REMA-SPIU, Project focal persons in RWB, MINEMA, RTDA, RHA, RRA, WASAC and Meteo Rwanda, and such other persons as may be agreed between the Recipient and the Bank and detailed in the PIM.
- (b) The PTC shall report to the NSC, and shall be responsible for: (i) providing, through the implementing entities under the Project, technical advisory support to Project contractors and consultants; (ii) reviewing implementation progress; (iii) preparation of a monitoring and evaluation capacity building plan; and (iv) such other functions as may be further detailed in the PIM.
- (c) The Recipient shall and shall cause to be designated Project focal persons at RWB, MINEMA, RTDA, RHA, RRA, WASAC and Meteo Rwanda who shall provide technical and advisory support to facilitate implementation of the Project.
- (d) The PTC shall meet at least once every calendar quarter or more often as warranted to ensure timely implementation of the Project.

5. REMA Single Project Implementation Unit

- (a) The Recipient shall cause REMA to maintain, throughout Project implementation, the REMA Single Project Implementation Unit (REMA-SPIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Bank, including: (i) a Project coordinator; (ii) monitoring and evaluation specialist, (iii) financial management specialist; (iv) procurement specialist; (v) hydrology engineer; (vi) ecology specialist; (vii) an environmental and social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the Bank and detailed in the PIM.
- (b) The REMA-SPIU shall be responsible *inter alia* for implementation part 1(b) and 3(b)(iv) of the Project, including: (i) wetland management, rehabilitation and health monitoring; (ii) technical assistance for a high-resolution DTM; and (iii) promoting advocacy, knowledge exchange and partnerships, in close coordination with CoK and with technical advisory support from RWB and technical and procurement support from the Rwanda Land Management and Use Authority (RLMUA).

6. LODA Single Project Implementation Unit

- (a) The Recipient shall cause LODA to maintain, throughout Project implementation, the LODA Single Project Implementation Unit (LODA-SPIU), with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Bank, including: (i) Project coordinator; (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) procurement specialist; (v) environmental risks management specialist; (vi) social risks management specialist; (vii) civil engineer; and (viii) such other technical and fiduciary specialists, personnel or consultants including one field-support civil engineer, as may be agreed with the World Bank and detailed in the PIM.
- (b) The LODA-SPIU shall be responsible *inter alia* for: (i) implementation of part 2(b) and 3(b)(ii) of the Project; (ii) oversight of district governance and local economic development (LED) activities; and (iii) such other functions as may be detailed in the PIM.

7. CoK Kigali Urban Upgrading Team

- (a) The Recipient shall cause the CoK to maintain, throughout Project implementation, the CoK Kigali Urban Upgrading Team (CoK-KUUT) with adequate resources and facilitation and composed of key staff, with

qualifications, experience and under terms of reference acceptable to the Bank, including: (i) a Project Coordinator; (ii) monitoring and evaluation specialist; (iii) procurement specialist; (iv) financial management specialist; (v) civil engineer (with expertise in stormwater management); (vi) an environmental risks management specialist; (vii) a social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the Bank and detailed in the PIM.

- (b) The CoK-KUUT shall be responsible *inter alia* for: (i) implementation of part 1(a) and 3(b)(v) of the Project; (ii) environmental and social management and supervision; (iii) monitoring and evaluation; (iv) facilitation and follow-up on all institutional and capacity building activities at CoK; and (v) such other functions as may be specified in the PIM.

8. **Target Secondary Cities Project Implementation Units**

- (a) The Recipient shall cause each Target Secondary City to within thirty (30) days after the Effective Date establish and maintain, throughout Project implementation, a TSC Project Implementation Unit (TSC-PIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Bank, including for each TSC-PIU: (i) a project focal person (who will also carry-out the monitoring and evaluation function); and (ii) an environmental and social risks management specialist.
- (b) The TSC-PIUs shall be responsible *inter alia* for: (i) implementation of part 2(a) of the Project; (ii) liaising with relevant offices of the city to ensure implementation is in accordance with the Project's Environmental and Social instruments and fiduciary guidelines; (iii) monitoring and evaluation reporting including preparation of quarterly monitoring and evaluation reports for submission to the LODA-SPIU; (iv) disseminating information about the Project (including contract awards, physical and financial progress of works contracts); (v) contributing to capacity building activities; (vi) monitor and supervise the implementation of environmental and social management plans; (vii) facilitation and follow-up on all institutional and capacity building activities; and (viii) such other functions as may be specified in the PIM.

9. Memoranda of Understanding

(a) CoK – RWB MoU

- (i) In order to facilitate the implementation of part 1(a) of the Project, the Recipient shall cause the CoK and RWB within thirty (30) days after the Effective Date to execute a Memorandum of Understanding for the provision by RWB of technical support to the CoK for implementation of flood risk and wetland management under part 1(a) of the Project (the “CoK-RWB MoU”).
- (ii) The CoK-RWB MoU shall *inter alia* provide for: (A) the provision by RWB of technical advisory support to CoK in undertaking the flood risk reduction infrastructure, installation of rainfall, water level and discharge monitoring equipment, preparation of the stormwater management master plan; (B) the roles and responsibilities of each party to the MoU; (C) payments to be made by CoK to RWB; and (D) guidelines on procurement, financial management and monitoring.

(b) REMA – RLMUA MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, the Recipient shall cause REMA and RLMUA within thirty (30) days after the Effective Date to execute a Memorandum of Understanding for the execution of the LiDAR survey under part 1(b) of the Project (the “REMA-RLMUA MoU”).
- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RLMUA.

(c) REMA – RWB MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, the Recipient shall cause REMA and RWB within thirty (30) days after the Effective Date to execute a Memorandum of Understanding for the provision by RWB of technical and advisory support to REMA on wetland restoration and rehabilitation and health monitoring under part 1(b) of the Project (the “REMA-RWB MoU”).

- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RWB.

10. Community Upgrading Committees

- (a) The Recipient shall cause each TSC and the CoK, prior to commencement of infrastructure upgrading in each settlement, to establish and maintain throughout Project implementation, Community Upgrading Committees (“CUCs”) composed of key personnel under terms of reference acceptable to the Bank, including for each CUC: (i) a chairperson; (ii) vice chairperson; (iii) secretary; (iv) women’s representative; and (v) a youth representative.
- (b) The CUCs shall work with city officials at critical review and decision-making points along the planning and implementation process, namely: (i) baseline survey and initial data collection; (ii) feasibility studies for infrastructure investments in the settlement and prioritization; (iii) preparation of preliminary and final community upgrading plans; (iv) preliminary and detailed design for infrastructure investments; (v) monthly site meetings with the construction supervision consultants and contractors; (vi) review and validation of consultants’ reports and deliverables; and (vii) shall perform such other roles as may be detailed in the PIM.

B. Subsidiary Agreements.

1. To facilitate the carrying out of the Project Implementing Entity’s respective part of the Project, the Recipient shall make part of the proceeds of the Financing available to the Project Implementing Entity under subsidiary agreement executed between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Bank (the “REMA Subsidiary Agreement”), which shall:
- (a) the provision of the Financing to REMA on a grant basis;
- (b) the obligation of REMA to: (i) monitor and evaluate the progress of its respective part of the Project and prepare and submit to the Recipient prompt progress reports; (ii) exchange views with the Recipient, and the Bank with regard to the progress of its respective part of the Project, and the performance of its obligations under the subsidiary agreement; and (iii) provide the Recipient promptly all such information as the Recipient or the Bank may reasonably request for purposes of incorporating such

information in the report referred to in Section 5.08 (c) of the General Conditions;

- (c) the obligation of REMA to carry out its obligations under the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social, labor, health and safety and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required including operation and maintenance costs;
 - (d) the obligation of REMA to promptly notify and inform the Recipient and the Bank of any condition which interferes or threatens to interfere with the progress of its obligations under the Project and the subsidiary agreement, including but not limited to any Project-related accidents and incidents, such as, for example, fatalities, or allegations of gender-based violence associated with the Project;
 - (e) the obligation of REMA to carry out its obligations under the Project and the subsidiary agreement in accordance with the PIM, the environmental and social instruments, the Procurement Regulations and the Anti-Corruption Guidelines;
 - (f) the obligation of REMA to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to its respective part of the Project; and (ii) at the Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Recipient and the Bank; and
 - (g) the right of the Recipient to take remedial actions against REMA, in case REMA shall have failed to comply with any of its obligations under the subsidiary agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the subsidiary financing availed to REMA pursuant to the subsidiary agreement.
2. The Recipient shall exercise its rights under the REMA Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Financing. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the REMA Subsidiary Agreement or any of its provisions.

C. Project Implementation Manual (“PIM”)

1. The Recipient shall and shall ensure that the Project is carried out in accordance with the requirements set forth in the Project Implementation Manual (“PIM”). The PIM shall set out detailed guidelines, methods and procedures for the implementation of the Project, including: (a) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration among various Project stakeholders; (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures; (e) internal control procedures; (f) reporting requirements; (g) communication arrangements and procedures; (h) external audit; (i) anti-corruption and fraud mitigation measures; (j) environmental and social risks management, including a detailed description of the grievance redress process as well as any process for recording and reporting Project-related accidents and incidents; (k) monitoring and evaluation arrangements, including procedures and reporting formats; (l) a CERC annex; and (m) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Recipient shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended, any provision of the PIM, without the prior written agreement of the Bank.
3. Notwithstanding the foregoing, if any provision of the PIM is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

D. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Emergency Response Part”), the Recipient shall:
 - (a) prepare and furnish to the Bank for its review and approval, a Contingency Emergency Response Manual (“CER Manual”) which shall set forth detailed implementation arrangements for the Emergency Response Part, including: (i) any additional institutional structures or arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for the Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social risks management arrangements and instruments the Emergency

- Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;
- (b) afford the Bank a reasonable opportunity to review the proposed CER Manual;
 - (c) promptly adopt the CER Manual for the Emergency Response Part as accepted by the Bank and integrate it as an annex to the Project Implementation Manual;
 - (d) ensure that the Emergency Response Part is carried out in accordance with the CER Manual; provided, however, that in the event of any inconsistency between the provisions of the CER Manual and this Agreement, the provisions of this Agreement shall prevail; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the CER Manual without the prior written approval by the Bank.
2. The Recipient shall, throughout the implementation of the Emergency Response Part, maintain the institutional structures and arrangements established in accordance with the CER Manual, with adequate staff and resources satisfactory to the Bank.
 3. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:
 - (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Bank a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Bank has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (b) the Recipient has ensured the preparation and disclosure of all environmental and social instruments as may be required for said activities in accordance with the CER Manual, the Bank has approved all said instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.”

E. Counterpart Funds

1. The Recipient shall allocate and avail an amount equivalent to fifteen million Dollar (\$15,000,000) for the financing of any required resettlement, land acquisition, compensation and relocation under the Project (the “Counterpart Funds”).

2. The Recipient shall disburse the Counterpart Funds in accordance with the provisions of the Annual Work Plan and Budget.

F. Annual Work Plan and Budget

1. The Recipient shall:
 - (a) prepare and furnish to the Bank not later than March 31 in each year (or such other date as the Bank may agree to) beginning in the Fiscal Year 2022 a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing including the Bank's and the Recipient's respective shares of the costs in the financing plan;
 - (b) taking into account the Bank's comments, finalize the plan and furnish it to the Bank for its approval not later than May 31 in each year (or such other date as the Bank may agree) beginning in the Fiscal Year 2022; and
 - (c) adopt the plan as shall have been approved by the Bank (Annual Work Plan and Budget or AWPB).
2. The Recipient shall ensure that the Project is implemented with due diligence and in accordance with the AWPB.
3. The Recipient shall disburse, promptly as required, the Counterpart Funds as specified in the AWPB and in this Agreement.
4. The Recipient shall not make or allow to be made any change to the AWPB without prior agreement in writing by the Bank.
5. In the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

G. Environmental and Social Standards

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

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

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of Grant Proceeds

A. General

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

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training Costs and Operating Costs under Parts 1(b) and 3(b)(iv) of the Project	8,072,215	55%
TOTAL AMOUNT	8,072,215	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is December 31, 2025.

APPENDIX

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. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
3. “City Management Office” or “CMO” means the structure in the organizational setup of secondary cities charged with management of the urban planning and development operations in the secondary city.
4. “Contingency Emergency Response Manual” and the acronym “CER Manual” means the manual referred to in Section I.D.1 of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part and form part of the Project Implementation Manual in accordance with the provisions of said Section.
5. “CoK” means the City of Kigali means the decentralised administrative entity of the city of Kigali established under Law N°87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities.
6. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
7. “Emergency Expenditure” means any of the eligible expenditures set forth in the CER Manual in accordance with the provisions of Section I.D of Schedule 2 to this Agreement and required for the Emergency Response Part.
8. “Emergency Response Part” means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 4 of the Project.
9. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated September 24, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and

- reporting arrangements, and any environmental and social instruments to be prepared thereunder.
10. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
 11. “Kigali Master Plan 2050” means the tool envisaged to enable the city of Kigali to realize its vision 2050 which is to become “a center of urban of excellence in Africa”.
 12. “LODA” means the Local Administrative Entities Development Agency established pursuant to Article 1 of Law N°62/2013 of 27/08/2013 establishing the Local Administrative Entities Development Agency (LODA) and determining its mission, organisation and functioning, or its successor thereto acceptable to the Bank.
 13. “Master Plans” means in regard to each Target Secondary City, the framework for structure plans that show the land use for economic and social development of the secondary city.
 14. “Meteo Rwanda” means the Rwanda Meteorology Agency established pursuant to Law N°54bis/2011 of 14/12/2011 establishing Rwanda Meteorology Agency (Meteo Rwanda) and determining its mission, organisation and functioning, or its successor thereto as acceptable to the Bank.
 15. “MINEMA” or “Ministry of Emergency Management” means the Recipient’s ministry responsible for management of disasters and emergencies.
 16. “MININFRA” or “Ministry of Infrastructure” means the Recipient’s ministry responsible for infrastructure.

17. “National Urbanization Policy” or “NUP” means the Recipient’s policy on urbanization of December 2015 that ensures urban physical development is carried out in a well-coordinated manner to create a functional network of development poles and livable, inclusive green urban environment objectively to transform the country’s economy and improve the socio-economic conditions for all.
18. “National Housing Policy” means the Recipient’s housing policy adopted in March 2015, aimed enabling universal access adequate housing in sustainably planned and developed areas reserved for habitation in Rwanda.
19. “National Strategy for Transformation” or “NST1” means the Recipient’s seven-year program, 2017 – 2024 for sustained growth and transformation.
20. “Operating Costs” means the reasonable incremental operating expenses, approved by the Bank, incurred by the Recipient on account of Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment, office supplies, hire of Project staff, bank charges and travel and supervision costs but excluding salaries to public/civil servants of the Recipient.
21. “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.
22. “Project Agreement” means the agreement between the Bank and the Project Implementing Entity relating to the implementation of part 1(b) and 3(b)(iv) of the Project, as such agreement may be amended from time to time. “Project Agreement” includes the Standard Conditions as applied to the Project Agreement, and all appendices, schedules and agreements supplemental to the Project Agreement.
23. “Project Implementing Entity” means REMA.
24. “Project Implementation Manual” or “PIM” means the implementation manual for the Project referred to under Section I.C of Schedule 2 to this Agreement.
25. “REMA” means the Rwanda Environment Management Authority established under Article 1 of Law N°63/2013 of 27/08/2013 determining the mission, organization and functioning of Rwanda Environment Management Authority (REMA), or its successor thereto acceptable to the Bank.
26. “REMA Subsidiary Agreement” means the subsidiary agreement referred to under Section I.B of Schedule 2 to this Agreement entered into between REMA and the Recipient.

27. “RHA” means the Rwanda Housing Authority established pursuant to Law N°40/2010 of 25/11/2010 establishing the Rwanda Housing Authority (RHA) and determining its responsibilities, organisation and functioning, or its successor thereto as acceptable to the Bank.
28. “RLMUA” means the Rwanda Land Management and Use Authority established pursuant to Law N°05/2017 of 03/02/2017 establishing Rwanda Land Management and Use Authority and determining its mission, organisation and functioning, or its successor thereto as acceptable to the Bank.
29. “RTDA” means the Rwanda Transport Development Authority established pursuant to Law N°02/2010 of 20/01/2010 establishing Rwanda Transport Development Agency (RTDA) and determining its mission, structure and functioning as modified and complemented by Law N°29/2014 of 14/08/2014, or its successor thereto as acceptable to the Bank.
30. “RWB” means the Rwanda Water Resources Board established pursuant to Law N° 71/2019 of 21/01/2020 determining its mission and responsibilities with goal to ensure sufficient water resources for long-term economic growth and to reduce the impact of flooding and landslide risks.
31. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
32. “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
33. “Target Secondary Cities” or “TSCs” means the secondary cities of Huye, Muhanga, Musanze, Nyagatare, Rubavu and Rusizi in the Recipient’s territory or such other cities as may be agreed between the Bank and the Recipient, and “Target Secondary City” or “TSC” means each such individual secondary city.
34. “Training Costs” means the reasonable cost of training under the Project, as approved by the Bank, 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.
35. “Vision 2050” means the long-term national development vision established by the government of Rwanda to drive the country’s desired socio-economic growth towards achieving a high-income country status by 2050.

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36. “WASAC” means the Water and Sanitation Corporation setup to manage the water and sanitation services in Rwanda pursuant to Prime Minister’s Order N°87/03 of 16/08/2014 determining modalities of transfer of responsibilities and property of Energy, Water and Sanitation Authority (EWSA), to *inter alia*, WASAC, or its successor thereto as acceptable to the Bank.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 006/01 ryo ku wa 05/02/2021 ryemeza burundu Amasezerano y'Impano hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere nk'Urwego rushinzwe Ibikorwa by'Ikigega kigamije Kurengera Ibidukikije ku Isi, yerekeranye n'impano ingana na miliyoni umunani n'ibihumbi mirongo irindwi na bibiri na magana abiri na cumi n'atanu z'Amadolari y'Abanyamerika (8.072.215 USD) agenewe Umushinga wa Kabiri w'Iterambere ry'Imijyi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Ugushyingo 2020</p>	<p>Seen to be annexed to Presidential Order n° 006/01 of 05/02/2021 ratifying the Grant Agreement between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility, relating to the grant of eight million seventy-two thousand two hundred fifteen American Dollars (USD 8,072,215) for the Second Rwanda Urban Development Project, signed at Kigali, Rwanda, on 12 November 2020</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 006/01 du 05/02/2021 ratifiant l'Accord de Don entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en tant qu'Agence d'Exécution du Fonds pour l'Environnement Mondial, relatif au don de huit millions soixante-douze mille deux cent quinze de dollars américains (8.072.215 USD) pour le Second Projet de Développement Urbain au Rwanda, signé à Kigali au Rwanda, le 12 novembre 2020</p>
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Kigali, 05/02/2021

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux