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<p><b>Twebwe, KAGAME Paul,</b> Perezida wa Repubulika;</p>	<p><b>We, KAGAME Paul,</b> President of the Republic;</p>	<p><b>Nous, KAGAME Paul,</b> Président de la République ;</p>
<p><b>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGANZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</b></p>	<p><b>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT TO BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</b></p>	<p><b>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</b></p>

<p><b>INTEKO ISHINGA AMATEGEKO:</b></p> <p>Umutwe w’Abadepite, mu nama yawo yo ku wa 13 Gicurasi 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 n’Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n’inguzanyo ingana na miliyoni mironko icyenda n’imwe n’ibihumbi magana ane z’Amayero (91.400.000 EUR) y’inkunga y’inyongera igenewe politiki y’iterambere ry’urwego rw’ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda ku wa 03 Gicurasi 2020;</p> <p><b>YEMEJE:</b></p> <p><b><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</b></p> <p>Amasezerano y’inguzanyo hagati ya Repubulika y’u Rwanda n’Ikigega Mpuzamahanga gitsura Amajyambere (IDA),</p>	<p><b>THE PARLIAMENT:</b></p> <p>The Chamber of Deputies, in its session of 13 May 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 Financing Agreement, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of ninety-one million four hundred thousand Euro (EUR 91,400,000) for Rwanda energy sector supplemental development policy financing, signed at Kigali, Rwanda, on 03 May 2020;</p> <p><b>ADOPTS:</b></p> <p><b><u>Article one:</u> Approval for ratification</b></p> <p>The Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to</p>	<p><b>LE PARLEMENT :</b></p> <p>La Chambre des Députés, en sa séance du 13 mai 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 financement entre la République du Rwanda et l’Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-onze millions quatre cent mille Euros (91.400.000 EUR) pour le financement supplémentaire de la politique de développement du secteur de l’énergie au Rwanda, signé à Kigali, au Rwanda, le 03 mai 2020 ;</p> <p><b>ADOPTE:</b></p> <p><b><u>Article premier:</u> Approbation pour ratification</b></p> <p>L’Accord de financement entre la République du Rwanda et l’Association Internationale de Développement (IDA), relatif au crédit de</p>
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<p>yerekeranye n'inguzanyo ingana na miliyoni mironko icyenda n'imwe n'ibihumbi magana ane z'Amayero (91.400.000 EUR) y'inkunga y'inyongera igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda ku wa 03 Gicurasi 2020, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><b><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</b></p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><b><u>Ingingo ya 3:</u> Igihe iri tegeko ritangirira gukurikizwa</b></p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangirijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>the credit of ninety-one million four hundred thousand Euro (EUR 91,400,000) for Rwanda energy sector supplemental development policy financing, signed at Kigali, Rwanda on 03 May 2020, in annex, is approved for ratification.</p> <p><b><u>Article 2:</u> Drafting, consideration and adoption of this Law</b></p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><b><u>Article 3:</u> Commencement</b></p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>quatre-vingt-onze millions quatre cent mille Euros (91.400.000 EUR) pour le financement supplémentaire de la politique de développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda le 03 mai 2020, en annexe, est approuvé pour ratification.</p> <p><b><u>Article 2:</u> Initiation, examen et adoption de la présente loi</b></p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><b><u>Article 3:</u> Entrée en vigueur</b></p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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<p>Kigali, ku wa 02/06/2020</p> <p>(sé)</p> <p><b>KAGAME Paul</b> Perezida wa Repubulika</p>	<p>Kigali, on 02/06/2020</p> <p>(sé)</p> <p><b>KAGAME Paul</b> President of the Republic</p>	<p>Kigali, le 02/06/2020</p> <p>(sé)</p> <p><b>KAGAME Paul</b> Président de la République</p>
<p>(sé)</p> <p><b>Dr NGIRENTE Edouard</b> Minisitiri w’Intebe</p>	<p>(sé)</p> <p><b>Dr NGIRENTE Edouard</b> Prime Minister</p>	<p>(sé)</p> <p><b>Dr NGIRENTE Edouard</b> Premier Ministre</p>
<p><b>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Minisitiri w’Ubutabera/Intumwa Nkuru ya Leta</p>	<p><b>Seen and sealed with the Seal of the Republic:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Minister of Justice/Attorney General</p>	<p><b>Vu et scellé du Sceau de la République :</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Ministre de la Justice/Garde des Sceaux</p>

<p><b>UMUGEREKA W'ITEGEKO N° 004/2020 RYO KU WA 02/06/2020 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ICYENDA N'IMWE N'IBIHUMBI MAGANA ANE Z'AMAYERO (91.400.000 EUR) Y'INKUNGA Y'INYONGERA IGENEWE POLITIKI Y'ITERAMBERE RY'URWEGO RW'INGUFU MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 03 GICURASI 2020</b></p>	<p><b>ANNEX TO LAW N° 004/2020 OF 02/06/2020 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF NINETY-ONE MILLION FOUR HUNDRED THOUSAND EURO (EUR 91,400,000) FOR RWANDA ENERGY SECTOR SUPPLEMENTAL DEVELOPMENT POLICY FINANCING, SIGNED AT KIGALI, RWANDA, ON 03 MAY 2020</b></p>	<p><b>ANNEXE À LA LOI N° 004/2020 DU 02/06/2020 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGT-ONZE MILLIONS QUATRE CENT MILLE EUROS (91.400.000 EUR) POUR LE FINANCEMENT SUPPLÉMENTAIRE DE LA POLITIQUE DE DÉVELOPPEMENT DU SECTEUR DE L'ÉNERGIE AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 03 MAI 2020</b></p>
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CREDIT NUMBER 6629- RW

# **Financing Agreement**

**(Rwanda Energy Sector Supplemental Development Policy Financing)**

**between**

**REPUBLIC OF RWANDA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

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**CREDIT NUMBER 6629- RW**

**FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF RWANDA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing supplemental financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, *inter alia*, of : (i) the actions which the Recipient has already taken under the Program and which are described in Section I of Schedule 1 to the Original Agreement; and (ii) the Recipient’s maintenance of an adequate macroeconomic policy framework. The Recipient and the Association therefore hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

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

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount of ninety-one million four hundred thousand Euro (EUR 91,400,000) (variously, “Credit” and “Financing”).
- 2.02. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.03. 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.
- 2.04. The Payment Dates are January 15 and July 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.06. The Payment Currency is Euro.
- 2.07. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Recipient shall promptly furnish to the Association such information relating

to the provisions of this Article II as the Association may, from time to time, reasonably request.

### **ARTICLE III — PROGRAM**

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end, and further to Section 5.05 of the General Conditions:
- (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient's macroeconomic policy framework and the progress achieved in carrying out the Program;
  - (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
  - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program.

### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Event of Suspension consists of the following, namely, that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.
- 4.02. The Additional Event of Acceleration consists of the following, namely, that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of thirty (30) days after notice of the event has been given by the Association to the Recipient.

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient's macroeconomic policy framework.
- 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 its minister responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Telephone:	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**

Dr. Uzziel Ndagijimana

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ Minister of Finance and Economic Planning

**Date:** \_\_\_\_\_ 03-May-2020

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**

*Yasser El-Gammal*

**Authorized Representative**

Yasser El-Gammal

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ Country Manager

**Date:** \_\_\_\_\_ 03-May-2020

**SCHEDULE 1**

**Program Actions; Availability of Financing Proceeds**

**Section I. Actions under the Program**

The actions taken by the Recipient under the Program are outlined in Section I of Schedule 1 to the Original Agreement.

**Section II. Availability of Financing Proceeds**

- A. General.** The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.
- B. Allocation of Financing Amounts.** The Financing is allocated in a single withdrawal tranche, from which the Recipient may make withdrawals of the Financing proceeds. The allocation of the amounts of the Financing to this end is set out in the table below:

<b>Allocations</b>	<b>Amount of the Financing Allocated (expressed in EUR)</b>
(1) Single Withdrawal Tranche	91,400,000
<b>TOTAL AMOUNT</b>	<b>91,400,000</b>

**C. Withdrawal Tranche Release Conditions.**

No withdrawal shall be made of the Single Withdrawal Tranche unless the Association is satisfied: (a) with the Program being carried out by the Recipient; and (b) with the adequacy of the Recipient’s macroeconomic policy framework.

**D. Deposit of Financing Amounts.**

- 1. Notwithstanding the provisions of Section 2.03 of the General Conditions:
  - (a) the Recipient shall open, prior to furnishing to the Association the first request for withdrawal from the Financing Account, and thereafter maintain the following two dedicated accounts on terms and conditions satisfactory to the Association: (i) a dedicated account in Euro (“Foreign Currency Dedicated Account”); (ii) a dedicated account in Rwandan Franc (“Local Currency Dedicated Account”); and
  - (b) all withdrawals from the Financing Account shall be deposited by the Association into the Foreign Currency Dedicated Account. Upon each

deposit of an amount of the Financing into the Foreign Currency Dedicated Account, the Recipient shall deposit an equivalent amount into the Local Currency Dedicated Account.

2. The Recipient, within thirty (30) days after the withdrawal of the Financing from the Financing Account, shall report to the Association: (a) the exact sum received into the Foreign Currency Dedicated Account; (b) the details of the account to which the Rwandan Franc equivalent of the Financing proceeds will be credited; (c) the record that an equivalent amount has been accounted for in the Recipient's budget management systems; and (d) the statement of receipts and disbursement of the Foreign Currency Dedicated Account.

**E. Audit.** The Recipient shall:

1. have the Dedicated Accounts audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;
2. furnish to the Association as soon as available, but in any case not later than four (4) months after the end of the Association's fiscal year, a certified copy of the report of such audit, of such scope and in such detail as the Association shall reasonably request, and make such report publicly available in a timely fashion and in a manner acceptable to the Association; and
3. furnish to the Association such other information concerning the Dedicated Accounts and their audit as the Association shall reasonably request.

**F. Closing Date.** The Closing Date is June 30, 2021.

**SCHEDULE 2**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each January 15 and July 15, commencing July 15, 2026 to and including January 15, 2058	<b>1.5625%</b>

\* 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. “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.
2. “Dedicated Accounts” means both the Foreign Currency Dedicated Account and the Local Currency Dedicated Account.
3. “Foreign Currency Dedicated Account” means the account referred to in Part D.1(a)(i) of Section II of Schedule 1 to this Agreement.
4. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Development Policy Financing”, dated December 14, 2018.
5. “Local Currency Dedicated Account” means the account referred to in Part D.1(a)(ii) of Section II of Schedule 1 to this Agreement.
6. “Original Agreement” means the agreement dated September 2, 2019 between the Recipient and Association under which the Association provided financing (credit number 6485-RW) in support of the Program.
7. “Program” means the program of objectives, policies, and actions set forth or referred to in the letter dated July 8, 2019 from the Recipient to the Association declaring the Recipient’s commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution and comprising actions taken, including those set forth in Section I of Schedule 1 to the Original Agreement, and actions to be taken consistent with the program’s objectives.
8. “Rwandan Franc” means the lawful currency of the Republic of Rwanda.
9. “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.
10. “Single Withdrawal Tranche” means the amount of the Financing allocated to the category entitled “Single Withdrawal Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.



# IDA Policy

## General Conditions for IDA Financing: Investment Project Financing (2018)

**Bank Access to Information Policy Designation**

Public

**Catalogue Number**

LEG5.03-POL.111

**Issued**

July 16, 2019

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**Content**

General Conditions for IDA Financing: Investment Project  
Financing (2018)

**Applicable to**

IDA

**Issuer**

Senior Vice President and General Counsel, LEGVP

**Sponsor**

Deputy Gen. Counsel, Operations, LEGVP

**International Development Association**

**General Conditions for IDA Financing**

**Investment Project Financing**

**Dated December 14, 2018**

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**ARTICLE I**  
**Introductory Provisions**

Section 1.01 *Application of General Conditions*

(a) These General Conditions set forth terms and conditions generally applicable to the Legal Agreements, to the extent the Legal Agreements so provide. If there is no Project Agreement between the Association and a Project Implementing Entity or Subsidiary Agreement between the Recipient and the Project Implementing Entity, references in these General Conditions to the Project Implementing Entity, the Project Agreement or the Subsidiary Agreement shall be disregarded.

(b) The provisions contained herein shall apply to both Concessional Financing and Non-concessional Financing, unless a particular Section or an Article included in these General Conditions explicitly provides that it shall solely apply to Concessional Financing or Non-concessional Financing, as applicable (a “Specific Provision”). In the event a Specific Provision is inconsistent, contrary or irreconcilable with other provisions of these General Conditions, such Specific Provision shall prevail.

Section 1.02 *Inconsistency with Legal Agreements*

If any provision of the Financing Agreement or the Project Agreement is inconsistent with a provision of these General Conditions, the provision of the Financing Agreement or the Project Agreement shall prevail.

Section 1.03 *Definitions*

Capitalized terms used in these General Conditions have the meanings set out in the Appendix.

Section 1.04 *References, Headings*

References in these General Conditions to Articles, Sections and Appendix are to the Articles and Sections of, and the Appendix to, these General Conditions. The headings of the Articles, Sections and Appendix, and the Table of Contents are inserted in these General Conditions for reference only and shall not be taken into consideration in interpreting these General Conditions.

**ARTICLE II**  
**Withdrawals**

Section 2.01 *Financing Account, Withdrawals Generally, Currency of Withdrawal*

(a) The Association shall credit the amount of the Financing to the Financing Account in Special Drawing Rights or, as the Association may reasonably determine, in any other Currency.

(b) The Recipient may from time to time request withdrawals of Financing amounts from the Financing Account in accordance with the provisions of the Financing Agreement, the Disbursement

and Financial Information Letter, and such additional instructions as the Association may specify from time to time by notice to the Recipient.

(c) The Association shall, at the request and acting as an agent of the Recipient, and on such terms and conditions as the Association shall determine, purchase with the Currency withdrawn from the Financing Account such Currencies as the Recipient shall reasonably request to meet payments for Eligible Expenditures. In the event the amount of the Financing has been credited to the Financing Account in Special Drawing Rights, the amount of each withdrawal from the Financing Account shall be calculated as the equivalent in terms of Special Drawing Rights (determined as of the date of withdrawal) of the Currency or Currencies so requested.

#### Section 2.02 *Special Commitment by the Association*

At the Recipient's request and on such terms and conditions as the Recipient and the Association shall agree, the Association may enter into special commitments in writing to pay amounts for Eligible Expenditures notwithstanding any subsequent suspension or cancellation by the Association or the Recipient ("Special Commitment").

#### Section 2.03 *Applications for Withdrawal or for Special Commitment*

(a) When the Recipient wishes to request a withdrawal from the Financing Account or to request the Association to enter into a Special Commitment, the Recipient shall promptly deliver to the Association a written application in such form and substance as the Association shall reasonably request.

(b) The Recipient shall furnish to the Association evidence satisfactory to the Association of the authority of the person or persons authorized to sign such applications and the authenticated specimen signature of each such person.

(c) The Recipient shall furnish to the Association such documents and other evidence in support of each such application as the Association shall reasonably request, whether before or after the Association has permitted any withdrawal requested in the application.

(d) Each such application and accompanying documents and other evidence shall be sufficient in form and substance to satisfy the Association that the Recipient is entitled to withdraw from the Financing Account the amount applied for and that the amount to be withdrawn from the Financing Account shall be used only for the purposes specified in the Financing Agreement.

(e) The Association shall pay the amounts withdrawn by the Recipient from the Financing Account only to, or on the order of, the Recipient.

#### Section 2.04 *Designated Accounts*

(a) The Recipient may open and maintain one or more designated accounts into which the Association may, at the request of the Recipient, deposit amounts withdrawn from the Financing Account as advances for purposes of the Project. All designated accounts shall be opened in a financial institution acceptable to the Association, and on terms and conditions acceptable



to the Association.

(b) Deposits into, and payments out of, any such designated account shall be made in accordance with the Financing Agreement and such additional instructions as the Association may specify from time to time by notice to the Recipient, including the World Bank Disbursement Guidelines for Projects. The Association may, in accordance with the Financing Agreement and such instructions, cease making deposits into any such account upon notice to the Recipient. In such case, the Association shall notify the Recipient of the procedures to be used for subsequent withdrawals from the Financing Account.

#### Section 2.05 *Eligible Expenditures*

Expenditures eligible to be financed out of the Financing proceeds shall, except as otherwise provided in the Legal Agreements, satisfy the following requirements (“Eligible Expenditures”):

- (a) the payment is for the reasonable cost of Project activities that meet the requirements of the relevant Legal Agreements;
- (b) the payment is not prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
- (c) the payment is made on or after the date of the Financing Agreement, and, except as the Association may otherwise agree, is for expenditures incurred on or before to the Closing Date.

#### Section 2.06 *Financing Taxes*

The use of any proceeds of the Financing to pay for Taxes levied by, or in the territory of, the Recipient on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply, if permitted pursuant to the Legal Agreements, is subject to the Association’s policy of requiring economy and efficiency in the use of the proceeds of its credits and grants. To that end, if the Association at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Association may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Financing.

#### Section 2.07 *Refinancing Preparation Advance; Service, Interest and Other Charges*

(a) If the Recipient requests the repayment out of the proceeds of the Financing of an advance (or a portion thereof) made by the Bank or the Association (“Preparation Advance”) and the Association agrees to such a request, the Association shall, on behalf of the Recipient, withdraw from the Financing Account on or after the Effective Date the amount required to repay the withdrawn and outstanding balance of the advance (or a portion thereof) as at the date of such withdrawal from the Financing Account and to pay all accrued and unpaid charges, if any, on the advance as at such date. The Association shall pay the amount so withdrawn to itself or the Bank, and, unless otherwise agreed between the Association and the Recipient, and shall cancel the remaining unwithdrawn amount of the advance.

(b) If the Recipient requests that the Service Charge, Interest Charge, Commitment Charge, or other charges on the Credit, as applicable, be paid out of the proceeds of the Credit and the Association agrees to such a request, the Association shall, on behalf of the Recipient, withdraw from the Credit Account on each of the Payment Dates, and pay to itself the amount required to pay such interest and other charges accrued and payable as at such date, subject to any limit specified in the Financing Agreement on the amount to be so withdrawn.

Section 2.08 *Allocation of Financing Amount*

If the Association reasonably determines that in order to meet the purposes of the Financing it is appropriate to reallocate Financing amounts among withdrawal categories, modify the existing withdrawal categories, or modify the percentage of expenditures to be financed by the Association under each withdrawal category, the Association may, after consultation with the Recipient, make such modifications, and shall notify the Recipient accordingly.

**ARTICLE III**  
**Financing Terms**

*This Article III is divided into Part A, with Financing Terms applicable to Concessional Financing only, Part B, with Financing Terms applicable to Non-concessional Financing only, and Part C, with Financing Terms applicable to both Concessional Financing and Non-concessional Financing.*

**Part A. Financing Terms Applicable to Concessional Financing Only**

Section 3.01 *Application of Part A to Article III*

The provisions of Part A to this Article III shall apply solely to Concessional Financing.

Section 3.02 *Commitment Charge*

(a) The Recipient shall pay the Association a commitment charge on the Unwithdrawn Financing Balance at the rate set by the Association as of June 30 of each year (“Commitment Charge”), which shall not exceed the rate specified in the Financing Agreement (“Maximum Commitment Charge Rate”).

(b) The Commitment Charge shall accrue from a date sixty (60) days after the date of the Financing Agreement to the respective dates on which amounts are withdrawn by the Recipient from the Financing Account or cancelled. The Commitment Charge shall accrue at the rate set as of the June 30 immediately preceding the accrual date and at such other rate as may be set from time to time thereafter pursuant to this Section. The rate set as of June 30 in each year shall be applied from the next Payment Date in that year. Except as otherwise provided in Section 2.07 (b), the Commitment Charge shall be payable semi-annually in arrears on each Payment Date. The Commitment Charge shall be computed on the basis of a 360-day year of twelve 30- day months.

(c) The Association shall notify the Recipient of the applicable Commitment Charge promptly upon its determination.

Section 3.03 *Service Charge*

The Recipient shall pay the Association a service charge on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. The service charge shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Service Charges shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.04 *Interest Charge*

The Recipient shall pay the Association interest on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. Interest shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.05 *Repayment of the Credit*

(a) *Repayment Generally.* Subject to the provisions of paragraph (b) of this Section, the Recipient shall repay the Withdrawn Credit Balance to the Association in installments as provided in the Financing Agreement.

(b) *Accelerated Repayment.*

- (i) The Association may modify the repayment of installments of the Withdrawn Credit Balance as provided in the Financing Agreement in accordance with sub-paragraph (ii) or (iii) of this paragraph whenever all of the following events have occurred: (A) the Recipient's per capita gross national income, as determined by the Association, has exceeded for three consecutive years the level established annually by the Association for determining eligibility to access the Association's resources; (B) the Bank considers the Recipient's creditworthy for Bank lending; and (C) after due consideration of the development of the Recipient's economy, the Executive Directors of the Association have reviewed and approved such modification.
- (ii) The Association shall, upon the occurrence of the events referred to in paragraph (b) (i) of this Section: (A) require the Recipient to repay twice the amount of each installment of the Withdrawn Credit Balance not yet due until the Credit has been fully repaid; and (B) require the Recipient to commence such repayment as of the first semiannual Principal Payment Date falling six (6) months or more after the date on which the Association notifies the Recipient that such events have occurred; provided, however, that there shall be a grace period of a minimum of five years on such repayment.
- (iii) Alternatively, if so requested by the Recipient, the Association may revise the terms specified in sub-paragraph (ii) of this paragraph to include, in lieu of some or all of the increase in the amounts of such installments, the payment of interest at an annual rate agreed with the Association on the Withdrawn Credit Balance;

provided that, in the judgment of the Association, such revision shall not change the grant element provided under such terms.

- (iv) If, at any time after the repayment terms have been modified pursuant to subparagraph (i) of this Section, the Association determines that the Recipient's economic condition has deteriorated significantly, the Association may, if so requested by the Recipient, further revise the terms of repayment of the Withdrawn Credit Balance to conform to the schedule of installments originally provided in the Financing Agreement, taking into account any repayments already made by the Recipient.

#### Section 3.06 *Prepayment*

The Recipient may repay the Association in advance of maturity all or any part of the principal amount of one or more maturities of the Credit specified by the Recipient.

### **Part B. Financing Terms Applicable to Non-concessional Financing Only**

#### Section 3.07 *Application of Part B to Article III*

The provisions of Part B to this Article III shall apply solely to Non-concessional Financing.

#### Section 3.08 *Front-end Fee; Commitment Charge*

(a) The Recipient shall pay the Association a Front-end Fee on the Credit amount at the rate specified in the Financing Agreement (the "Front-end Fee"). Except as otherwise provided in Section 3.08 (b), the Recipient shall pay the Front-end Fee not later than sixty (60) days after the Effective Date.

(b) If the Recipient requests that the Front-end Fee be paid out of the proceeds of the Credit and the Association agrees to such a request, the Association shall, on behalf of the Recipient, withdraw from the Credit Account and pay to itself such fee.

(c) No withdrawal of any Credit amount from the Credit Account shall be made (other than to repay the Preparation Advance) until the Association has received from the Recipient payment in full of the Front-end Fee.

(d) The Recipient shall pay the Association a Commitment Charge on the Unwithdrawn Credit Balance at the rate specified in the Financing Agreement. The Commitment Charge shall accrue from a date sixty (60) days after the date of the Financing Agreement to the respective dates on which amounts are withdrawn by the Recipient from the Credit Account or cancelled. Except as otherwise provided in Section 2.07 (b), the Recipient shall pay the Commitment Charge semi-annually in arrears on each Payment Date.

#### Section 3.09 *Interest Charge*

(a) The Recipient shall pay the Association interest on the Withdrawn Credit Balance at the rate specified in the Financing Agreement; provided, however, that the interest rate applicable to any

interest period payable shall in no event be less than zero percent (0%) per annum; and provided further that, if the Financing Agreement provides for Conversions, such rate may be modified from time to time in accordance with the provisions of Article IV. Interest shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Interest Charges shall be computed using a day-count convention reasonably determined by the Association.

(b) If interest on any amount of the Withdrawn Credit Balance is based on a Variable Spread, the Association shall notify the Recipient of the interest rate on such amount for each Interest Period, promptly upon its determination.

(c) If interest on any amount of the Credit is based on LIBOR or EURIBOR, and the Association determines that (i) such Reference Rate has permanently ceased to be quoted for the relevant Credit Currency, or (ii) the Association is no longer able, or it is no longer commercially acceptable for the Association, to continue to use such Reference Rate, for purposes of its asset and liability management, the Association shall apply such other Reference Rate for the relevant Credit Currency, including any applicable spread, as it may reasonably determine. The Association shall promptly notify the Recipient of such other rate.

(d) If interest on any amount of the Withdrawn Credit Balance is payable at the Variable Rate, then whenever, in light of changes in market practice affecting the determination of the interest rate applicable to such amount, the Association determines that it is in the interest of its borrowers as a whole and of the Association to apply a basis for determining such interest rate other than as provided in the Financing Agreement, the Association may modify the basis for determining such interest rate upon not less than three months' notice to the Recipient of the new basis. The new basis shall become effective on the expiry of the notice period unless the Recipient notifies the Association during such period of its objection to such modification, in which case the modification shall not apply to such amount of the Credit.

(e) Notwithstanding the provisions of Section 3.09 (a), if any amount of the Withdrawn Credit Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the Recipient shall pay the Default Interest Rate on such overdue amount in lieu of the interest rate specified in the Financing Agreement (or such other interest rate as may be applicable pursuant to Article IV as a result of a Conversion) until such overdue amount is fully paid. Interest at the Default Interest Rate shall accrue from the first day of each Default Interest Period and shall be payable semi-annually in arrears on each Payment Date.

#### Section 3.10 *Repayment of the Credit*

(a) The Recipient shall repay the Withdrawn Credit Balance to the Association in accordance with the provisions of the Financing Agreement, and, if applicable, as further provided in paragraphs (b), (c), (d) and (e) of this Section 3.10. The Withdrawn Credit Balance shall be repaid on either a Commitment-linked Amortization Schedule or a Disbursement-linked Amortization Schedule.

(b) For Credits with a Commitment-linked Amortization Schedule:

The Recipient shall repay the Withdrawn Credit Balance to the Association in accordance with the provisions of the Financing Agreement provided that:

(i) If the proceeds of the Credit have been fully withdrawn as of the first Principal Payment Date specified in the Financing Agreement, the principal amount of the Credit repayable by the Recipient on each Principal Payment Date shall be determined by the Association by multiplying: (x) the Withdrawn Credit Balance as of the first Principal Payment Date; by (y) the Installment Share specified in the Financing Agreement for each Principal Payment Date, adjusted, as necessary, to deduct any amounts to which a Currency Conversion applies in accordance with Section 3.10 (e).

(ii) If the proceeds of the Credit have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Credit repayable by the Recipient on each Principal Payment Date shall be determined as follows:

(A) To the extent that any proceeds of the Credit have been withdrawn as of the first Principal Payment Date, the Recipient shall repay the Withdrawn Credit Balance as of such date in accordance with the Amortization Schedule under the Financing Agreement.

(B) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Association by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the Financing Agreement for said Principal Payment Date and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts to which a Currency Conversion applies in accordance with Section 3.10 (e).

(iii) (A) Amounts of the Credit withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(B) Notwithstanding the provisions of this paragraph, if at any time the Association adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of this paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

- (c) For Credits with Disbursement-linked Amortization Schedule:
- (i) The Recipient shall repay the Withdrawn Credit Balance to the Association in accordance with the provisions of the Financing Agreement.
  - (ii) The Association shall notify the Recipient of the Amortization Schedule for each Disbursed Amount promptly after the Maturity Fixing Date for the Disbursed Amount.
- (d) If the Withdrawn Credit Balance is denominated in more than one Credit Currency, the provisions of the Financing Agreement and this Section 3.10 shall apply separately to the amount denominated in each Credit Currency (and a separate Amortization Schedule shall be produced for each such amount, as applicable).
- (e) Notwithstanding the provisions in paragraphs (b) (i) and (ii) above and in the Amortization Schedule in the Financing Agreement, as applicable, upon a Currency Conversion of all or any portion of the Withdrawn Credit Balance or Disbursed Amount, as applicable, to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Association in accordance with the Conversion Guidelines.

#### Section 3.11 *Prepayment*

- (a) After giving not less than forty-five (45) days' notice to the Association, the Recipient may repay the Association the following amounts in advance of maturity, as of a date acceptable to the Association (provided that the Recipient has paid all Financing Payments due as at such date, including any prepayment premium calculated pursuant to paragraph (b) of this Section): (i) the entire Withdrawn Credit Balance as at such date; or (ii) the entire principal amount of any one or more maturities of the Credit. Any partial prepayment of the Withdrawn Credit Balance shall be applied in the manner specified by the Recipient, or in the absence of any specification by the Recipient, in the following manner: (A) if the Financing Agreement provides for the separate amortization of specified Disbursed Amounts of the principal of the Credit, the prepayment shall be applied in the inverse order of such Disbursed Amounts, with the Disbursed Amount which has been withdrawn last being repaid first and with the latest maturity of said Disbursed Amount being repaid first; and (B) in all other cases, the prepayment shall be applied in the inverse order of the Credit maturities, with the latest maturity being repaid first.
- (b) The prepayment premium payable under paragraph (a) of this Section shall be an amount reasonably determined by the Association to represent any cost to it of redeploying the amount to be prepaid from the date of its prepayment to its maturity date.
- (c) If, in respect of any amount of the Credit to be prepaid, a Conversion has been effected and the Conversion Period has not terminated at the time of prepayment: (i) the Recipient shall pay a transaction fee for the early termination of the Conversion, in such amount or at such rate as announced by the Association from time to time and in effect at the time of receipt by the Association of the Recipient's notice of prepayment; and (ii) the Recipient or the Association, shall pay an Unwinding Amount, if any, for the early termination of the Conversion, in accordance with the

Conversion Guidelines. Transaction fees provided for under this paragraph and any Unwinding Amount payable by the Recipient pursuant to this paragraph shall be paid at the time of the prepayment and in any event, no later than sixty (60) days after the date of prepayment.

(d) Notwithstanding Section 3.11 (a) above and unless the Association agrees otherwise, the Recipient may not prepay in advance of maturity any portion of the Withdrawn Credit Balance that is subject to a Currency Conversion that has been effected through a Currency Hedge Notes Transaction.

### **Part C. Financing Terms Applicable to Both Concessional Financing and**

#### **Non-concessional Financing**

##### *Section 3.12 Application of Part C to Article III*

The provisions of Part C to this Article III shall solely apply to both Concessional Financing and Non-concessional Financing.

##### *Section 3.13 Partial Payment*

If the Association at any time receives less than the full amount of any Financing Payment then due, it shall have the right to allocate and apply the amount so received in any manner and for such purposes under the Financing Agreement as it determines in its sole discretion.

##### *Section 3.14 Place of Payment*

All Financing Payments shall be paid at such places as the Association shall reasonably request.

##### *Section 3.15 Currency of Payment*

(a) The Recipient shall pay all Financing Payments in the Payment Currency, and if a Conversion has been effected in respect of any amount of a Credit qualifying as Non-concessional Financing, as further specified in the Conversion Guidelines.

(b) If the Recipient so requests, and the Association agrees to such a request, the Association shall, acting as agent of the Recipient, and on such terms and conditions as the Association shall determine, purchase the Payment Currency for the purpose of paying a Financing Payment upon timely payment by the Recipient of sufficient funds for that purpose in a Currency or Currencies acceptable to the Association; provided, however, that the Financing Payment shall be deemed to have been paid only when and to the extent that the Association has received such payment in the Payment Currency.

##### *Section 3.16 Amount of Repayment*

Where the Credit is denominated in SDR, and in accordance with Section 2.01(a), the Withdrawn Credit Balance repayable shall be the equivalent (determined as of the date, or the respective dates,



of repayment) of the value of the Currency or Currencies withdrawn from the Credit Account expressed in terms of Special Drawing Rights as of the respective dates of withdrawal.

Section 3.17 *Valuation of Currencies*

Whenever it becomes necessary for the purposes of any Legal Agreement, to determine the value of one Currency in terms of another, such value shall be as reasonably determined by the Association.

Section 3.18 *Manner of Payment*

(a) Any Financing Payment required to be paid to the Association in the Currency of any country shall be paid in such manner, and in the Currency acquired in such manner, as shall be permitted under the laws of such country for the purpose of making such payment and effecting the deposit of such Currency to the account of the Association with a depository of the Association authorized to accept deposits in such Currency.

(b) All Financing Payments shall be paid without restrictions of any kind imposed by, or in the territory of, the Recipient, and without deduction for, and free from, any Taxes levied by, or in the territory of, the Recipient.

(c) The Legal Agreements shall be free from any Taxes levied by, or in the territory of the Recipient, or in connection with their execution, delivery or registration.

Section 3.19 *Temporary Currency Substitution*

(a) If the Association reasonably determines that an extraordinary situation has arisen under which the Association shall be unable to provide the Credit Currency at any time for purposes of funding the Credit, the Bank may provide such substitute Currency or Currencies (“Substitute Credit Currency”) for the Credit Currency (“Original Credit Currency”) as the Association shall select. During the period of such extraordinary situation: (i) the Substitute Credit Currency shall be deemed to be the Credit Currency for purposes of the Legal Agreements; and (ii) Financing Payments shall be paid in the Substitute Credit Currency, and other related financial terms shall be applied, in accordance with principles reasonably determined by the Association. The Association shall promptly notify the parties of the occurrence of such extraordinary situation, the Substitute Credit Currency and the financial terms of the Credit related to the Substitute Credit Currency.

(b) Upon notification by the Association under paragraph (a) of this Section, the Recipient may within thirty (30) days thereafter notify the Association of its selection of another Currency acceptable to the Association as the Substitute Credit Currency. In such case, the Association shall notify the Recipient of the financial terms of the Credit applicable to said Substitute Credit Currency, which shall be determined in accordance with principles reasonably established by the Association.

(c) During the period of the extraordinary situation referred to in paragraph (a) of this Section, no premium shall be payable on prepayment of the Credit.

(d) Once the Association is again able to provide the Original Credit Currency, it shall, at the Recipient's request, change the Substitute Credit Currency to the Original Credit Currency in accordance with principles reasonably established by the Association.

#### **ARTICLE IV** **Conversions of Financing Terms**

##### *Section 4.01 Application of Article IV*

The provisions of this Article IV shall apply solely to Non-concessional Financing.

##### *Section 4.02 Conversions Generally*

(a) The Recipient may, at any time, request a Conversion of the terms of the Non-concessional Financing in accordance with the provisions of this Section in order to facilitate prudent debt management. Each such request shall be furnished by the Recipient to the Association in accordance with the Conversion Guidelines and, upon acceptance by the Association, the conversion requested shall be considered a Conversion for the purposes of these General Conditions.

(b) Subject to Section 4.02(e) below, the Recipient may at any time request any of the following Conversions: (i) a Currency Conversion, including Local Currency Conversion and Automatic Conversion into Local Currency; (ii) an Interest Rate Conversion, including Automatic Rate Fixing Conversion; and (iii) an Interest Rate Cap or Interest Rate Collar. All Conversions shall be effected in accordance with the Conversion Guidelines and may be subject to such additional terms and conditions as may be agreed between the Association and the Recipient.

(c) Upon acceptance by the Association of a request for a Conversion, the Association shall take all actions necessary to effect the Conversion in accordance with the Financing Agreement and the Conversion Guidelines. To the extent any modification of the provisions of the Financing Agreement providing for withdrawal or repayment of the proceeds of the Credit is required to give effect to the Conversion, such provisions shall be deemed to have been modified as of the Conversion Date. Promptly after the Execution Date for each Conversion, the Association shall notify the Recipient of the financial terms of the Credit, including any revised amortization provisions and modified provisions providing for withdrawal of the proceeds of the Credit.

(d) The Recipient shall pay a transaction fee for each Conversion, in such amount or at such rate as announced by the Association from time to time and in effect on the date of the Association's acceptance of the Conversion request. Transaction fees provided for under this paragraph shall be either: (i) payable as a lump sum not later than sixty (60) days after the Execution Date; or (ii) expressed as a percentage per annum and added to the interest rate payable on each Payment Date.

(e) Except as otherwise agreed by the Association, the Recipient may not request additional Conversions of any portion of the Withdrawn Credit Balance that is subject to a Currency Conversion

effected by a Currency Hedge Notes Transaction or otherwise terminate such Currency Conversion, for so long as such Currency Conversion is in effect. Each such Currency Conversion shall be effected on such terms and conditions as may be separately agreed by the Association and the Recipient and may include transaction fees to cover the underwriting cost of the Bank in connection with Currency Hedge Notes Transaction.

(f) The Association reserves the right at any time to terminate a Conversion prior to its maturity if: (i) the underlying hedging arrangements undertaken by the Association in connection with the said Conversion are terminated as a result of it becoming impractical, impossible or unlawful for the Association or its Counterparty to make a payment or to receive a payment on the terms agreed upon due to the: (A) adoption of, or any change in, any applicable law after the date on which such Conversion is executed; or (B) interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law after such date or any change in any such interpretation; and (ii) the Association is unable to find a replacement hedging arrangement. Upon any such termination, provisions of Section 4.06 apply.

*Section 4.03 Conversion to a Fixed Rate or Fixed Spread of Credit that Accrues Interest at a Rate Based on the Variable Spread*

A Conversion to a Fixed Rate or a Variable Rate with a Fixed Spread of all or any amount of the Credit that accrues interest at a rate based on the Variable Spread shall be effected by fixing the Variable Spread applicable to such amount into the Fixed Spread for the Credit Currency, applicable on the date of the Conversion request, and in the case of a Conversion to a Fixed Rate, followed immediately by the Conversion requested by the Recipient.

*Section 4.04 Interest Payable Following Interest Rate Conversion or Currency Conversion*

(a) *Interest Rate Conversion.* Upon an Interest Rate Conversion, the Recipient shall, for each Interest Period during the Conversion Period, pay interest on the amount of the Withdrawn Credit Balance to which the Conversion applies at the Variable Rate or the Fixed Rate, whichever applies to the Conversion.

(b) *Currency Conversion of Unwithdrawn Amounts.* Upon a Currency Conversion of all or any amount of the Unwithdrawn Credit Balance to an Approved Currency, the Recipient shall, for each Interest Period during the Conversion Period, pay interest and any applicable charges denominated in the Approved Currency on such amount as subsequently withdrawn and outstanding from time to time at the Variable Rate.

(c) *Currency Conversion of Withdrawn Amounts.* Upon a Currency Conversion of all or any amount of the Withdrawn Credit Balance to an Approved Currency, the Recipient shall, for each Interest Period during the Conversion Period, pay interest denominated in the Approved Currency in accordance with the Conversion Guidelines on such Withdrawn Credit Balance at a Variable Rate or Fixed Rate, whichever applies to the Conversion.

*Section 4.05 Principal Payable Following Currency Conversion*

(a) *Currency Conversion of Unwithdrawn Amounts.* In the event of a Currency Conversion of

an amount of the Unwithdrawn Credit Balance to an Approved Currency, the principal amount of the Credit so converted shall be determined by the Association by multiplying the amount to be so converted in its Currency of denomination immediately prior to the Conversion by the Screen Rate. The Recipient shall repay such principal amount as subsequently withdrawn in the Approved Currency in accordance with the provisions of the Financing Agreement.

(b) *Currency Conversion of Withdrawn Amounts.* In the event of a Currency Conversion of an amount of the Withdrawn Credit Balance to an Approved Currency, the principal amount of the Credit so converted shall be determined by the Association by multiplying the amount to be so converted in its Currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Association under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Association so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate. The Recipient shall repay such principal amount denominated in the Approved Currency in accordance with the provisions of the Financing Agreement.

(c) *Termination of Conversion Period prior to Final Credit Maturity.* If the Conversion Period of a Currency Conversion applicable to a portion of the Credit terminates prior to the final maturity of such portion, the principal amount of such portion of the Credit remaining outstanding in the Credit Currency to which such amount shall revert upon such termination shall be determined by the Association either: (i) by multiplying such amount in the Approved Currency of the Conversion by the spot or forward exchange rate prevailing between the Approved Currency and said Credit Currency for settlement on the last day of the Conversion Period; or (ii) in such other manner as specified in the Conversion Guidelines. The Recipient shall repay such principal amount in the Credit Currency in accordance with the provisions of the Financing Agreement.

#### Section 4.06 *Interest Rate Cap; Interest Rate Collar*

(a) *Interest Rate Cap.* Upon the establishment of an Interest Rate Cap on the Variable Rate, the Recipient shall, for each Interest Period during the Conversion Period, pay interest on the amount of the Withdrawn Credit Balance to which the Conversion applies at the Variable Rate, unless on any Reference Rate Reset Date during the Conversion Period: (i) for a Credit that accrues interest at a Variable Rate based on the Reference Rate and the Fixed Spread, the Variable Rate exceeds the Interest Rate Cap, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Recipient shall pay interest on such amount at a rate equal to the Interest Rate Cap; or (ii) for a Credit that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, the Reference Rate exceeds the Interest Rate Cap, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Recipient shall pay interest on such amount at a rate equal to the Interest Rate Cap plus the Variable Spread.

(b) *Interest Rate Collar.* Upon the establishment of an Interest Rate Collar on the Variable Rate, the Recipient shall, for each Interest Period during the Conversion Period, pay interest on the amount of the Withdrawn Credit Balance to which the Conversion applies at the Variable Rate, unless on any Reference Rate Reset Date during the Conversion Period: (i) for a Credit that accrues interest at a Variable Rate based on a Reference Rate and the Fixed Spread, the Variable Rate: (A) exceeds the upper limit of the Interest Rate Collar, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Recipient shall pay interest on such amount at a rate equal to such upper

limit; or (B) falls below the lower limit of the Interest Rate Collar, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Recipient shall pay interest on such amount at a rate equal to such lower limit; or (ii) for a Credit that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, the Reference Rate: (A) exceeds the upper limit of the Interest Rate Collar, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Recipient shall pay interest on such amount at a rate equal to such upper limit plus the Variable Spread; or (B) falls below the lower limit of the Interest Rate Collar, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Recipient shall pay interest on such amount at a rate equal to such lower limit plus the Variable Spread.

(c) *Interest Rate Cap or Collar Premium.* (i) Upon the establishment of an Interest Rate Cap or an Interest Rate Collar, the Recipient shall pay to the Association a premium on the amount of the Withdrawn Credit Balance to which the Conversion applies, calculated: (A) on the basis of the premium, if any, payable by the Association for an interest rate cap or collar purchased by the Association from a Counterparty for the purpose of establishing the Interest Rate Cap or Interest Rate Collar; or (B) otherwise as specified in the Conversion Guidelines. Such premium shall be payable by the Recipient not later than sixty (60) days after the Execution Date; (ii) promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Recipient has requested that the premium be paid out of the proceeds of the Credit, the Association shall, on behalf of the Recipient, withdraw from the Credit Account and pay to itself the amounts required to pay any premium payable in accordance with this Section up to the amount allocated from time to time for that purpose in the Financing Agreement.

Section 4.07 *Early Termination.*

(a) The Association shall have the right to terminate any Conversion effected on such Credit during any period of time in which the Default Interest Rate accrues on the Credit as provided in Section 3.09 (e).

(b) Except as otherwise provided in the Conversion Guidelines, upon the early termination of any Conversion by either the Association as provided in Section 4.02(f) or Section 4.07 (a) or the Recipient: (i) the Recipient shall pay a transaction fee for the early termination, in such amount or at such rate as announced by the Association from time to time and in effect at the time of receipt by the Association of the Recipient's notice of early termination; and (ii) the Recipient or the Association, shall pay an Unwinding Amount, if any, for the early termination, in accordance with the Conversion Guidelines. Transaction fees provided for under this paragraph and any Unwinding Amount payable by the Recipient pursuant to this paragraph shall be paid not later than sixty (60) days after the effective date of the early termination.

**ARTICLE V**  
**Project Execution**

Section 5.01 *Project Execution Generally*

The Recipient and the Project Implementing Entity shall carry out their Respective Parts of the Project:

- (a) with due diligence and efficiency;
- (b) in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices; and
- (c) in accordance with the provisions of the Legal Agreements.

*Section 5.02 Performance under the Financing Agreement, Project Agreement and Subsidiary Agreement*

The Recipient shall: (a) cause the Project Implementing Entity to perform all of the obligations of the Project Implementing Entity set forth in the Project Agreement or the Subsidiary Agreement in accordance with the provisions of the Project Agreement or Subsidiary Agreement; and (b) not take or permit to be taken any action which would prevent or interfere with such performance.

*Section 5.03 Provision of Funds and other Resources*

The Recipient shall provide or cause to be provided, promptly as needed, the funds, facilities, services and other resources: (a) required for the Project; and (b) necessary or appropriate to enable the Project Implementing Entity to perform its obligations under the Project Agreement or the Subsidiary Agreement.

*Section 5.04 Insurance*

The Recipient and the Project Implementing Entity shall make adequate provision for the insurance of any goods required for their Respective Parts of the Project and to be financed out of the proceeds of the Financing, against hazards incident to the acquisition, transportation and delivery of the goods to the place of their use or installation. Any indemnity for such insurance shall be payable in a freely usable Currency to replace or repair such goods.

*Section 5.05 Land Acquisition*

The Recipient and the Project Implementing Entity shall take (or cause to be taken) all action to acquire as and when needed all land and rights in respect of land as shall be required for carrying out their Respective Parts of the Project and shall promptly furnish to the Association, upon its request, evidence satisfactory to the Association that such land and rights in respect of land are available for purposes related to the Project.

*Section 5.06 Use of Goods, Works and Services; Maintenance of Facilities*

(a) Except as the Association shall otherwise agree, the Recipient and the Project Implementing Entity shall ensure that all goods, works and services financed out of the proceeds of the Financing are used exclusively for the purposes of the Project.

(b) The Recipient and the Project Implementing Entity shall ensure that all facilities relevant to their Respective Parts of the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed.

Section 5.07 *Plans; Documents; Records*

(a) The Recipient and the Project Implementing Entity shall furnish to the Association all plans, schedules, specifications, reports and contract documents for their Respective Parts of the Project, and any material modifications of or additions to these documents, promptly upon their preparation and in such detail as the Association shall reasonably request.

(b) The Recipient and the Project Implementing Entity shall maintain records adequate to record the progress of their Respective Parts of the Project (including its cost and the benefits to be derived from it), to identify the Eligible Expenditures financed out of the proceeds of the Financing and to disclose their use in the Project, and shall furnish such records to the Association upon its request.

(c) The Recipient and the Project Implementing Entity shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under their Respective Parts of the Project until at least the later of: (i) one (1) year after the Association has received the audited Financial Statements covering the period during which the last withdrawal from the Financing Account was made; and (ii) two (2) years after the Closing Date. The Recipient and the Project Implementing Entity shall enable the Association's representatives to examine such records.

Section 5.08 *Project Monitoring and Evaluation*

(a) The Recipient and the Project Implementing Entity shall maintain or cause to be maintained policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Association, the progress of the Project and the achievement of its objectives.

(b) The Recipient shall prepare or cause to be prepared periodic reports ("Project Report"), in form and substance satisfactory to the Association, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the Project, and to achieve the Project's objectives. The Recipient shall furnish or cause to be furnished each Project Report to the Association promptly upon its preparation, afford the Association a reasonable opportunity to exchange views with the Recipient and the Project Implementing Entity on such report, and thereafter implement such recommended measures, taking into account the Association's views on the matter.

(c) Except as the Association may reasonably determine otherwise, the Recipient shall prepare, or cause to be prepared, and furnish to the Association not later than six (6) months after the Closing Date: (i) a report, of such scope and in such detail as the Association shall reasonably request, on the execution of the Project, the performance by the Recipient, the Project Implementing Entity and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing; and (ii) a plan designed to ensure the sustainability of the Project's achievements.

Section 5.09 *Financial Management, Financial Statements, Audits*

(a) (i) The Recipient shall maintain or cause to be maintained 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 Project; and (ii) the Project Implementing Entity shall maintain or cause to be maintained a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, in a manner adequate to reflect its operations, resources and expenditures, and/or those of the Project, as may be further specified in the Disbursement and Financial Information Letter.

(b) The Recipient and the Project Implementing Entity shall:

(i) have the Financial Statements periodically audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;

(ii) not later than the date specified in the Disbursement and Financial Information Letter, furnish or cause to be furnished to the Association the Financial Statements as so audited, and such other information concerning the audited Financial Statements and such auditors, as the Association may from time to time reasonably request;

(iii) make the audited Financial Statements, or cause the audited Financial Statements to be made, publicly available in a timely fashion and in a manner acceptable to the Association; and

(iv) if requested by the Association, periodically furnish or cause to be furnished to the Association interim unaudited financial reports for the Project, in form and substance satisfactory to the Association and as further specified in the Disbursement and Financial Information Letter.

Section 5.10 *Cooperation and Consultation*

The Recipient and the Association shall cooperate fully to assure that the purposes of the Financing and the objectives of the Project will be accomplished. To that end, the Recipient and the Association shall:

(a) from time to time, at the request of either one of them, exchange views on the Project, the Financing, and the performance of their respective obligations under the Legal Agreements, and furnish to the other party all such information related to such matters as it shall reasonably request; and

(b) promptly inform each other of any condition which interferes with, or threatens to interfere with, such matters.



Section 5.11 *Visits*

(a) The Recipient shall afford all reasonable opportunity for representatives of the Association to visit any part of its territory for purposes related to the Financing or the Project.

(b) The Recipient and the Project Implementing Entity shall enable the Association's representatives: (i) to visit any facilities and construction sites included in their Respective Parts of the Project; and (ii) to examine the goods financed out of the proceeds of the Financing for their Respective Parts of the Project, and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of their obligations under the Legal Agreements.

Section 5.12 *Disputed Area*

In the event that the Project is in an area which is or becomes disputed, neither the Association's financing of the Project, nor any designation of or reference to such area in the Legal Agreements, is intended to constitute a judgment on the part of the Association as to the legal or other status of such area or to prejudice the determination of any claims with respect to such area.

Section 5.13 *Procurement*

All goods, works and services required for the Project and to be financed out of the proceeds of the Financing 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 5.14 *Anti-Corruption*

The Recipient and the Project Implementing Entity shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

**ARTICLE VI**  
**Financial and Economic Data; Financial Condition**

Section 6.01 *Financial and Economic Data*

(a) The Member Country shall furnish to the Association all such information as the Association shall reasonably request with respect to financial and economic conditions in its territory, including its balance of payments and its external debt as well as that of its political or administrative subdivisions and of any entity owned or controlled by, or operating for the account or benefit of, the Member Country or any such subdivision, and of any institution performing the functions of a central bank or exchange stabilization fund, or similar functions, for the Member Country.

(b) The Member Country shall report "long-term external debt" (as defined in the World Bank's Debtor Reporting System Manual, dated January 2000 ("DRSM"), as may be revised from time to time), in accordance with the DRSM, and in particular, to notify the Association of new "loan commitments" (as defined in the DRSM) not later than thirty (30) days after the end of the quarter

during which the debt is incurred, and to notify the Association of “transactions under loans” (as defined in the DRSM) annually, not later than March 31 of the year following the year covered by the report.

(c) If the Association has notified the Recipient that the Recipient is subject to its policies on non-concessional borrowing, the Recipient shall: (i) notify the Association at least three months prior to incurring any non-concessional long-term external debt, of its intention to incur such debt, together with the proposed terms of such debt; and (ii) afford the Association reasonable opportunity to exchange views with the Recipient on the matter. For purposes of this paragraph, “non-concessional long-term external debt” means any long-term external debt (as defined in DRSM), but excluding private debt (as so defined), with an estimated grant element calculated in the manner published from time to time by the Association.

(d) The Recipient represents, as at the date of the Financing Agreement, that no defaults exist in respect of any “external debt” (as defined in the DRSM), except those listed in a notification from the Recipient to the Association.

#### Section 6.02 *Financial Condition*

If the Association has determined that the financial condition of a Financing recipient, which is not a member country, or the Project Implementing Entity, is a material factor in the Association’s decision to lend, the Association shall have the right, as a condition to lend, to require that such recipient or Project Implementing Entity provides the Association with representations and warranties related to its financial and operating conditions, satisfactory to the Association.

### **ARTICLE VII Negative Pledge**

#### Section 7.01 *Application of Article VII*

The provisions of this Article VII shall apply solely to Non-concessional Financing.

#### Section 7.02 *Negative Pledge*

(a) It is the policy of the Association, in providing Credits to, or with the guarantee of, its member countries not to seek, in normal circumstances, special security from the member country concerned but to ensure that no other Covered Debt shall have priority over its Credits in the allocation, realization or distribution of foreign exchange held under the control or for the benefit of such member country. To that end, if any Lien is created on any Public Assets as security for any Covered Debt, which will or might result in a priority for the benefit of the creditor of such Covered Debt in the allocation, realization or distribution of foreign exchange, such Lien shall, unless the Association shall otherwise agree, *ipso facto* and at no cost to the Association, equally and ratably secure all Financing Payments, and the Member Country, in creating or permitting the creation of such Lien, shall make express provision to that effect; provided, however, that if for any constitutional or other legal reason such provision cannot be made with respect to any Lien created on assets of any of its political or administrative subdivisions, the Member Country shall promptly

and at no cost to the Association secure all Financing Payments by an equivalent Lien on other Public Assets satisfactory to the Association.

(b) The party to the Financing Agreement which is not a Member Country undertakes that, except as the Association shall otherwise agree:

- (i) if it creates any Lien on any of its assets as security for any debt, such Lien will equally and ratably secure the payment of all Financing Payments and in the creation of any such Lien express provision will be made to that effect, at no cost to the Association; and
- (ii) if any statutory Lien is created on any of its assets as security for any debt, it shall grant at no cost to the Association, an equivalent Lien satisfactory to the Association to secure the payment of all Financing Payments.

(c) The provisions of paragraphs (a) and (b) of this Section shall not apply to: (i) any Lien created on property, at the time of purchase of such property, solely as security for the payment of the purchase price of such property or as security for the payment of debt incurred for the purpose of financing the purchase of such property; or (ii) any Lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after the date on which it is originally incurred.

(d) The Member Country represents, as of the date of the Financing Agreement, that no Liens exist on any Public Assets, as security for any Covered Debt, except those listed in a notification from the Member Country to the Association and those excluded pursuant to paragraph (c) of this Section 7.02.

(e) Solely for the purposes of interpreting this Article VII, “Financing Payment” means any amount: (i) payable by the Member Country to the Association; or (ii) payable by the party to the Financing Agreement which is not a Member Country, to the Association; pursuant to the Financing Agreement or these General Conditions, including (but not limited to) any amount of the Withdrawn Credit Balance, the Service Charge, the Interest Charge, the Front-end Fee, the Commitment Charge, any prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by such party, as applicable; *provided that* no amount referred to in this Section 7.02(e) shall be an amount payable in respect of Concessional Financing.

(f) Solely for the purposes of this Article VII, “Financing Agreement” means the financing agreement between: (i) the Recipient and the Association; or (ii) another party and the Association; providing for the Financing, as such agreement may be amended from time to time. “Financing Agreement” includes these General Conditions as applied to the Financing Agreement, and all appendices, schedules and agreements supplemental to the Financing Agreement.

**ARTICLE VIII**  
**Cancellation; Suspension; Grant and Credit Refund; Acceleration**

Section 8.01 *Cancellation by the Recipient*

The Recipient may, by notice to the Association, cancel any amount of the Unwithdrawn Financing Balance, except that the Recipient may not cancel any such amount that is subject to a Special Commitment.

Section 8.02 *Suspension by the Association*

If any of the events specified in paragraphs (a) through (m) of this Section occurs and is continuing, the Association may, by notice to the Recipient, suspend in whole or in part the right of the Recipient to make withdrawals from the Financing Account. Such suspension shall continue until the event (or events) which gave rise to suspension has (or have) ceased to exist, unless the Association has notified the Recipient that such right to make withdrawals has been restored.

(a) *Payment Failure.* The Recipient has failed to make payment (notwithstanding the fact that such payment may have been made by a third party) of principal, interest, service charges, interest charges, or any other amount due to the Association or the Bank: (i) under the Financing Agreement; or (ii) under any other agreement between the Recipient and the Association; or (iii) under any agreement between the Recipient and the Bank; or (iv) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Association or the Bank to any third party with the agreement of the Recipient.

(b) *Performance Failure.*

- (i) The Recipient has failed to perform any other obligation under the Financing Agreement, or to the extent applicable, under any Derivatives Agreement.
- (ii) The Project Implementing Entity has failed to perform any obligation under the Project Agreement or the Subsidiary Agreement.

(c) *Fraud and Corruption.* At any time, the Association determines that any representative of the Recipient or the Project Implementing Entity, or any other recipient of any of the proceeds of the Financing has engaged in corrupt, fraudulent, coercive or collusive practices in connection with the use of the proceeds of the Financing, without the Recipient or the Project Implementing Entity (or any other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.

(d) *Cross Suspension.*

- (i) The Association or the Bank has suspended in whole or in part the right of the Recipient to make withdrawals under any agreement with the Association or with the Bank because of a failure by the Recipient to perform any of its obligations under such agreement or any other agreement with the Association.

- (ii) The Bank has suspended in whole or in part the right of any borrower to make withdrawals under a loan agreement with the Bank guaranteed by the Recipient because of a failure by such borrower to perform any of its obligations under such agreement or any other agreement with the Bank.
  
- (e) *Extraordinary Situation.* As a result of events which have occurred after the date of the Financing Agreement, an extraordinary situation has arisen which makes it improbable that the Project can be carried out or that the Recipient or the Project Implementing Entity will be able to perform its obligations under the Legal Agreement to which it is a party.
  
- (f) *Event prior to Effectiveness.* The Association has determined after the Effective Date that prior to such date but after the date of the Financing Agreement, an event has occurred which would have entitled the Association to suspend the Recipient's right to make withdrawals from the Financing Account if the Financing Agreement had been effective on the date such event occurred.
  
- (g) *Misrepresentation.* A representation made by the Recipient in or pursuant to the Financing Agreement, or any representation or statement furnished by the Recipient and intended to be relied upon by the Association in making the Financing, was incorrect in any material respect.
  
- (h) *Co-financing.* Any of the following events occurs with respect to any financing specified in the Financing Agreement to be provided for the Project ("Co-financing") by a financier (other than the Association or the Bank) ("Co-financier"):
  - (i) If the Financing Agreement specifies a date by which the agreement with the Co-financier providing for the Co-financing ("Co-financing Agreement") is to become effective, the Co-financing Agreement has failed to become effective by that date, or such later date as the Association has established by notice to the Recipient ("Co-financing Deadline"); provided, however, that the provisions of this sub-paragraph shall not apply if the Recipient establishes to the satisfaction of the Association that adequate funds for the Project are available from other sources on terms and conditions consistent with its obligations under the Financing 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 Association that: (A) such suspension, cancellation, termination or prematuring 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 the Financing Agreement.
  
- (i) *Assignment of Obligations; Disposition of Assets.* The Recipient or the Project Implementing Entity (or any other entity responsible for implementing any part of the Project), has,

without the consent of the Association: (i) assigned or transferred, in whole or in part, any of its obligations arising under or entered into pursuant to the Legal Agreements; or (ii) sold, leased, transferred, assigned, or otherwise disposed of any property or assets financed wholly or in part out of the proceeds of the Financing; provided, however, that the provisions of this paragraph shall not apply with respect to transactions in the ordinary course of business which, in the opinion of the Association: (A) do not materially and adversely affect the ability of the Recipient or of the Project Implementing Entity (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Legal Agreements or to achieve the objectives of the Project; and (B) do not materially and adversely affect the financial condition or operation of the Project Implementing Entity (or such other entity).

(j) *Membership.* The Recipient: (i) has been suspended from membership in or ceased to be a member of the Association; or (ii) has ceased to be a member of the International Monetary Fund.

(k) *Condition of Project Implementing Entity.*

(i) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Project Implementing Entity (or of any other entity responsible for implementing any part of the Project).

(ii) The Project Implementing Entity (or any other entity responsible for implementing any part of the Project) has ceased to exist in the same legal form as that prevailing as of the date of the Financing Agreement.

(iii) In the opinion of the Association, the legal character, ownership or control of the Project Implementing Entity (or of any other entity responsible for implementing any part of the Project) has changed from that prevailing as of the date of the Legal Agreements so as to materially and adversely affect the ability of the Recipient or of the Project Implementing Entity (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Legal Agreements, or to achieve the objectives of the Project.

(l) *Ineligibility.* The Association or the Bank has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by the Association or the Bank or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Association or the Bank, as a result of: (i) a determination by the Association or the Bank that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the Association or the Bank; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of any financing 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 Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by such financier.

(m) *Additional Event.* Any other event specified in the Financing Agreement for the purposes of this Section has occurred (“Additional Event of Suspension”).

Section 8.03 *Cancellation by the Association*

If any of the events specified in paragraphs (a) through (e) of this Section occurs with respect to an amount of the Unwithdrawn Financing Balance, the Association may, by notice to the Recipient, terminate the right of the Recipient to make withdrawals with respect to such amount. Upon the giving of such notice, such amount of the Financing shall be cancelled.

(a) *Suspension.* The right of the Recipient to make withdrawals from the Financing Account has been suspended with respect to any amount of the Financing for a continuous period of thirty (30) days.

(b) *Amounts not Required.* At any time, the Association determines, after consultation with the Recipient, that an amount of the Financing will not be required to finance Eligible Expenditures.

(c) *Fraud and Corruption.* At any time, the Association determines, with respect to any amount of the proceeds of the Financing, that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or the Project Implementing Entity (or other recipient of the proceeds of the Financing) without the Recipient or the Project Implementing Entity (or other recipient of the proceeds of the Financing) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.

(d) *Misprocurement.* At any time, the Association: (i) determines that the procurement of any contract to be financed out of the proceeds of the Financing is inconsistent with the procedures set forth or referred to in the Legal Agreements; and (ii) establishes the amount of expenditures under such contract which would otherwise have been eligible for financing out of the proceeds of the Financing.

(e) *Closing Date.* After the Closing Date, there remains an Unwithdrawn Financing Balance.

Section 8.04 *Amounts Subject to Special Commitment Not Affected by Cancellation or Suspension by the Association*

No cancellation or suspension by the Association shall apply to amounts subject to any Special Commitment except as expressly provided in the Special Commitment.

Section 8.05 *Application of Cancelled Amounts to Maturities of the Credit*

Except as the Recipient and the Association shall otherwise agree, any cancelled amount of the Credit shall be applied *pro rata* to the installments of the principal amount of the Credit falling due after the date of such cancellation.

Section 8.06 *Events of Acceleration*

If any of the events specified in paragraphs (a) through (f) of this Section occurs and continues for the period specified (if any), then at any subsequent time during the continuance of the event, the Association may, by notice to the Recipient, declare all or part of the Withdrawn Credit Balance as at the date of such notice to be due and payable immediately together with any other Financing Payments due under the Financing Agreement. Upon any such declaration, such Withdrawn Credit Balance and Financing Payments shall become immediately due and payable.

(a) *Payment Default.* A default has occurred in the payment by the Recipient of any amount due to the Association or the Bank: (i) under the Financing Agreement; or (ii) under any other agreement between the Recipient and the Association; or (iii) under any agreement between the Recipient and the Bank; or (iv) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Association or the Bank to any third party with the agreement of the Recipient; and such default continues in each case for a period of thirty (30) days.

(b) *Performance Default.*

(i) A default has occurred in the performance by the Recipient of any other obligation under the Financing Agreement, and such default continues for a period of sixty (60) days after notice of such default has been given by the Association to the Recipient.

(ii) A default has occurred in the performance by the Project Implementing Entity of any obligation under the Project Agreement or the Subsidiary Agreement, and such default continues for a period of sixty (60) days after notice of such default has been given by the Association to the Project Implementing Entity and the Recipient.

(c) *Co-financing.* The event specified in sub-paragraph (h)(ii)(B) of Section 8.02 has occurred, subject to the provisions of sub-paragraph (h)(iii) of that Section.

(d) *Assignment of Obligations; Disposition of Assets.* Any event specified in paragraph (i) of Section 8.02 has occurred.

(e) *Condition of Project Implementing Entity.* Any event specified in sub-paragraph (k)(i), (k)(ii), or (k)(iii) of Section 8.02 has occurred.

(f) *Additional Event.* Any other event specified in the Financing Agreement for the purposes of this Section has occurred and continues for the period, if any, specified in the Financing Agreement (“Additional Event of Acceleration”).

#### Section 8.07 *Grant or Credit Refund*

(a) If the Association determines that an amount of the Withdrawn Grant Balance or Withdrawn Credit Balance, as applicable, has been used in a manner inconsistent with the provisions of the Legal Agreement, the Recipient shall, upon notice by the Association to the Recipient, promptly refund such amount to the Association. Such inconsistent use shall include, without limitation:

(i) use of such amount to make a payment for an expenditure that is not an Eligible Expenditure; or

(ii) (A) engaging in corrupt, fraudulent, collusive or coercive practices in connection with the use of such amount; or (B) use of such amount to finance a contract during the procurement or execution of which such practices were engaged in by



representatives of the Recipient or the Project Implementing Entity (or other recipient of such amount of the Withdrawn Grant Balance or Withdrawn Credit Balance), in either case without the Recipient or the Project Implementing Entity (or other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.

(b) Except as the Association may otherwise determine, the Association shall cancel all amounts refunded pursuant to this Section.

(c) If any notice of refund is given pursuant to Section 8.07 (a) during the Conversion Period for any Conversion applicable to a Credit: (i) the Recipient shall pay a transaction fee in respect of any early termination of such Conversion, in such amount or at such rate as announced by the Association from time to time and in effect on the date of such notice; and (ii) the Recipient shall pay any Unwinding Amount owed by it in respect of any early termination of the Conversion, or the Association shall pay any Unwinding Amount owed by it in respect of any such early termination (after setting off any amounts owed by the Recipient under the Financing Agreement), in accordance with the Conversion Guidelines. Transaction fees and any Unwinding Amount payable by the Recipient shall be paid not later than sixty (60) days after the date of the refund.

#### Section 8.08 *Acceleration During a Conversion Period*

If the Financing Agreement provides for Conversions, and if any notice of acceleration is given pursuant to Section 8.06 during the Conversion Period for any Conversion applicable to a Credit: (a) the Recipient shall pay a transaction fee in respect of any early termination of the Conversion, in such amount or at such rate as announced by the Association from time to time and in effect on the date of such notice; and (b) the Recipient shall pay any Unwinding Amount owed by it in respect of any early termination of the Conversion, or the Association shall pay any Unwinding Amount owed by it in respect of any such early termination (after setting off any amounts owed by the Recipient under the Financing Agreement), in accordance with the Conversion Guidelines. Transaction fees and any Unwinding Amount payable by the Recipient shall be paid not later than sixty (60) days after the effective date of the acceleration.

#### Section 8.09 *Effectiveness of Provisions After Cancellation, Suspension, Refund or Acceleration*

Notwithstanding any cancellation, suspension, refund, or acceleration under this Article, all the provisions of the Legal Agreements shall continue in full force and effect except as specifically provided in these General Conditions.

### **ARTICLE IX Enforceability; Arbitration**

#### Section 9.01 *Enforceability*

The rights and obligations of the Recipient and the Association under the Legal Agreements shall be valid and enforceable in accordance with their terms notwithstanding the law of any state or political subdivision thereof to the contrary. Neither the Recipient nor the Association shall be entitled in any proceeding under this Article to assert any claim that any provision of the Legal

Agreements is invalid or unenforceable because of any provision of the Articles of Agreement of the Association.

Section 9.02 *Failure to Exercise Rights*

No delay in exercising, or omission to exercise, any right, power or remedy accruing to any party under any Legal Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default. No action of such party in respect of any default, or any acquiescence by it in any default, shall affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

Section 9.03 *Arbitration*

(a) Any controversy between the parties to the Financing Agreement and any claim by either such party against the other arising under the Financing Agreement which has not been settled by agreement of the parties shall be submitted to arbitration by an arbitral tribunal (“Arbitral Tribunal”) as hereinafter provided.

(b) The parties to such arbitration shall be the Association and the Recipient.

(c) The Arbitral Tribunal shall consist of three arbitrators appointed as follows: (i) one arbitrator shall be appointed by the Association; (ii) a second arbitrator shall be appointed by the Recipient; and (iii) the third arbitrator (“Umpire”) shall be appointed by agreement of the parties or, if they do not agree, by the President of the International Court of Justice or, failing appointment by said President, by the Secretary-General of the United Nations. If either party fails to appoint an arbitrator, such arbitrator shall be appointed by the Umpire. In case any arbitrator appointed in accordance with this Section resigns, dies or becomes unable to act, a successor arbitrator shall be appointed in the same manner as prescribed in this Section for the appointment of the original arbitrator and such successor shall have all the powers and duties of such original arbitrator.

(d) An arbitration proceeding may be instituted under this Section upon notice by the party instituting such proceeding to the other party. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature of the relief sought and the name of the arbitrator appointed by the party instituting such proceeding. Within thirty (30) days after such notice, the other party shall notify to the party instituting the proceeding the name of the arbitrator appointed by such other party.

(e) If within sixty (60) days after the notice instituting the arbitration proceeding, the parties have not agreed upon an Umpire, either party may request the appointment of an Umpire as provided in paragraph (c) of this Section.

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

(g) The Arbitral Tribunal shall decide all questions relating to its competence and shall, subject to the provisions of this Section and except as the parties shall otherwise agree, determine its procedure. All decisions of the Arbitral Tribunal shall be by majority vote.

(h) The Arbitral Tribunal shall afford to the parties a fair hearing and shall render its award in writing. Such award may be rendered by default. An award signed by a majority of the Arbitral Tribunal shall constitute the award of the Arbitral Tribunal. A signed counterpart of the award shall be transmitted to each party. Any such award rendered in accordance with the provisions of this Section shall be final and binding upon the parties to the Financing Agreement. Each party shall abide by and comply with any such award rendered by the Arbitral Tribunal in accordance with the provisions of this Section.

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

(j) The provisions for arbitration set forth in this Section shall be in lieu of any other procedure for the settlement of controversies between the parties to the Financing Agreement or of any claim by either party against the other party arising under the Financing Agreement.

(k) If, within thirty (30) days after counterparts of the award have been delivered to the parties, the award has not been complied with, either party may: (i) enter judgment upon, or institute a proceeding to enforce, the award in any court of competent jurisdiction against the other party; (ii) enforce such judgment by execution; or (iii) pursue any other appropriate remedy against such other party for the enforcement of the award and the provisions of the Financing Agreement. Notwithstanding the foregoing, this Section shall not authorize any entry of judgment or enforcement of the award against the Recipient except as such procedure may be available otherwise than by reason of the provisions of this Section.

(l) Service of any notice or process in connection with any proceeding under this Section or in connection with any proceeding to enforce any award rendered pursuant to this Section may be made in the manner provided in Section 11.01. The parties to the Financing Agreement waive any and all other requirements for the service of any such notice or process.

## **ARTICLE X**

### **Effectiveness; Termination**

#### *Section 10.01 Conditions of Effectiveness of Legal Agreements*

The Legal Agreements shall not become effective until the Recipient and the Project Implementing Entity confirm and the Association is satisfied that the conditions specified in paragraphs (a) through (c) of this Section are met.

(a) The execution and delivery of each Legal Agreement on behalf of the Recipient or the Project Implementing Entity which is a party to such Legal Agreement have been duly authorized by all necessary actions and delivered on behalf of such party, and the Legal Agreement is legally binding upon such party in accordance with its terms.

- (b) If the Association so requests, the condition of the Project Implementing Entity, as represented and warranted to the Association at the date of the Legal Agreements, has not undergone any material adverse change after such date.
- (c) Each condition specified in the Financing Agreement as a condition of its effectiveness has occurred (“Additional Condition of Effectiveness”).

*Section 10.02 Legal Opinions or Certificates; Representation and Warranty*

For the purpose of confirming that the conditions specified in paragraph (a) of Section 10.01 above have been met:

- (a) The Association may require an opinion or certificate satisfactory to the Association confirming: (i) on behalf of the Recipient or the Project Implementing Entity that the Legal Agreement to which it is a party has been duly authorized by, and executed and delivered on behalf of, such party, and is legally binding upon such party in accordance with its terms; and (ii) each other matter specified in the Financing Agreement or reasonably requested by the Association in connection with the Legal Agreements for the purpose of this Section.
- (b) If the Association does not require an opinion or certificate pursuant to Section 10.02 (a), by signing the Legal Agreement to which it is a party, the Recipient or the Project Implementing Entity shall be deemed to represent and warrant that on the date of such Legal Agreement, the Legal Agreement has been duly authorized by, and executed and delivered on behalf of, such party and is legally binding upon such party in accordance with its terms, except where additional action is required to make such Legal Agreement legally binding. Where additional action is required following the date of the Legal Agreement, the Recipient or the Project Implementing Entity shall notify the Association when such additional action has been taken. By providing such notification, the Recipient or the Project Implementing Entity shall be deemed to represent and warrant that on the date of such notification the Legal Agreement to which it is a party is legally binding upon it in accordance with its terms.

*Section 10.03 Effective Date*

- (a) Except as the Recipient and the Association shall otherwise agree, the Legal Agreements shall enter into effect on the date upon which the Association dispatches to the Recipient and the Project Implementing Entity notice confirming it is satisfied that the conditions specified in Section 10.01 have been met (“Effective Date”).
- (b) If, before the Effective Date, any event has occurred which would have entitled the Association to suspend the right of the Recipient to make withdrawals from the Financing Account if the Financing Agreement had been effective, or the Association has determined that an extraordinary situation provided for under Section 3.19 (a) exists, the Association may postpone the dispatch of the notice referred to in paragraph (a) of this Section until such event (or events) or situation has (or have) ceased to exist.

*Section 10.04 Termination of Legal Agreements for Failure to Become Effective*

The Legal Agreements and all obligations of the parties under the Legal Agreements shall terminate if the Legal Agreements have not entered into effect by the date (“Effectiveness Deadline”) specified

in the Financing Agreement for the purpose of this Section, unless the Association, after consideration of the reasons for the delay, establishes a later Effectiveness Deadline for the purpose of this Section. The Association shall promptly notify the Recipient and the Project Implementing Entity of such later Effectiveness Deadline.

*Section 10.05 Termination of Legal Agreements on Performance of All Obligations*

(a) Subject to the provisions of paragraphs (b) and (c) of this Section, the Legal Agreements and all obligations of the parties under the Legal Agreements shall forthwith terminate upon full payment of the Withdrawn Credit Balance and all other Financing Payments due.

(b) If the Financing Agreement specifies a date by which certain provisions of the Financing Agreement (other than those providing for payment obligations) shall terminate, such provisions and all obligations of the parties under them shall terminate on the earlier of: (i) such date; and (ii) the date on which the Financing Agreement terminates in accordance with its terms.

(c) If the Project Agreement specifies a date on which the Project Agreement shall terminate, the Project Agreement and all obligations of the parties under the Project Agreement shall terminate on the earlier of: (i) such date; and (ii) the date on which the Financing Agreement terminates in accordance with its terms. The Association shall promptly notify the Project Implementing Entity if the Financing Agreement terminates in accordance with its terms prior to the date so specified in the Project Agreement.

**ARTICLE XI  
Miscellaneous Provisions**

*Section 11.01 Execution of Legal Agreements; Notices and Requests*

(a) Each Legal Agreement executed by Electronic Means shall be deemed an original, and in the case of any Legal Agreement not executed by Electronic Means in several counterparts, each counterpart shall be an original.

(b) Any notice or request required or permitted to be made or given under any Legal Agreement or any other agreement between the parties contemplated by the Legal Agreement shall be in writing. Except as otherwise provided in Section 10.03(a), such notice or request shall be deemed to have been duly given or made when it has been delivered by hand, mail, or Electronic Means, to the party to which it is to be given or made at such party's address or Electronic Address specified in the Legal Agreement or at such other address or Electronic Address as such party shall have designated by notice to the party giving such notice or making such request. Any notice or request delivered by Electronic Means shall be deemed dispatched by the sender from its Electronic Address when it leaves the Electronic Communications System of the sender and shall be deemed received by the other party at its Electronic Address when such notice or request becomes capable of being retrieved in machine readable format by the Electronic Communications System of the receiving party.

(c) Unless the Parties otherwise agree, Electronic Documents shall have the same legal force and effect as information contained in a Legal Agreement or a notice or request under a Legal Agreement that is not executed or transmitted by Electronic Means.

Section 11.02 *Action on Behalf of the Recipient and the Project Implementing Entity*

(a) The representative designated by the Recipient in the Financing Agreement (and the representative designated by the Project Implementing Entity in the Project Agreement or the Subsidiary Agreement) for the purpose of this Section, or any person authorized by such representative for that purpose, may take any action required or permitted to be taken pursuant to such Legal Agreement, and execute any documents or dispatch any Electronic Document required or permitted to be executed pursuant to such Legal Agreement on behalf of the Recipient (or the Project Implementing Entity).

(b) The representative so designated by the Recipient or person so authorized by such representative may agree to any modification or amplification of the provisions of the Financing Agreement on behalf of the Recipient by Electronic Document or by written instrument executed by such representative or authorized person; provided that, in the opinion of such representative, the modification or amplification is reasonable in the circumstances and will not substantially increase the obligations of the Recipient under the Financing Agreement. The Association may accept the execution by such representative or other authorized person of any such instrument as conclusive evidence that such representative is of such opinion.

Section 11.03 *Evidence of Authority*

The Recipient and the Project Implementing Entity shall furnish to the Association: (a) sufficient evidence of the authority of the person or persons who will, on behalf of such party, take any action or execute any documents, including Electronic Documents, required or permitted to be taken or executed by it under the Legal Agreement to which it is a party; and (b) the authenticated specimen signature of each such person as well as the Electronic Address referred to in Section 11.01(b).

Section 11.04 *Disclosure*

The Association may disclose the Legal Agreements to which it is a party and any information related to such Legal Agreements in accordance with its policy on access to information, in effect at the time of such disclosure.

**APPENDIX**  
**Definitions**

1. “Additional Condition of Effectiveness” means any condition of effectiveness specified in the Financing Agreement for the purpose of Section 10.01(c).
2. “Additional Event of Acceleration” means any event of acceleration specified in the Financing Agreement for the purpose of Section 8.06(f) .
3. “Additional Event of Suspension” means any event of suspension specified in the Financing Agreement for the purpose of Section 8.02 (m).
4. “Amortization Schedule” means the schedule for repayment of principal amount specified in the Financing Agreement for purposes of Section 3.10.
5. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, as further defined in the Financing Agreement.
6. “Approved Currency” means, for a Currency Conversion, any Currency approved by the Association, which, upon the Conversion, becomes the Credit Currency.
7. “Arbitral Tribunal” means the arbitral tribunal established pursuant to Section 9.03.
8. “Association” means the International Development Association.
9. “Automatic Conversion to Local Currency” means, with respect to any portion of the Withdrawn Credit Balance, a Currency Conversion from the Credit Currency to a Local Currency for either the full maturity or the longest maturity available for the Conversion of such amount with effect from the Conversion Date upon withdrawals of amounts of the Credit from the Credit Account.
10. “Automatic Rate Fixing Conversion” means an Interest Rate Conversion whereby either (i) the initial Reference Rate component of the interest rate for a Credit based on a Variable Spread is converted to a Fixed Reference Rate; or (ii) the initial Variable Rate for a Credit with a Fixed Spread is converted to a Fixed Rate, in either case for the aggregate principal amount of the Credit withdrawn from the Credit Account during any Interest Period or any of the two or more consecutive Interest Periods that equals or exceeds a specified threshold, and for the full maturity of such amount, as specified in the Financing Agreement or in a separate request from the Recipient.
11. “Bank” means the International Bank for Reconstruction and Development.
12. “Closing Date” means the date specified in the Financing Agreement (or such other date as the Association shall establish, upon a request from the Recipient, by notice to the Recipient) after which the Association may, by notice to the Recipient, terminate the right

of the Recipient to withdraw from the Financing Account.

13. “Co-financier” means the financier (other than the Association or the Bank) referred to in Section 8.02 (h) providing the Co-financing. If the Financing Agreement specifies more than one such financier, “Co-financier” refers separately to each of such financiers.
14. “Co-financing” means the financing referred to in Section 8.02 (h) and specified in the Financing Agreement provided or to be provided for the Project by the Co-financier. If the Financing Agreement specifies more than one such financing, “Co-financing” refers separately to each of such financings.
15. “Co-financing Agreement” means the agreement referred to in Section 8.02 (h) providing for the Co-financing.
16. “Co-financing Deadline” means the date referred to in Section 8.02 (h) (i) and specified in the Financing Agreement by which the Co-financing Agreement is to become effective. If the Financing Agreement specifies more than one such date, “Co-financing Deadline” refers separately to each of such dates.
17. “Commitment Charge” means the commitment charge payable by the Recipient on the Unwithdrawn Financing Balance pursuant to Section 3.02 or Section 3.08 (d), as applicable. If the Financing includes a Credit and a Grant, “Commitment Charge” refers separately to the commitment charge on the Unwithdrawn Credit Balance and the commitment charge on the Unwithdrawn Grant Balance.
18. “Commitment-linked Repayment Amortization Schedule” means an Amortization Schedule in which timing and amount of principal repayments is determined by reference to the date of approval of the Credit by the Association and calculated as a portion of the Withdrawn Credit Balance, as specified in the Financing Agreement.
19. “Concessional Financing” means any Financing not explicitly designated as Non-concessional Financing in the Financing Agreement.
20. “Conversion” means any of the following modifications of the terms of all or any portion of the Non-concessional Financing that has been requested by the Recipient and accepted by the Association: (a) an Interest Rate Conversion; (b) a Currency Conversion; or (c) the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate; each as provided in the Financing Agreement and in the Conversion Guidelines.
21. “Conversion Date” means, for a Conversion, such date as the Association shall determine on which the Conversion enters into effect, as further specified in the Conversion Guidelines; provided that if the Financing Agreement provides for Automatic Conversions to Local Currency, the Conversion Date shall be the date of withdrawal from the Credit Account of the amount in respect of which the Conversion has been requested.



22. “Conversion Guidelines” means, for a Conversion, the Directive “Conversion of Financial Terms of IBRD and IDA Loans and Financing Instruments” issued, and revised from time to time, by the Bank and the Association, in effect at the time of the Conversion.
23. “Conversion Period” means, for a Conversion, the period from and including the Conversion Date to and including the last day of the Interest Period in which the Conversion terminates by its terms; provided, that solely for the purpose of enabling the final payment of interest and principal under a Currency Conversion to be made in the Approved Currency, such period shall end on the Payment Date immediately following the last day of said final applicable Interest Period.
24. “Counterparty” means a party with whom the Association enters into a hedging arrangement for purposes of executing a Conversion.
25. “Credit” means the portion of the Financing specified in the Financing Agreement as a credit, and which is repayable pursuant to the provisions of the Financing Agreement; it being understood that, when “Credit” is used in Specific Provisions, the terms “Financing” shall be replaced in the foregoing sentence by “Non-concessional Financing” or “Concessional Financing”, as applicable under the considered Specific Provisions.
26. “Covered Debt” means any debt which is or may become payable in a Currency other than the Currency of the Recipient.
27. “Credit Account” means the account opened by the Association in its books in the name of the Recipient to which the amount of the Credit is credited.
28. “Credit Currency” means the Currency in which the Credit is denominated; provided that if the Financing Agreement provides for Conversions, “Credit Currency” means the Currency in which the Credit is denominated from time to time. If the Credit is denominated in more than one currency, “Credit Currency” refers separately to each of such Currencies.
29. “Currency” means the currency of a country and the Special Drawing Right. “Currency of a country” means the currency which is legal tender for the payment of public and private debts in that country.
30. “Currency Conversion” means a change of the Credit Currency of all or any amount of the Unwithdrawn Credit Balance or the Withdrawn Credit Balance to an Approved Currency.
31. “Currency Hedge Transaction” means either: (i) a Currency Hedge Swap Transaction; or (ii) a Currency Hedge Notes Transaction.
32. “Currency Hedge Notes Transaction” means one or more notes issued by the Association and denominated in an Approved Currency for purposes of executing a Currency Conversion.
33. “Currency Hedge Swap Transaction” means one or more Currency derivatives transactions entered into by the Association with a Counterparty as of the Execution Date for purposes of executing a Currency Conversion.

34. “Default Interest Period” means for any overdue amount of the Withdrawn Credit Balance, each Interest Period during which such overdue amount remains unpaid; provided, however, that the first such Default Interest Period shall commence on the 31<sup>st</sup> day following the date on which such amount becomes overdue, and the final such Default Interest Period shall end on the date at which such amount is fully paid.
35. “Default Interest Rate” means for any Default Interest Period:
- (a) in respect of any amount of the Withdrawn Credit Balance to which the Default Interest Rate applies and for which interest was payable at a Variable Rate immediately prior to the application of the Default Interest Rate: the Default Variable Rate plus one half of one percent (0.5%); and
  - (b) in respect of any amount of the Withdrawn Credit Balance to which the Default Interest Rate applies and for which interest was payable at a Fixed Rate immediately prior to the application of the Default Interest Rate: Default Reference Rate plus the Fixed Spread plus one half of one percent (0.5%).
36. “Default Reference Rate” means the Reference Rate for the relevant Interest Period; it being understood that for the initial Default Interest Period, Default Reference Rate shall be equal to Reference Rate for the Interest Period in which the amount referred to in Section 3.09(e) first becomes overdue.
37. “Default Variable Rate” means the Variable Rate for the relevant Interest Period; provided that:
- (a) for the initial Default Interest Period, Default Variable Rate shall be equal to the Variable Rate for the Interest Period in which the amount referred to in Section 3.09(e) first becomes overdue; and
  - (b) for an amount of the Withdrawn Credit Balance to which the Default Interest Rate applies and for which interest was payable at a Variable Rate based on a Fixed Reference Rate and the Variable Spread immediately prior to the application of the Default Interest Rate, “Default Variable Rate” shall be equal to the Default Reference Rate plus the Variable Spread.
38. “Derivatives Agreement” means any derivatives agreement between the Association and the Recipient (or any of its sub-sovereign entities) for the purpose of documenting and confirming one or more derivatives transactions between the Association and the Recipient (or any of its sub-sovereign entities), as such agreement may be amended from time to time. “Derivatives Agreement” includes all schedules, annexes and agreements supplemental to the Derivatives Agreement.
39. “Disbursed Amount” means, for each Interest Period, the aggregate principal amount of the Credit withdrawn from the Credit Account during such Interest Period referred to in Section 3.11(a) .

40. “Disbursement-Linked Amortization Schedule means an Amortization Schedule in which principal amount repayments are determined by reference to the date of disbursement and the Disbursed Amount and calculated as a portion of the Withdrawn Credit Balance, as specified in the Financing Agreement.
41. “Disbursement and Financial Information Letter” means the letter transmitted by the Association to the Recipient as part of the additional instructions to be issued under Section 2.01(b).
42. “Dollar”, “\$” and “USD” each means the lawful currency of the United States of America.
43. “Effective Date” means the date on which the Legal Agreements enter into effect pursuant to Section 10.03(a).
44. “Effectiveness Deadline” means the date referred to in Section 10.04 after which the Legal Agreements shall terminate if they have not entered into effect as provided in that Section.
45. “Electronic Address” means the designation of a party that uniquely identifies a person within a defined electronic communications system for purposes of authenticating the dispatch and receipt of electronic documents.
46. “Electronic Communications System” means the collection of computers, servers, systems, equipment, network elements and other hardware and software used for the purposes of generating, sending, receiving or storing or otherwise processing electronic documents, acceptable to the Association and in accordance with any such additional instructions as the Association may specify from time to time by notice to the Recipient.
47. “Electronic Document” means information contained in a Legal Agreement or a notice or request under a Legal Agreement that is transmitted by Electronic Means.
48. “Electronic Means” means the generation, sending, receiving, storing or otherwise processing of an electronic document by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange, electronic mail, telegram, telex or telecopy, acceptable to the Association.
49. “Eligible Expenditure” means an expenditure which meets the requirements of Section 2.05.
50. “EURIBOR” means for any Interest Period, the EUR interbank offered rate for deposits in EUR for six months, expressed as a percentage per annum, that appears on the Relevant Rate Page as of 11:00 a.m., Brussels time, on the Reference Rate Reset Date for the Interest Period.
51. “Euro”, “€” and “EUR” each means the lawful currency of the member states of the Euro Area.
52. “Euro Area” means the economic and monetary union of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union.

53. “Execution Date” means, for a Conversion, the date on which the Association has undertaken all actions necessary to effect the Conversion, as reasonably determined by the Association.
54. “Financial Center” means: (a) for a Currency other than EUR, the principal financial center for the relevant Currency; and (b) for the EUR, the principal financial center of the relevant member state in the Euro Area.
55. “Financial Statements” means the financial statements to be maintained for the Project as provided in Section 5.09.
56. “Financing” means: (a) the Credit if the Financing Agreement provides for a Credit only; (b) the Grant if the Financing Agreement provides for a Grant only; or both the Credit and the Grant if the Financing Agreement provides for both a Credit and a Grant; it being understood that, except when “Financing” is used in Specific Provisions where it shall mean either “Non-concessional Financing” or “Concessional Financing”, as applicable under the considered Specific Provisions, “Financing” means both Concessional Financing and Non-Concessional Financing.
57. “Financing Account” means: (a) the Credit Account if the Financing Agreement provides for a Credit only; (b) the Grant Account if the Financing Agreement provides for a Grant only; or (c) the Credit Account in respect of the Credit and the Grant Account in respect of the Grant if the Financing Agreement provides for a Credit and a Grant.
58. “Financing Agreement” means the financing agreement between the Recipient and the Association providing for the Financing, as such agreement may be amended from time to time. “Financing Agreement” includes these General Conditions as applied to the Financing Agreement, and all appendices, schedules and agreements supplemental to the Financing Agreement.
59. “Financing Payment” means any amount payable by the Recipient to the Association pursuant to the Financing Agreement or these General Conditions, including (but not limited to) any amount of the Withdrawn Credit Balance, the Service Charge, the Interest Charge, the Front-end Fee, the Commitment Charge, any prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Recipient, and any premium payable upon and any refund of the Withdrawn Grant Balance payable by the Recipient, as applicable.
60. “Fixed Rate” means a fixed rate of interest applicable to the amount of the Credit to which a Conversion applies, as determined by the Association in accordance with the Conversion Guidelines and notified to the Recipient pursuant to Section 4.02 (c).
61. “Fixed Reference Rate” means a fixed reference rate component of the interest applicable to the amount of the Credit to which a Conversion applies, as determined by the Association in accordance with the Conversion Guidelines and notified to the Recipient pursuant to Section 4.02 (c).

62. “Fixed Spread” means the Association’s fixed spread for the initial Credit Currency in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Financing Agreement and expressed as a percentage per annum; provided, that: (a) for purposes of determining the Default Interest Rate, pursuant to Section 3.09(e), that is applicable to an amount of the Withdrawn Credit Balance on which interest is payable at a Fixed Rate, the “Fixed Spread” means the Association’s fixed spread in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Financing Agreement, for the Currency of denomination of such amount; (b) for purposes of a Conversion of the Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread, and for purposes of fixing the Variable Spread pursuant to Section 4.03, “Fixed Spread” means the Association’s fixed spread for the Credit Currency as reasonably determined by the Association on the Conversion Date; and (c) upon a Currency Conversion of all or any amount of the Unwithdrawn Credit Balance, the Fixed Spread shall be adjusted on the Execution Date in the manner specified in the Conversion Guidelines.
63. “Front-end Fee” means the fee specified in the Financing Agreement for the purpose of Section 3.08(a).
64. “Grant” means the portion of the Financing specified in the Financing Agreement as a grant.
65. “Grant Account” means the account opened by the Association in its books in the name of the Recipient to which the amount of the Grant is credited.
66. “Installment Share” means the percentage of the total principal amount of the Financing payable on each Principal Payment Date as specified in a Commitment-linked Amortization Schedule.
67. “Interest Charge” means the interest charge specified in the Financing Agreement for the purpose of Section 3.04 or Section 3.09.
68. “Interest Hedge Transaction” means, for an Interest Rate Conversion, one or more interest rate swap transactions entered into by the Association with a Counterparty as of the Execution Date and in accordance with the Conversion Guidelines, in connection with the Interest Rate Conversion.
69. “Interest Period” means the initial period from and including the date of the Financing Agreement to but excluding the first Payment Date occurring thereafter, and after the initial period, each period from and including a Payment Date to but excluding the next following Payment Date.
70. “Interest Rate Cap” means, with respect to all or any amount of the Withdrawn Credit Balance, a ceiling that sets an upper limit: (a) in respect of any portion of the Credit that accrues interest at a Variable Rate based on a Reference Rate and the Fixed Spread, for the Variable Rate; or (b) in respect of any portion of the Credit that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, for the Reference Rate.
71. “Interest Rate Collar” means, with respect to all or any amount of the Withdrawn Credit Balance, a combination of a ceiling and a floor that sets an upper and a lower limit: (a) in

respect of any portion of the Credit that accrues interest at a Variable Rate based on a Reference Rate and the Fixed Spread, for the Variable Rate; or (b) in respect of any portion of the Credit that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, for the Reference Rate.

72. “Interest Rate Conversion” means a change of the interest rate basis applicable to all or any amount of the Withdrawn Credit Balance: (a) from the Variable Rate to the Fixed Rate or vice versa; (b) from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; (c) from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread or vice versa; or (d) Automatic Rate Fixing Conversion.
73. “Legal Agreement” means the Financing Agreement, the Project Agreement, or the Subsidiary Agreement. “Legal Agreements” means collectively, all of such agreements.
74. “LIBOR” means for any Interest Period, the London interbank offered rate for deposits in the relevant Credit Currency for six months, expressed as a percentage per annum, that appears on the Relevant Rate Page as of 11:00 a.m. London time on the Reference Rate Reset Date for the Interest Period.
75. “Lien” includes mortgages, pledges, charges, privileges and priorities of any kind.
76. “Local Currency” means an Approved Currency that is not a major currency, as reasonably determined by the Association.
77. “Maturity Fixing Date” means, for each Disbursed Amount, the first day of the Interest Period next following the Interest Period in which the Disbursed Amount is withdrawn.
78. “Maximum Commitment Charge Rate” means the maximum rate specified in the Financing Agreement at which the Association may set the Commitment Charge pursuant to Section 3.02.
79. “Member Country” means the member of the Association which is the Recipient or the guarantor.
80. “Non-concessional Financing” means any Financing deemed by the Association to be on non-concessional terms, as more particularly specified in the Financing Agreement.
81. “Original Credit Currency” means the currency of denomination of the Credit as defined in Section 3.19(a).
82. “Payment Currency” means: (a) for Credits and Grants denominated in SDR, the Currency specified in the Financing Agreement; and (b) for all other Credits, the Credit Currency.
83. “Payment Date” means each date specified in the Financing Agreement occurring on or after the date of the Financing Agreement on which Service Charges, Interest Charges or Commitment Charges are payable, as applicable.

84. “Preparation Advance” means the advance referred to in the Financing Agreement and repayable in accordance with Section 2.07.
85. “Principal Payment Date” means each date specified in the Financing Agreement on which an installment of the principal amount of the Credit is payable.
86. “Procurement Plan” means the Recipient’s procurement plan for the Project provided for under Section IV of the Procurement Regulations, as such plan may be updated from time to time with the Association’s approval.
87. “Procurement Regulations” means the “World Bank Procurement Regulations for Borrowers under Investment Project Financing”, as further defined in the Financing Agreement.
88. “Project” means the project described in the Financing Agreement, for which the Financing is extended, as the description of such project may be amended from time to time by agreement between the Recipient and the Association.
89. “Project Agreement” means the agreement between the Association and the Project Implementing Entity relating to the implementation of all or part of the Project, as such agreement may be amended from time to time. “Project Agreement” includes these General Conditions as applied to the Project Agreement, and all appendices, schedules and agreements supplemental to the Project Agreement.
90. “Project Implementing Entity” means a legal entity (other than the Recipient) which is responsible for implementing all or a part of the Project and which is a party to the Project Agreement or the Subsidiary Agreement.
91. “Project Implementing Entity’s Representative” means the Project Implementing Entity’s representative specified in the Project Agreement for the purpose of Section 11.02(a).
92. “Project Report” means each report on the Project to be prepared and furnished to the Association for the purpose of Section 5.08 (b).
93. “Public Assets” means assets of the Recipient, of any of its political or administrative subdivisions and of any entity owned or controlled by, or operating for the account or benefit of, the Recipient or any such subdivision, including gold and foreign exchange assets held by any institution performing the functions of a central bank or exchange stabilization fund, or similar functions, for the Recipient.
94. “Recipient” means the member of the Association which is a party to the Financing Agreement and to which the Financing is extended.
95. “Recipient’s Representative” means the representative of the Recipient specified in the Financing Agreement for the purpose of Section 11.02.

96. “Reference Rate” means, for any Interest Period:

(a) for USD, JPY and GBP, LIBOR for the relevant Credit Currency. If such rate does not appear on the Relevant Rate Page, the Association shall request the principal London office of each of four (4) major banks to provide a quotation of the rate at which it offers six-month deposits in the relevant Credit Currency to leading banks in the London interbank market at approximately 11:00 a.m. London time on the Reference Rate Reset Date for the Interest Period. If at least two (2) such quotations are provided, the rate for the Interest Period shall be the arithmetic mean (as determined by the Association) of the quotations. If less than two (2) quotations are provided as requested, the rate for the Interest Period shall be the arithmetic mean (as determined by the Association) of the rates quoted by four (4) major banks selected by the Association in the relevant Financial Center, at approximately 11:00 a.m. in the Financial Center, on the Reference Rate Reset Date for the Interest Period for loans in the relevant Credit Currency to leading banks for six (6) months. If less than two (2) of the banks so selected are quoting such rates, the Reference Rate for the relevant Credit Currency for the Interest Period shall be equal to the respective Reference Rate in effect for the Interest Period immediately preceding it;

(b) for EUR, EURIBOR. If such rate does not appear on the Relevant Rate Page, the Association shall request the principal Euro Area office of each of four (4) major banks to provide a quotation of the rate at which it offers six-month deposits in EUR to leading banks in the Euro Area interbank market at approximately 11:00 a.m. Brussels time on the Reference Rate Reset Date for the Interest Period. If at least two (2) such quotations are provided, the rate for the Interest Period shall be the arithmetic mean (as determined by the Association) of the quotations. If less than two (2) quotations are provided as requested, the rate for the Interest Period shall be the arithmetic mean (as determined by the Association) of the rates quoted by four (4) major banks selected by the Association in the relevant Financial Center, at approximately 11:00 a.m. in the Financial Center, on the Reference Rate Reset Date for the Interest Period for loans in EUR to leading banks for six (6) months. If less than two (2) of the banks so selected are quoting such rates, the Reference Rate for EUR for the Interest Period shall be equal to the Reference Rate in effect for the Interest Period immediately preceding it;

(c) if the Association determines that (i) LIBOR (in respect of USD, JPY, and GBP) or EURIBOR (in respect of Euro) has permanently ceased to be quoted for such currency, or (ii) the Association is no longer able, or it is no longer commercially acceptable for the Association, to continue to use such Reference Rate, for purposes of its asset and liability management, such other comparable reference rate for the relevant currency, including any applicable spread, as the Association shall determine, and notify to the Borrower pursuant to Section 3.09(c); and

(d) for any currency other than USD, EUR, JPY, or GBP: (i) such reference rate for the initial Credit Currency as shall be specified or referred to in the Financing Agreement; or (ii) in the case of a Currency Conversion to such other currency, such reference rate as shall be determined by the Association in accordance with the Conversion Guidelines and notice thereof given to the Recipient in accordance with Section 4.02 (c).



97. “Reference Rate Reset Date” means:

(a) for USD, JPY and GBP, the day two London Banking Days prior to the first day of the relevant Interest Period (or: (i) in the case of the initial Interest Period, the day two (2) London Banking Days prior to the first or fifteenth day of the month in which the Financing Agreement is signed, whichever day immediately precedes the date of the Financing Agreement; provided that if the date of the Financing Agreement falls on the first or fifteenth day of such month, the Reference Rate Reset Date shall be the day two (2) London Banking Days prior to the date of the Financing Agreement; and (ii) if the Conversion Date for a Currency Conversion of an amount of the Unwithdrawn Credit Balance to any of USD, JPY or GBP falls on a day other than a Payment Date, the initial Reference Rate Reset Date for the Approved Currency shall be the day two (2) London Banking Days prior to the first or fifteenth day of the month in which the Conversion Date falls, whichever day immediately precedes the Conversion Date; provided, that if the Conversion Date falls on the first or fifteenth day of such month, the Reference Rate Reset Date for the Approved Currency shall be the day two (2) London Banking Days prior to the Conversion Date);

(b) for EUR, the day two (2) TARGET Settlement Days prior to the first day of the relevant Interest Period (or: (i) in the case of the initial Interest Period the day two (2) TARGET Settlement Days prior to the first or fifteenth day of the month in which the Financing Agreement is signed, whichever day immediately precedes the date of the Financing Agreement; provided that if the date of the Financing Agreement falls on the first or fifteenth day of such month, the Reference Rate Reset Date shall be the day two (2) TARGET Settlement Days prior to the date of the Financing Agreement; and (ii) if the Conversion Date of a Currency Conversion of an amount of the Unwithdrawn Credit Balance to EUR falls on a day other than a Payment Date, the initial Reference Rate Reset Date for the Approved Currency shall be the day two (2) TARGET Settlement Days prior to the first or fifteenth day of the month in which the Conversion Date falls, whichever day immediately precedes the Conversion Date; provided that if the Conversion Date falls on the first or fifteenth day of such month, the Reference Rate Reset Date for the Approved Currency shall be the day two (2) TARGET Settlement Days prior to the Conversion Date);

(c) if, for a Currency Conversion to an Approved Currency, the Association determines that market practice for the determination of the Reference Rate Reset Date is on a date other than as set forth in sub-paragraphs (a) or (b) of this Section, the Reference Rate Reset Date shall be such other date as provided in the Conversion Guidelines, or as agreed by the Association and the Recipient, for such Conversion; and

(d) for any currency other than USD, EUR, JPY and GBP: (i) such day for the initial Credit Currency as shall be specified or referred to in the Financing Agreement; or (ii) in the case of a Currency Conversion to such other currency, such day as shall be determined by the Association and notice thereof given to the Recipient in accordance with Section 4.02 (c).

98. “Relevant Rate Page” means the display page designated by an established financial market data provider selected by the Association as the page for the purpose of displaying the Reference Rate for the Credit Currency.

99. “Respective Part of the Project” means, for the Recipient and for any Project Implementing Entity, the part of the Project specified in the Legal Agreements to be carried out by it.
100. “Screen Rate” means with respect to a Conversion, such rate as determined by the Association on the Execution Date taking into account the applicable interest rate, or a component thereof, and market rates displayed by established information vendors in accordance with the Conversion Guidelines
101. “Service Charge” means the charge specified in the Financing Agreement for the purpose of Section 3.03.
102. “Special Commitment” means any special commitment entered into or to be entered into by the Association pursuant to Section 2.02.
103. “Special Drawing Right” and “SDR” each means the special drawing right of the International Monetary Fund as valued by it in accordance with its Articles of Agreement.
104. “Specific Provision” has the meaning defined in Section 1.01(b) above.
105. “Sterling”, “£” or “GBP” each means the lawful currency of the United Kingdom.
106. “Subsidiary Agreement” means the agreement that the Recipient enters into with the Project Implementing Entity setting forth the respective obligations of the Recipient and the Project Implementing Entity with respect to the Project.
107. “Substitute Credit Currency” means the substitute currency of denomination of a Credit referred as defined in Section 3.19(a).
108. “TARGET Settlement Day” means any day on which the Trans European Automated Real-Time Gross Settlement Express Transfer system is open for the settlement of EUR.
109. “Taxes” includes imposts, levies, fees and duties of any nature, whether in effect at the date of the Legal Agreement or imposed after that date.
110. “Umpire” means the third arbitrator appointed pursuant to Section 9.03 (c).
111. “Unwinding Amount” means, for the early termination of a Conversion: (a) an amount payable by the Recipient to the Association equal to the net aggregate amount payable by the Association under transactions undertaken by the Association to terminate the Conversion, or if no such transactions are undertaken, an amount determined by the Association on the basis of the Screen Rate, to represent the equivalent of such net aggregate amount; or (b) an amount payable by the Association to the Recipient equal to the net aggregate amount receivable by the Association under transactions undertaken by the Association to terminate the Conversion, or if no such transactions are undertaken, an amount determined by the Association on the basis of the Screen Rate, to represent the equivalent of such net aggregate amount.

112. “Variable Rate” means (a) a variable rate of interest equal to the sum of: (1) the Reference Rate for the initial Credit Currency; plus (2) the Variable Spread, if interest accrues at a rate based on the Variable Spread, or the Fixed Spread if interest accrues at a rate based on the Fixed Spread, and (b) in case of a Conversion, such variable rate as determined by the Association in accordance with the Conversion Guidelines and notified to the Recipient pursuant to Section 4.02 (c).
113. “Variable Spread” means, for each Interest Period: (a)(1) the Association’s standard lending spread for Credits in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Financing Agreement; (2) minus (or plus) the weighted average margin, for the Interest Period, below (or above) the Reference Rate for six-month deposits, in respect of the Association’s outstanding borrowings or portions thereof allocated by it to fund credits that carry interest at a rate based on the Variable Spread; and (3) plus a maturity premium, as applicable; as reasonably determined by the Association and expressed as a percentage per annum; and (b) in case of Conversions, the variable spread, as applicable, as determined by the Association in accordance with Conversion Guidelines and notified to the Recipient pursuant to Section 4.02 (c). In the case of a Credit denominated in more than one Currency, “Variable Spread” applies separately to each of such Currencies.
114. “Unwithdrawn Credit Balance” means the amount of the Credit remaining unwithdrawn from the Credit Account from time to time.
115. “Unwithdrawn Financing Balance” means the amount of the Financing remaining unwithdrawn from the Financing Account from time to time.
116. “Unwithdrawn Grant Balance” means the amount of the Grant remaining unwithdrawn from the Grant Account from time to time.
117. “Withdrawn Credit Balance” means the amounts of the Credit withdrawn from the Credit Account and outstanding from time to time.
118. “Withdrawn Grant Balance” means the amounts of the Grant withdrawn from the Grant Account and outstanding from time to time.
119. “World Bank Disbursement Guidelines for Projects” means the World Bank guidelines, as revised from time to time, and issued as part of the additional instructions under Section 2.01 (b).
120. “Yen”, “¥” and “JPY” each means the lawful currency of Japan.


**Certificate Of Completion**

Envelope Id: 054CE6DB62F143A1B958ADB1324A2049	Status: Completed
Subject: FYI: Rwanda Energy DPF Supplemental Financing- A package has been sent for signing	
Source Envelope:	
Document Pages: 9	Signatures: 2
Supplemental Document Pages: 50	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	The World Bank
Envelopeld Stamping: Disabled	1818 H Street NW
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Washington, DC 20433
	esignaturelegam@worldbank.org
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**Signer Events**

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Yasser El-Gammal yelgammal@worldbank.org Country Manager Security Level: Email, Account Authentication (Optional)	  Signature Adoption: Pre-selected Style Using IP Address: 41.216.120.79	Sent: 5/2/2020 12:48:49 PM Viewed: 5/3/2020 3:44:10 AM Signed: 5/3/2020 3:45:41 AM

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Company Name: The World Bank

Dr. Uzziel Ndagijimana uzziel.ndagijimana@minecofin.gov.rw Minister of Finance and Economic Planning Security Level: Email, Account Authentication (Optional)	  Signature Adoption: Pre-selected Style Using IP Address: 196.12.135.19	Sent: 5/3/2020 3:45:43 AM Viewed: 5/3/2020 12:03:21 PM Signed: 5/3/2020 12:04:06 PM
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Company Name: The World Bank

Tamika Zaun tzaun@worldbank.org The World Bank Security Level: Email, Account Authentication (Optional)	<b>Completed</b>  Using IP Address: 118.185.153.210	Sent: 5/3/2020 12:04:09 PM Viewed: 5/3/2020 1:12:32 PM Signed: 5/3/2020 1:13:09 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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**Carbon Copy Events**      **Status**      **Timestamp**

<p>Tamika Zaun tzaun@worldbank.org The World Bank Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 5/2/2020 12:48:48 PM Viewed: 5/2/2020 12:48:48 PM Signed: 5/2/2020 12:48:48 PM</p>
<p>Evarist Baimu ebaimu@worldbank.org Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 5/2/2020 12:48:48 PM</p>
<p>Joern Huenteler jhuenteler@worldbank.org Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 5/2/2020 12:48:49 PM</p>
<p>Sylvie Ingabire singabire@worldbank.org The World Bank Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 5/2/2020 12:48:49 PM</p>
<p>Christian Rugeri christian.rugeri@minecofin.gov.rw Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 5/3/2020 3:45:43 AM</p>
<p>OFFICIAL DOCUMENTS odesk@worldbank.org WB - Legal Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 5/3/2020 1:13:11 PM</p>

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**Envelope Summary Events**      **Status**      **Timestamps**

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Signing Complete	Security Checked	5/3/2020 1:13:11 PM
Completed	Security Checked	5/3/2020 1:13:11 PM

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**Electronic Record and Signature Disclosure**

**Electronic Disclosure Statement And Consent for E-Signature with a Relevant World Bank Group Organization [1]**

**1.0 Acknowledgement of Independent Vendor:**

A relevant “World Bank Group Organization” means any of the following international organizations established by treaty among its member countries: International Bank for Reconstruction and Development (“IBRD”), International Development Association (“IDA”), International Finance Corporation (“IFC”), Multilateral Investment Guarantee Agency (“MIGA”), and International Centre for Settlement of Investment Disputes (“ICSID”).

By checking the ‘I agree’ box below in this Electronic Disclosure Statement and Consent for E-Signature (“Disclosure Statement and Consent”), you agree and understand that: (1) the e-signature service (the “Service”) is not owned or operated by any of the relevant World Bank Group Organizations in any way. Instead, the Service is owned, operated and maintained by an independent vendor; and (2) no relevant World Bank Group Organization is responsible or liable for the services provided by the independent vendor.

**2.0 Agreement to Terms of Service and Privacy Policy:**

When using the Service, you agree and understand that the Service’s [Terms of Service](#), including the [Service Privacy Policy](#), will govern your use of e-signature.

**3.0 Limitation of Liability:**

You agree and understand that your use of the Service with a relevant World Bank Group Organization is at your own risk.

You agree and understand that the relevant World Bank Group Organization expressly disclaims all warranties of any kind related to the site, the services and the materials, whether express or implied, including, but not limited to: (1) the implied warranties of merchantability; (2) fitness for a particular purpose; and (3) non-infringement. You agree to be solely responsible for any damage to your computer system or loss of data that results from use of the Service.

In no event will the relevant World Bank Group Organization or its licensors, business partners, contractors, collaborators, partners, agents, employees or the like be liable for any indirect, consequential, incidental, collateral, exemplary, punitive, reliance or special damages (including, without limitation, business interruption or loss of goodwill, data, revenue or profits), even if advised or made aware of the possibility of any such losses or damages and regardless of

whether the claim is based on contract, tort (including negligence, strict liability and willful and/or intentional conduct), warranty, indemnity or other theory of liability.

#### **4.0 Remedies and No Warranty:**

The relevant World Bank Group Organization makes no warranty that: (1) the Service will meet your requirements; (2) the Service will be uninterrupted, timely, secure or error-free; (3) any results or outcomes from the use of the service will be accurate or reliable; (4) the quality of the Service will meet your expectations; or (5) the Service, or its servers, or communications sent from the any of the relevant World Bank Group Organizations, will be free of viruses or other harmful elements.

You agree and understand that your sole course of action and exclusive remedy for any losses or damages incurred or suffered by you as a result of your use of the Service shall be to terminate your Service account and cease using the Service. Under no circumstances will you have any claim against any of the relevant World Bank Group Organizations for any losses or damages whatsoever arising out of or related to your use of the Service.

#### **5.0 Preservation of Immunities.**

Nothing in this Disclosure Statement and Consent shall constitute, be construed, or considered to be, a limitation upon or a waiver, renunciation or modification of any immunities, privileges or exemptions of any of the World Bank Group Organizations accorded under its respective Articles of Agreement, international Convention or any applicable law. Such immunities, privileges or exemptions are specifically reserved.

#### **6.0 Additional Terms:**

By checking the 'I agree' box below, you agree and confirm that:

- You understand that this Disclosure Statement and Consent governs only e-signature transactions or arrangements with a relevant World Bank Group Organization which may be subject to additional Service terms;
- You can access and read this Disclosure Statement and Consent; and
- You can print on paper the Disclosure Statement and Consent or save or send the same to a place where you can print it for future reference and access.
- With respect to IBRD and IDA, you (a) will always keep your e-mail address updated with the Service and follow instructions provided by the relevant World Bank Group Organization to keep your e-mail address updated with the Service as needed; and (b) understand that the minimum system requirements for using the Service may change

over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>

[1] This Electronic Disclosure Statement and Consent for E-Signature with a relevant World Bank Group Organization is to be used on a specific **transactional basis** and does not in any way or form purport to create an ongoing contractual relationship between the user of the Service, the independent vendor and any of the relevant World Bank Group Organizations.



<p><b>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 004/2020 ryo ku wa 02/06/2020 ryemera kwemeza burundu amasezerano y'inguzanyo, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo icyenda n'imwe n'ibihumbi magana ane z'Amayero (91.400.000 EUR) y'inkunga y'inyongera igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 03 Gicurasi 2020</b></p>	<p><b>Seen to be annexed to Law n° 004/2020 of 02/06/2020 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of ninety-one million four hundred thousand Euro (EUR 91,400,000) for Rwanda energy sector supplemental development policy financing, signed at Kigali, Rwanda, on 03 May 2020</b></p>	<p><b>Vu pour être annexé à la Loi n° 004/2020 du 02/06/2020 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de quatre-vingt-onze millions quatre cent mille Euros (91.400.000 EUR) pour le financement supplémentaire de la politique de développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda, le 03 mai 2020</b></p>
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<p>Kigali, ku wa 02/06/2020</p> <p>(sé)</p> <p><b>KAGAME Paul</b> Perezida wa Repubulika</p>	<p>Kigali, on 02/06/2020</p> <p>(sé)</p> <p><b>KAGAME Paul</b> President of the Republic</p>	<p>Kigali, le 02/06/2020</p> <p>(sé)</p> <p><b>KAGAME Paul</b> Président de la République</p>
<p>(sé)</p> <p><b>Dr NGIRENTE Edouard</b> Minisitiri w’Intebe</p>	<p>(sé)</p> <p><b>Dr NGIRENTE Edouard</b> Prime Minister</p>	<p>(sé)</p> <p><b>Dr NGIRENTE Edouard</b> Premier Ministre</p>
<p><b>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Minisitiri w’Ubutabera/Intumwa Nkuru ya Leta</p>	<p><b>Seen and sealed with the Seal of the Republic:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Minister of Justice/Attorney General</p>	<p><b>Vu et scellé du Sceau de la République:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Ministre de la Justice/Garde des Sceaux</p>

<p><b>ITEKA RYA PEREZIDA N° 068/01 RYO KU WA 02/06/2020 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ICYENDA N'IMWE N'IBIHUMBI MAGANA ANE Z'AMAYERO (91.400.000 EUR) Y'INKUNGA Y'INYONGERA IGENEWE POLITIKI Y'ITERAMBERE RY'URWEGO RW'INGUFU MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 03 GICURASI 2020</b></p>	<p><b>PRESIDENTIAL ORDER N° 068/01 OF 02/06/2020 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF NINETY-ONE MILLION FOUR HUNDRED THOUSAND EURO (EUR 91,400,000) FOR RWANDA ENERGY SECTOR SUPPLEMENTAL DEVELOPMENT POLICY FINANCING, SIGNED AT KIGALI, RWANDA, ON 03 MAY 2020</b></p>	<p><b>ARRÊTÉ PRÉSIDENTIEL N° 068/01 DU 02/06/2020 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGT-ONZE MILLIONS QUATRE CENT MILLE EUROS (91.400.000 EUR) POUR LE FINANCEMENT SUPPLÉMENTAIRE DE LA POLITIQUE DE DÉVELOPPEMENT DU SECTEUR DE L'ÉNERGIE AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 03 MAI 2020</b></p>
<p><b><u>ISHAKIRO</u></b></p>	<p><b><u>TABLE OF CONTENTS</u></b></p>	<p><b><u>TABLE DES MATIÈRES</u></b></p>
<p><b><u>Ingingo ya mbere:</u> Kwemeza burundu</b></p>	<p><b><u>Article One:</u> Ratification</b></p>	<p><b><u>Article premier:</u> Ratification</b></p>
<p><b><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</b></p>	<p><b><u>Article 2:</u> Authorities responsible for the implementation of this Order</b></p>	<p><b><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</b></p>
<p><b><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</b></p>	<p><b><u>Article 3:</u> Commencement</b></p>	<p><b><u>Article 3:</u> Entrée en vigueur</b></p>

<p><b>ITEKA RYA PEREZIDA N° 068/01 RYO KU WA 02/06/2020 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ICYENDA N'IMWE N'IBIHUMBI MAGANA ANE Z'AMAYERO (91.400.000 EUR) Y'INKUNGA Y'INYONGERA IGENEWE POLITIKI Y'ITERAMBERE RY'URWEGO RW'INGUFU MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 03 GICURASI 2020</b></p> <p><b>Twebwe, KAGAME Paul,</b> 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° 004/2020 ryo ku wa 02/06/2020 ryemera kwemeza burundu Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega</p>	<p><b>PRESIDENTIAL ORDER N° 068/01 OF 02/06/2020 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF NINETY-ONE MILLION FOUR HUNDRED THOUSAND EURO (EUR 91,400,000) FOR RWANDA ENERGY SECTOR SUPPLEMENTAL DEVELOPMENT POLICY FINANCING, SIGNED AT KIGALI, RWANDA, ON 03 MAY 2020</b></p> <p><b>We, KAGAME Paul,</b> 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° 004/2020 of 02/06/2020 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Development</p>	<p><b>ARRÊTÉ PRÉSIDENTIEL N° 068/01 DU 02/06/2020 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGT-ONZE MILLIONS QUATRE CENT MILLE EUROS (91.400.000 EUR) POUR LE FINANCEMENT SUPPLÉMENTAIRE DE LA POLITIQUE DE DÉVELOPPEMENT DU SECTEUR DE L'ÉNERGIE AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 03 MAI 2020</b></p> <p><b>Nous, KAGAME Paul,</b> 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° 004/2020 du 02/06/2020 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement</p>
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<p>Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo icyenda n'imwe n'ibihumbi magana ane z'Amayero (91.400.000 EUR) y'inkunga y'inyongera igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda ku wa 03 Gicurasi 2020;</p> <p>Tumaze kubona Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo icyenda n'imwe n'ibihumbi magana ane z'Amayero (91.400.000 EUR) y'inkunga y'inyongera igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 03 Gicurasi 2020;</p> <p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p><b>TWATEGETSE KANDI DUTEGETSE:</b></p>	<p>Association (IDA), relating to the credit of ninety-one million four hundred thousand Euro (EUR 91,400,000) for Rwanda energy sector supplemental development policy financing, signed at Kigali, Rwanda, on 03 May 2020;</p> <p>Considering the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of ninety-one million four hundred thousand Euro (EUR 91,400,000) for Rwanda energy sector supplemental development policy financing, signed at Kigali, Rwanda, on 03 May 2020;</p> <p>On proposal by the Minister of Finance and Economic Planning;</p> <p>After consideration and approval by the Cabinet;</p> <p><b>HAVE ORDERED AND ORDERS:</b></p>	<p>(IDA), relatif au crédit de quatre-vingt-onze millions quatre cent mille Euros (91.400.000 EUR) pour le financement supplémentaire de la politique de développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda, le 03 mai 2020;</p> <p>Considérant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de quatre-vingt-onze millions quatre cent mille Euros (91.400.000 EUR) pour le financement supplémentaire de la politique de développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda, le 03 mai 2020;</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><b>AVONS ARRÊTÉ ET ARRÊTONS:</b></p>
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<p><b><u>Ingingo ya mbere: Kwemeza burundu</u></b></p> <p>Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mironko icyenda n'imwe n'ibihumbi magana ane z'Amayero (91.400.000 EUR) y'inkunga y'inyongera igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 03 Gicurasi 2020, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><b><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></b></p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwaremezo bashinzwe gushyira mu bikorwa iri teka.</p> <p><b><u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u></b></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><b><u>Article One: Ratification</u></b></p> <p>The Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of ninety-one million four hundred thousand Euro (EUR 91,400,000) for Rwanda energy sector supplemental development policy financing, signed at Kigali, Rwanda, on 03 May 2020, annexed to this Order, is ratified and becomes fully effective.</p> <p><b><u>Article 2: Authorities responsible for the implementation of this Order</u></b></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><b><u>Article 3: Commencement</u></b></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><b><u>Article premier: Ratification</u></b></p> <p>L'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de quatre-vingt-onze millions quatre cent mille Euros (91.400.000 EUR) pour le financement supplémentaire de la politique de développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda le 03 mai 2020, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><b><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></b></p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Etrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.</p> <p><b><u>Article 3: Entrée en vigueur</u></b></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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<p>Kigali, ku wa 02/06/2020</p> <p>(sé)</p> <p><b>KAGAME Paul</b> Perezida wa Repubulika</p>	<p>Kigali, on 02/06/2020</p> <p>(sé)</p> <p><b>KAGAME Paul</b> President of the Republic</p>	<p>Kigali, le 02/06/2020</p> <p>(sé)</p> <p><b>KAGAME Paul</b> Président de la République</p>
<p>(sé)</p> <p><b>Dr NGIRENTE Edouard</b> Minisitiri w’Intebe</p>	<p>(sé)</p> <p><b>Dr NGIRENTE Edouard</b> Prime Minister</p>	<p>(sé)</p> <p><b>Dr NGIRENTE Edouard</b> Premier Ministre</p>
<p><b>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Minisitiri w’Ubutabera/Intumwa Nkuru ya Leta</p>	<p><b>Seen and sealed with the Seal of the Republic:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Minister of Justice/Attorney General</p>	<p><b>Vu et scellé du Sceau de la République:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Ministre de la Justice/Garde des Sceaux</p>

<p><b>UMUGEREKA W'ITEKA RYA PEREZIDA N° 068/01 RYO KU WA 02/06/2020 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ICYENDA N'IMWE N'IBIHUMBI MAGANA ANE Z'AMAYERO (91.400.000 EUR) Y'INKUNGA Y'INYONGERA IGENEWE POLITIKI Y'ITERAMBERE RY'URWEGO RW'INGUFU MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 03 GICURASI 2020</b></p>	<p><b>ANNEX TO PRESIDENTIAL ORDER N° 068/01 OF 02/06/2020 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF NINETY-ONE MILLION FOUR HUNDRED THOUSAND EURO (EUR 91,400,000) FOR RWANDA ENERGY SECTOR SUPPLEMENTAL DEVELOPMENT POLICY FINANCING, SIGNED AT KIGALI, RWANDA, ON 03 MAY 2020</b></p>	<p><b>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 068/01 DU 02/06/2020 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGT-ONZE MILLIONS QUATRE CENT MILLE EUROS (91.400.000 EUR) POUR LE FINANCEMENT SUPPLÉMENTAIRE DE LA POLITIQUE DE DÉVELOPPEMENT DU SECTEUR DE L'ÉNERGIE AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 03 MAI 2020</b></p>
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CREDIT NUMBER 6629- RW

# **Financing Agreement**

**(Rwanda Energy Sector Supplemental Development Policy Financing)**

**between**

**REPUBLIC OF RWANDA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

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**CREDIT NUMBER 6629- RW**

**FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF RWANDA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing supplemental financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, *inter alia*, of : (i) the actions which the Recipient has already taken under the Program and which are described in Section I of Schedule 1 to the Original Agreement; and (ii) the Recipient’s maintenance of an adequate macroeconomic policy framework. The Recipient and the Association therefore hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

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

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount of ninety-one million four hundred thousand Euro (EUR 91,400,000) (variously, “Credit” and “Financing”).
- 2.02. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.03. 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.
- 2.04. The Payment Dates are January 15 and July 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.06. The Payment Currency is Euro.
- 2.07. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Recipient shall promptly furnish to the Association such information relating

to the provisions of this Article II as the Association may, from time to time, reasonably request.

### **ARTICLE III — PROGRAM**

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end, and further to Section 5.05 of the General Conditions:
- (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient's macroeconomic policy framework and the progress achieved in carrying out the Program;
  - (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
  - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program.

### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Event of Suspension consists of the following, namely, that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.
- 4.02. The Additional Event of Acceleration consists of the following, namely, that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of thirty (30) days after notice of the event has been given by the Association to the Recipient.

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient's macroeconomic policy framework.
- 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 its minister responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Telephone:	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**  
Dr. Uzziel Ndagijimana

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
Minister of Finance and Economic Planning

**Date:** \_\_\_\_\_  
03-May-2020

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**

*Yasser El-Gammal*

\_\_\_\_\_  
**Authorized Representative**  
Yasser El-Gammal

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
Country Manager

**Date:** \_\_\_\_\_  
03-May-2020

**SCHEDULE 1**

**Program Actions; Availability of Financing Proceeds**

**Section I. Actions under the Program**

The actions taken by the Recipient under the Program are outlined in Section I of Schedule 1 to the Original Agreement.

**Section II. Availability of Financing Proceeds**

- A. General.** The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.
- B. Allocation of Financing Amounts.** The Financing is allocated in a single withdrawal tranche, from which the Recipient may make withdrawals of the Financing proceeds. The allocation of the amounts of the Financing to this end is set out in the table below:

<b>Allocations</b>	<b>Amount of the Financing Allocated (expressed in EUR)</b>
(1) Single Withdrawal Tranche	91,400,000
<b>TOTAL AMOUNT</b>	<b>91,400,000</b>

**C. Withdrawal Tranche Release Conditions.**

No withdrawal shall be made of the Single Withdrawal Tranche unless the Association is satisfied: (a) with the Program being carried out by the Recipient; and (b) with the adequacy of the Recipient’s macroeconomic policy framework.

**D. Deposit of Financing Amounts.**

1. Notwithstanding the provisions of Section 2.03 of the General Conditions:
- (a) the Recipient shall open, prior to furnishing to the Association the first request for withdrawal from the Financing Account, and thereafter maintain the following two dedicated accounts on terms and conditions satisfactory to the Association: (i) a dedicated account in Euro (“Foreign Currency Dedicated Account”); (ii) a dedicated account in Rwandan Franc (“Local Currency Dedicated Account”); and
- (b) all withdrawals from the Financing Account shall be deposited by the Association into the Foreign Currency Dedicated Account. Upon each

deposit of an amount of the Financing into the Foreign Currency Dedicated Account, the Recipient shall deposit an equivalent amount into the Local Currency Dedicated Account.

2. The Recipient, within thirty (30) days after the withdrawal of the Financing from the Financing Account, shall report to the Association: (a) the exact sum received into the Foreign Currency Dedicated Account; (b) the details of the account to which the Rwandan Franc equivalent of the Financing proceeds will be credited; (c) the record that an equivalent amount has been accounted for in the Recipient's budget management systems; and (d) the statement of receipts and disbursement of the Foreign Currency Dedicated Account.

**E. Audit.** The Recipient shall:

1. have the Dedicated Accounts audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;
2. furnish to the Association as soon as available, but in any case not later than four (4) months after the end of the Association's fiscal year, a certified copy of the report of such audit, of such scope and in such detail as the Association shall reasonably request, and make such report publicly available in a timely fashion and in a manner acceptable to the Association; and
3. furnish to the Association such other information concerning the Dedicated Accounts and their audit as the Association shall reasonably request.

**F. Closing Date.** The Closing Date is June 30, 2021.

**SCHEDULE 2**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each January 15 and July 15, commencing July 15, 2026 to and including January 15, 2058	<b>1.5625%</b>

\* 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. “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.
2. “Dedicated Accounts” means both the Foreign Currency Dedicated Account and the Local Currency Dedicated Account.
3. “Foreign Currency Dedicated Account” means the account referred to in Part D.1(a)(i) of Section II of Schedule 1 to this Agreement.
4. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Development Policy Financing”, dated December 14, 2018.
5. “Local Currency Dedicated Account” means the account referred to in Part D.1(a)(ii) of Section II of Schedule 1 to this Agreement.
6. “Original Agreement” means the agreement dated September 2, 2019 between the Recipient and Association under which the Association provided financing (credit number 6485-RW) in support of the Program.
7. “Program” means the program of objectives, policies, and actions set forth or referred to in the letter dated July 8, 2019 from the Recipient to the Association declaring the Recipient’s commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution and comprising actions taken, including those set forth in Section I of Schedule 1 to the Original Agreement, and actions to be taken consistent with the program’s objectives.
8. “Rwandan Franc” means the lawful currency of the Republic of Rwanda.
9. “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.
10. “Single Withdrawal Tranche” means the amount of the Financing allocated to the category entitled “Single Withdrawal Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.



## IDA Policy

### General Conditions for IDA Financing: Investment Project Financing (2018)

**Bank Access to Information Policy Designation**

Public

**Catalogue Number**

LEG5.03-POL.111

**Issued**

July 16, 2019

**Effective**

December 14, 2018

**Last Revised On**

June 7, 2019

**Content**

General Conditions for IDA Financing: Investment Project  
Financing (2018)

**Applicable to**

IDA

**Issuer**

Senior Vice President and General Counsel, LEGVP

**Sponsor**

Deputy Gen. Counsel, Operations, LEGVP

**International Development Association**

**General Conditions for IDA Financing**

**Investment Project Financing**

**Dated December 14, 2018**

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**ARTICLE I**  
**Introductory Provisions**

Section 1.01 *Application of General Conditions*

(a) These General Conditions set forth terms and conditions generally applicable to the Legal Agreements, to the extent the Legal Agreements so provide. If there is no Project Agreement between the Association and a Project Implementing Entity or Subsidiary Agreement between the Recipient and the Project Implementing Entity, references in these General Conditions to the Project Implementing Entity, the Project Agreement or the Subsidiary Agreement shall be disregarded.

(b) The provisions contained herein shall apply to both Concessional Financing and Non-concessional Financing, unless a particular Section or an Article included in these General Conditions explicitly provides that it shall solely apply to Concessional Financing or Non-concessional Financing, as applicable (a “Specific Provision”). In the event a Specific Provision is inconsistent, contrary or irreconcilable with other provisions of these General Conditions, such Specific Provision shall prevail.

Section 1.02 *Inconsistency with Legal Agreements*

If any provision of the Financing Agreement or the Project Agreement is inconsistent with a provision of these General Conditions, the provision of the Financing Agreement or the Project Agreement shall prevail.

Section 1.03 *Definitions*

Capitalized terms used in these General Conditions have the meanings set out in the Appendix.

Section 1.04 *References, Headings*

References in these General Conditions to Articles, Sections and Appendix are to the Articles and Sections of, and the Appendix to, these General Conditions. The headings of the Articles, Sections and Appendix, and the Table of Contents are inserted in these General Conditions for reference only and shall not be taken into consideration in interpreting these General Conditions.

**ARTICLE II**  
**Withdrawals**

Section 2.01 *Financing Account, Withdrawals Generally, Currency of Withdrawal*

(a) The Association shall credit the amount of the Financing to the Financing Account in Special Drawing Rights or, as the Association may reasonably determine, in any other Currency.

(b) The Recipient may from time to time request withdrawals of Financing amounts from the Financing Account in accordance with the provisions of the Financing Agreement, the Disbursement

and Financial Information Letter, and such additional instructions as the Association may specify from time to time by notice to the Recipient.

(c) The Association shall, at the request and acting as an agent of the Recipient, and on such terms and conditions as the Association shall determine, purchase with the Currency withdrawn from the Financing Account such Currencies as the Recipient shall reasonably request to meet payments for Eligible Expenditures. In the event the amount of the Financing has been credited to the Financing Account in Special Drawing Rights, the amount of each withdrawal from the Financing Account shall be calculated as the equivalent in terms of Special Drawing Rights (determined as of the date of withdrawal) of the Currency or Currencies so requested.

#### Section 2.02 *Special Commitment by the Association*

At the Recipient's request and on such terms and conditions as the Recipient and the Association shall agree, the Association may enter into special commitments in writing to pay amounts for Eligible Expenditures notwithstanding any subsequent suspension or cancellation by the Association or the Recipient ("Special Commitment").

#### Section 2.03 *Applications for Withdrawal or for Special Commitment*

(a) When the Recipient wishes to request a withdrawal from the Financing Account or to request the Association to enter into a Special Commitment, the Recipient shall promptly deliver to the Association a written application in such form and substance as the Association shall reasonably request.

(b) The Recipient shall furnish to the Association evidence satisfactory to the Association of the authority of the person or persons authorized to sign such applications and the authenticated specimen signature of each such person.

(c) The Recipient shall furnish to the Association such documents and other evidence in support of each such application as the Association shall reasonably request, whether before or after the Association has permitted any withdrawal requested in the application.

(d) Each such application and accompanying documents and other evidence shall be sufficient in form and substance to satisfy the Association that the Recipient is entitled to withdraw from the Financing Account the amount applied for and that the amount to be withdrawn from the Financing Account shall be used only for the purposes specified in the Financing Agreement.

(e) The Association shall pay the amounts withdrawn by the Recipient from the Financing Account only to, or on the order of, the Recipient.

#### Section 2.04 *Designated Accounts*

(a) The Recipient may open and maintain one or more designated accounts into which the Association may, at the request of the Recipient, deposit amounts withdrawn from the Financing Account as advances for purposes of the Project. All designated accounts shall be opened in a financial institution acceptable to the Association, and on terms and conditions acceptable



to the Association.

(b) Deposits into, and payments out of, any such designated account shall be made in accordance with the Financing Agreement and such additional instructions as the Association may specify from time to time by notice to the Recipient, including the World Bank Disbursement Guidelines for Projects. The Association may, in accordance with the Financing Agreement and such instructions, cease making deposits into any such account upon notice to the Recipient. In such case, the Association shall notify the Recipient of the procedures to be used for subsequent withdrawals from the Financing Account.

#### Section 2.05 *Eligible Expenditures*

Expenditures eligible to be financed out of the Financing proceeds shall, except as otherwise provided in the Legal Agreements, satisfy the following requirements (“Eligible Expenditures”):

- (a) the payment is for the reasonable cost of Project activities that meet the requirements of the relevant Legal Agreements;
- (b) the payment is not prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
- (c) the payment is made on or after the date of the Financing Agreement, and, except as the Association may otherwise agree, is for expenditures incurred on or before to the Closing Date.

#### Section 2.06 *Financing Taxes*

The use of any proceeds of the Financing to pay for Taxes levied by, or in the territory of, the Recipient on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply, if permitted pursuant to the Legal Agreements, is subject to the Association’s policy of requiring economy and efficiency in the use of the proceeds of its credits and grants. To that end, if the Association at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Association may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Financing.

#### Section 2.07 *Refinancing Preparation Advance; Service, Interest and Other Charges*

(a) If the Recipient requests the repayment out of the proceeds of the Financing of an advance (or a portion thereof) made by the Bank or the Association (“Preparation Advance”) and the Association agrees to such a request, the Association shall, on behalf of the Recipient, withdraw from the Financing Account on or after the Effective Date the amount required to repay the withdrawn and outstanding balance of the advance (or a portion thereof) as at the date of such withdrawal from the Financing Account and to pay all accrued and unpaid charges, if any, on the advance as at such date. The Association shall pay the amount so withdrawn to itself or the Bank, and, unless otherwise agreed between the Association and the Recipient, and shall cancel the remaining unwithdrawn amount of the advance.

(b) If the Recipient requests that the Service Charge, Interest Charge, Commitment Charge, or other charges on the Credit, as applicable, be paid out of the proceeds of the Credit and the Association agrees to such a request, the Association shall, on behalf of the Recipient, withdraw from the Credit Account on each of the Payment Dates, and pay to itself the amount required to pay such interest and other charges accrued and payable as at such date, subject to any limit specified in the Financing Agreement on the amount to be so withdrawn.

Section 2.08 *Allocation of Financing Amount*

If the Association reasonably determines that in order to meet the purposes of the Financing it is appropriate to reallocate Financing amounts among withdrawal categories, modify the existing withdrawal categories, or modify the percentage of expenditures to be financed by the Association under each withdrawal category, the Association may, after consultation with the Recipient, make such modifications, and shall notify the Recipient accordingly.

**ARTICLE III**  
**Financing Terms**

*This Article III is divided into Part A, with Financing Terms applicable to Concessional Financing only, Part B, with Financing Terms applicable to Non-concessional Financing only, and Part C, with Financing Terms applicable to both Concessional Financing and Non-concessional Financing.*

**Part A. Financing Terms Applicable to Concessional Financing Only**

Section 3.01 *Application of Part A to Article III*

The provisions of Part A to this Article III shall apply solely to Concessional Financing.

Section 3.02 *Commitment Charge*

(a) The Recipient shall pay the Association a commitment charge on the Unwithdrawn Financing Balance at the rate set by the Association as of June 30 of each year (“Commitment Charge”), which shall not exceed the rate specified in the Financing Agreement (“Maximum Commitment Charge Rate”).

(b) The Commitment Charge shall accrue from a date sixty (60) days after the date of the Financing Agreement to the respective dates on which amounts are withdrawn by the Recipient from the Financing Account or cancelled. The Commitment Charge shall accrue at the rate set as of the June 30 immediately preceding the accrual date and at such other rate as may be set from time to time thereafter pursuant to this Section. The rate set as of June 30 in each year shall be applied from the next Payment Date in that year. Except as otherwise provided in Section 2.07 (b), the Commitment Charge shall be payable semi-annually in arrears on each Payment Date. The Commitment Charge shall be computed on the basis of a 360-day year of twelve 30- day months.

(c) The Association shall notify the Recipient of the applicable Commitment Charge promptly upon its determination.

Section 3.03 *Service Charge*

The Recipient shall pay the Association a service charge on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. The service charge shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Service Charges shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.04 *Interest Charge*

The Recipient shall pay the Association interest on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. Interest shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.05 *Repayment of the Credit*

(a) *Repayment Generally.* Subject to the provisions of paragraph (b) of this Section, the Recipient shall repay the Withdrawn Credit Balance to the Association in installments as provided in the Financing Agreement.

(b) *Accelerated Repayment.*

- (i) The Association may modify the repayment of installments of the Withdrawn Credit Balance as provided in the Financing Agreement in accordance with sub-paragraph (ii) or (iii) of this paragraph whenever all of the following events have occurred: (A) the Recipient's per capita gross national income, as determined by the Association, has exceeded for three consecutive years the level established annually by the Association for determining eligibility to access the Association's resources; (B) the Bank considers the Recipient's creditworthy for Bank lending; and (C) after due consideration of the development of the Recipient's economy, the Executive Directors of the Association have reviewed and approved such modification.
- (ii) The Association shall, upon the occurrence of the events referred to in paragraph (b) (i) of this Section: (A) require the Recipient to repay twice the amount of each installment of the Withdrawn Credit Balance not yet due until the Credit has been fully repaid; and (B) require the Recipient to commence such repayment as of the first semiannual Principal Payment Date falling six (6) months or more after the date on which the Association notifies the Recipient that such events have occurred; provided, however, that there shall be a grace period of a minimum of five years on such repayment.
- (iii) Alternatively, if so requested by the Recipient, the Association may revise the terms specified in sub-paragraph (ii) of this paragraph to include, in lieu of some or all of the increase in the amounts of such installments, the payment of interest at an annual rate agreed with the Association on the Withdrawn Credit Balance;

provided that, in the judgment of the Association, such revision shall not change the grant element provided under such terms.

- (iv) If, at any time after the repayment terms have been modified pursuant to subparagraph (i) of this Section, the Association determines that the Recipient's economic condition has deteriorated significantly, the Association may, if so requested by the Recipient, further revise the terms of repayment of the Withdrawn Credit Balance to conform to the schedule of installments originally provided in the Financing Agreement, taking into account any repayments already made by the Recipient.

#### Section 3.06 *Prepayment*

The Recipient may repay the Association in advance of maturity all or any part of the principal amount of one or more maturities of the Credit specified by the Recipient.

### **Part B. Financing Terms Applicable to Non-concessional Financing Only**

#### Section 3.07 *Application of Part B to Article III*

The provisions of Part B to this Article III shall apply solely to Non-concessional Financing.

#### Section 3.08 *Front-end Fee; Commitment Charge*

(a) The Recipient shall pay the Association a Front-end Fee on the Credit amount at the rate specified in the Financing Agreement (the "Front-end Fee"). Except as otherwise provided in Section 3.08 (b), the Recipient shall pay the Front-end Fee not later than sixty (60) days after the Effective Date.

(b) If the Recipient requests that the Front-end Fee be paid out of the proceeds of the Credit and the Association agrees to such a request, the Association shall, on behalf of the Recipient, withdraw from the Credit Account and pay to itself such fee.

(c) No withdrawal of any Credit amount from the Credit Account shall be made (other than to repay the Preparation Advance) until the Association has received from the Recipient payment in full of the Front-end Fee.

(d) The Recipient shall pay the Association a Commitment Charge on the Unwithdrawn Credit Balance at the rate specified in the Financing Agreement. The Commitment Charge shall accrue from a date sixty (60) days after the date of the Financing Agreement to the respective dates on which amounts are withdrawn by the Recipient from the Credit Account or cancelled. Except as otherwise provided in Section 2.07 (b), the Recipient shall pay the Commitment Charge semi-annually in arrears on each Payment Date.

#### Section 3.09 *Interest Charge*

(a) The Recipient shall pay the Association interest on the Withdrawn Credit Balance at the rate specified in the Financing Agreement; provided, however, that the interest rate applicable to any

interest period payable shall in no event be less than zero percent (0%) per annum; and provided further that, if the Financing Agreement provides for Conversions, such rate may be modified from time to time in accordance with the provisions of Article IV. Interest shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Interest Charges shall be computed using a day-count convention reasonably determined by the Association.

(b) If interest on any amount of the Withdrawn Credit Balance is based on a Variable Spread, the Association shall notify the Recipient of the interest rate on such amount for each Interest Period, promptly upon its determination.

(c) If interest on any amount of the Credit is based on LIBOR or EURIBOR, and the Association determines that (i) such Reference Rate has permanently ceased to be quoted for the relevant Credit Currency, or (ii) the Association is no longer able, or it is no longer commercially acceptable for the Association, to continue to use such Reference Rate, for purposes of its asset and liability management, the Association shall apply such other Reference Rate for the relevant Credit Currency, including any applicable spread, as it may reasonably determine. The Association shall promptly notify the Recipient of such other rate.

(d) If interest on any amount of the Withdrawn Credit Balance is payable at the Variable Rate, then whenever, in light of changes in market practice affecting the determination of the interest rate applicable to such amount, the Association determines that it is in the interest of its borrowers as a whole and of the Association to apply a basis for determining such interest rate other than as provided in the Financing Agreement, the Association may modify the basis for determining such interest rate upon not less than three months' notice to the Recipient of the new basis. The new basis shall become effective on the expiry of the notice period unless the Recipient notifies the Association during such period of its objection to such modification, in which case the modification shall not apply to such amount of the Credit.

(e) Notwithstanding the provisions of Section 3.09 (a), if any amount of the Withdrawn Credit Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the Recipient shall pay the Default Interest Rate on such overdue amount in lieu of the interest rate specified in the Financing Agreement (or such other interest rate as may be applicable pursuant to Article IV as a result of a Conversion) until such overdue amount is fully paid. Interest at the Default Interest Rate shall accrue from the first day of each Default Interest Period and shall be payable semi-annually in arrears on each Payment Date.

#### Section 3.10 *Repayment of the Credit*

(a) The Recipient shall repay the Withdrawn Credit Balance to the Association in accordance with the provisions of the Financing Agreement, and, if applicable, as further provided in paragraphs (b), (c), (d) and (e) of this Section 3.10. The Withdrawn Credit Balance shall be repaid on either a Commitment-linked Amortization Schedule or a Disbursement-linked Amortization Schedule.

(b) For Credits with a Commitment-linked Amortization Schedule:

The Recipient shall repay the Withdrawn Credit Balance to the Association in accordance with the provisions of the Financing Agreement provided that:

(i) If the proceeds of the Credit have been fully withdrawn as of the first Principal Payment Date specified in the Financing Agreement, the principal amount of the Credit repayable by the Recipient on each Principal Payment Date shall be determined by the Association by multiplying: (x) the Withdrawn Credit Balance as of the first Principal Payment Date; by (y) the Installment Share specified in the Financing Agreement for each Principal Payment Date, adjusted, as necessary, to deduct any amounts to which a Currency Conversion applies in accordance with Section 3.10 (e).

(ii) If the proceeds of the Credit have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Credit repayable by the Recipient on each Principal Payment Date shall be determined as follows:

(A) To the extent that any proceeds of the Credit have been withdrawn as of the first Principal Payment Date, the Recipient shall repay the Withdrawn Credit Balance as of such date in accordance with the Amortization Schedule under the Financing Agreement.

(B) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Association by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the Financing Agreement for said Principal Payment Date and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts to which a Currency Conversion applies in accordance with Section 3.10 (e).

(iii) (A) Amounts of the Credit withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(B) Notwithstanding the provisions of this paragraph, if at any time the Association adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of this paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

- (c) For Credits with Disbursement-linked Amortization Schedule:
- (i) The Recipient shall repay the Withdrawn Credit Balance to the Association in accordance with the provisions of the Financing Agreement.
  - (ii) The Association shall notify the Recipient of the Amortization Schedule for each Disbursed Amount promptly after the Maturity Fixing Date for the Disbursed Amount.
- (d) If the Withdrawn Credit Balance is denominated in more than one Credit Currency, the provisions of the Financing Agreement and this Section 3.10 shall apply separately to the amount denominated in each Credit Currency (and a separate Amortization Schedule shall be produced for each such amount, as applicable).
- (e) Notwithstanding the provisions in paragraphs (b) (i) and (ii) above and in the Amortization Schedule in the Financing Agreement, as applicable, upon a Currency Conversion of all or any portion of the Withdrawn Credit Balance or Disbursed Amount, as applicable, to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Association in accordance with the Conversion Guidelines.

#### Section 3.11 *Prepayment*

- (a) After giving not less than forty-five (45) days' notice to the Association, the Recipient may repay the Association the following amounts in advance of maturity, as of a date acceptable to the Association (provided that the Recipient has paid all Financing Payments due as at such date, including any prepayment premium calculated pursuant to paragraph (b) of this Section): (i) the entire Withdrawn Credit Balance as at such date; or (ii) the entire principal amount of any one or more maturities of the Credit. Any partial prepayment of the Withdrawn Credit Balance shall be applied in the manner specified by the Recipient, or in the absence of any specification by the Recipient, in the following manner: (A) if the Financing Agreement provides for the separate amortization of specified Disbursed Amounts of the principal of the Credit, the prepayment shall be applied in the inverse order of such Disbursed Amounts, with the Disbursed Amount which has been withdrawn last being repaid first and with the latest maturity of said Disbursed Amount being repaid first; and (B) in all other cases, the prepayment shall be applied in the inverse order of the Credit maturities, with the latest maturity being repaid first.
- (b) The prepayment premium payable under paragraph (a) of this Section shall be an amount reasonably determined by the Association to represent any cost to it of redeploying the amount to be prepaid from the date of its prepayment to its maturity date.
- (c) If, in respect of any amount of the Credit to be prepaid, a Conversion has been effected and the Conversion Period has not terminated at the time of prepayment: (i) the Recipient shall pay a transaction fee for the early termination of the Conversion, in such amount or at such rate as announced by the Association from time to time and in effect at the time of receipt by the Association of the Recipient's notice of prepayment; and (ii) the Recipient or the Association, shall pay an Unwinding Amount, if any, for the early termination of the Conversion, in accordance with the

Conversion Guidelines. Transaction fees provided for under this paragraph and any Unwinding Amount payable by the Recipient pursuant to this paragraph shall be paid at the time of the prepayment and in any event, no later than sixty (60) days after the date of prepayment.

(d) Notwithstanding Section 3.11 (a) above and unless the Association agrees otherwise, the Recipient may not prepay in advance of maturity any portion of the Withdrawn Credit Balance that is subject to a Currency Conversion that has been effected through a Currency Hedge Notes Transaction.

### **Part C. Financing Terms Applicable to Both Concessional Financing and**

#### **Non-concessional Financing**

##### *Section 3.12 Application of Part C to Article III*

The provisions of Part C to this Article III shall solely apply to both Concessional Financing and Non-concessional Financing.

##### *Section 3.13 Partial Payment*

If the Association at any time receives less than the full amount of any Financing Payment then due, it shall have the right to allocate and apply the amount so received in any manner and for such purposes under the Financing Agreement as it determines in its sole discretion.

##### *Section 3.14 Place of Payment*

All Financing Payments shall be paid at such places as the Association shall reasonably request.

##### *Section 3.15 Currency of Payment*

(a) The Recipient shall pay all Financing Payments in the Payment Currency, and if a Conversion has been effected in respect of any amount of a Credit qualifying as Non-concessional Financing, as further specified in the Conversion Guidelines.

(b) If the Recipient so requests, and the Association agrees to such a request, the Association shall, acting as agent of the Recipient, and on such terms and conditions as the Association shall determine, purchase the Payment Currency for the purpose of paying a Financing Payment upon timely payment by the Recipient of sufficient funds for that purpose in a Currency or Currencies acceptable to the Association; provided, however, that the Financing Payment shall be deemed to have been paid only when and to the extent that the Association has received such payment in the Payment Currency.

##### *Section 3.16 Amount of Repayment*

Where the Credit is denominated in SDR, and in accordance with Section 2.01(a), the Withdrawn Credit Balance repayable shall be the equivalent (determined as of the date, or the respective dates,



of repayment) of the value of the Currency or Currencies withdrawn from the Credit Account expressed in terms of Special Drawing Rights as of the respective dates of withdrawal.

Section 3.17 *Valuation of Currencies*

Whenever it becomes necessary for the purposes of any Legal Agreement, to determine the value of one Currency in terms of another, such value shall be as reasonably determined by the Association.

Section 3.18 *Manner of Payment*

(a) Any Financing Payment required to be paid to the Association in the Currency of any country shall be paid in such manner, and in the Currency acquired in such manner, as shall be permitted under the laws of such country for the purpose of making such payment and effecting the deposit of such Currency to the account of the Association with a depository of the Association authorized to accept deposits in such Currency.

(b) All Financing Payments shall be paid without restrictions of any kind imposed by, or in the territory of, the Recipient, and without deduction for, and free from, any Taxes levied by, or in the territory of, the Recipient.

(c) The Legal Agreements shall be free from any Taxes levied by, or in the territory of the Recipient, or in connection with their execution, delivery or registration.

Section 3.19 *Temporary Currency Substitution*

(a) If the Association reasonably determines that an extraordinary situation has arisen under which the Association shall be unable to provide the Credit Currency at any time for purposes of funding the Credit, the Bank may provide such substitute Currency or Currencies (“Substitute Credit Currency”) for the Credit Currency (“Original Credit Currency”) as the Association shall select. During the period of such extraordinary situation: (i) the Substitute Credit Currency shall be deemed to be the Credit Currency for purposes of the Legal Agreements; and (ii) Financing Payments shall be paid in the Substitute Credit Currency, and other related financial terms shall be applied, in accordance with principles reasonably determined by the Association. The Association shall promptly notify the parties of the occurrence of such extraordinary situation, the Substitute Credit Currency and the financial terms of the Credit related to the Substitute Credit Currency.

(b) Upon notification by the Association under paragraph (a) of this Section, the Recipient may within thirty (30) days thereafter notify the Association of its selection of another Currency acceptable to the Association as the Substitute Credit Currency. In such case, the Association shall notify the Recipient of the financial terms of the Credit applicable to said Substitute Credit Currency, which shall be determined in accordance with principles reasonably established by the Association.

(c) During the period of the extraordinary situation referred to in paragraph (a) of this Section, no premium shall be payable on prepayment of the Credit.

(d) Once the Association is again able to provide the Original Credit Currency, it shall, at the Recipient's request, change the Substitute Credit Currency to the Original Credit Currency in accordance with principles reasonably established by the Association.

#### **ARTICLE IV** **Conversions of Financing Terms**

##### *Section 4.01 Application of Article IV*

The provisions of this Article IV shall apply solely to Non-concessional Financing.

##### *Section 4.02 Conversions Generally*

(a) The Recipient may, at any time, request a Conversion of the terms of the Non-concessional Financing in accordance with the provisions of this Section in order to facilitate prudent debt management. Each such request shall be furnished by the Recipient to the Association in accordance with the Conversion Guidelines and, upon acceptance by the Association, the conversion requested shall be considered a Conversion for the purposes of these General Conditions.

(b) Subject to Section 4.02(e) below, the Recipient may at any time request any of the following Conversions: (i) a Currency Conversion, including Local Currency Conversion and Automatic Conversion into Local Currency; (ii) an Interest Rate Conversion, including Automatic Rate Fixing Conversion; and (iii) an Interest Rate Cap or Interest Rate Collar. All Conversions shall be effected in accordance with the Conversion Guidelines and may be subject to such additional terms and conditions as may be agreed between the Association and the Recipient.

(c) Upon acceptance by the Association of a request for a Conversion, the Association shall take all actions necessary to effect the Conversion in accordance with the Financing Agreement and the Conversion Guidelines. To the extent any modification of the provisions of the Financing Agreement providing for withdrawal or repayment of the proceeds of the Credit is required to give effect to the Conversion, such provisions shall be deemed to have been modified as of the Conversion Date. Promptly after the Execution Date for each Conversion, the Association shall notify the Recipient of the financial terms of the Credit, including any revised amortization provisions and modified provisions providing for withdrawal of the proceeds of the Credit.

(d) The Recipient shall pay a transaction fee for each Conversion, in such amount or at such rate as announced by the Association from time to time and in effect on the date of the Association's acceptance of the Conversion request. Transaction fees provided for under this paragraph shall be either: (i) payable as a lump sum not later than sixty (60) days after the Execution Date; or (ii) expressed as a percentage per annum and added to the interest rate payable on each Payment Date.

(e) Except as otherwise agreed by the Association, the Recipient may not request additional Conversions of any portion of the Withdrawn Credit Balance that is subject to a Currency Conversion

effected by a Currency Hedge Notes Transaction or otherwise terminate such Currency Conversion, for so long as such Currency Conversion is in effect. Each such Currency Conversion shall be effected on such terms and conditions as may be separately agreed by the Association and the Recipient and may include transaction fees to cover the underwriting cost of the Bank in connection with Currency Hedge Notes Transaction.

(f) The Association reserves the right at any time to terminate a Conversion prior to its maturity if: (i) the underlying hedging arrangements undertaken by the Association in connection with the said Conversion are terminated as a result of it becoming impractical, impossible or unlawful for the Association or its Counterparty to make a payment or to receive a payment on the terms agreed upon due to the: (A) adoption of, or any change in, any applicable law after the date on which such Conversion is executed; or (B) interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law after such date or any change in any such interpretation; and (ii) the Association is unable to find a replacement hedging arrangement. Upon any such termination, provisions of Section 4.06 apply.

*Section 4.03 Conversion to a Fixed Rate or Fixed Spread of Credit that Accrues Interest at a Rate Based on the Variable Spread*

A Conversion to a Fixed Rate or a Variable Rate with a Fixed Spread of all or any amount of the Credit that accrues interest at a rate based on the Variable Spread shall be effected by fixing the Variable Spread applicable to such amount into the Fixed Spread for the Credit Currency, applicable on the date of the Conversion request, and in the case of a Conversion to a Fixed Rate, followed immediately by the Conversion requested by the Recipient.

*Section 4.04 Interest Payable Following Interest Rate Conversion or Currency Conversion*

(a) *Interest Rate Conversion.* Upon an Interest Rate Conversion, the Recipient shall, for each Interest Period during the Conversion Period, pay interest on the amount of the Withdrawn Credit Balance to which the Conversion applies at the Variable Rate or the Fixed Rate, whichever applies to the Conversion.

(b) *Currency Conversion of Unwithdrawn Amounts.* Upon a Currency Conversion of all or any amount of the Unwithdrawn Credit Balance to an Approved Currency, the Recipient shall, for each Interest Period during the Conversion Period, pay interest and any applicable charges denominated in the Approved Currency on such amount as subsequently withdrawn and outstanding from time to time at the Variable Rate.

(c) *Currency Conversion of Withdrawn Amounts.* Upon a Currency Conversion of all or any amount of the Withdrawn Credit Balance to an Approved Currency, the Recipient shall, for each Interest Period during the Conversion Period, pay interest denominated in the Approved Currency in accordance with the Conversion Guidelines on such Withdrawn Credit Balance at a Variable Rate or Fixed Rate, whichever applies to the Conversion.

*Section 4.05 Principal Payable Following Currency Conversion*

(a) *Currency Conversion of Unwithdrawn Amounts.* In the event of a Currency Conversion of

an amount of the Unwithdrawn Credit Balance to an Approved Currency, the principal amount of the Credit so converted shall be determined by the Association by multiplying the amount to be so converted in its Currency of denomination immediately prior to the Conversion by the Screen Rate. The Recipient shall repay such principal amount as subsequently withdrawn in the Approved Currency in accordance with the provisions of the Financing Agreement.

(b) *Currency Conversion of Withdrawn Amounts.* In the event of a Currency Conversion of an amount of the Withdrawn Credit Balance to an Approved Currency, the principal amount of the Credit so converted shall be determined by the Association by multiplying the amount to be so converted in its Currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Association under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Association so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate. The Recipient shall repay such principal amount denominated in the Approved Currency in accordance with the provisions of the Financing Agreement.

(c) *Termination of Conversion Period prior to Final Credit Maturity.* If the Conversion Period of a Currency Conversion applicable to a portion of the Credit terminates prior to the final maturity of such portion, the principal amount of such portion of the Credit remaining outstanding in the Credit Currency to which such amount shall revert upon such termination shall be determined by the Association either: (i) by multiplying such amount in the Approved Currency of the Conversion by the spot or forward exchange rate prevailing between the Approved Currency and said Credit Currency for settlement on the last day of the Conversion Period; or (ii) in such other manner as specified in the Conversion Guidelines. The Recipient shall repay such principal amount in the Credit Currency in accordance with the provisions of the Financing Agreement.

#### Section 4.06 *Interest Rate Cap; Interest Rate Collar*

(a) *Interest Rate Cap.* Upon the establishment of an Interest Rate Cap on the Variable Rate, the Recipient shall, for each Interest Period during the Conversion Period, pay interest on the amount of the Withdrawn Credit Balance to which the Conversion applies at the Variable Rate, unless on any Reference Rate Reset Date during the Conversion Period: (i) for a Credit that accrues interest at a Variable Rate based on the Reference Rate and the Fixed Spread, the Variable Rate exceeds the Interest Rate Cap, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Recipient shall pay interest on such amount at a rate equal to the Interest Rate Cap; or (ii) for a Credit that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, the Reference Rate exceeds the Interest Rate Cap, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Recipient shall pay interest on such amount at a rate equal to the Interest Rate Cap plus the Variable Spread.

(b) *Interest Rate Collar.* Upon the establishment of an Interest Rate Collar on the Variable Rate, the Recipient shall, for each Interest Period during the Conversion Period, pay interest on the amount of the Withdrawn Credit Balance to which the Conversion applies at the Variable Rate, unless on any Reference Rate Reset Date during the Conversion Period: (i) for a Credit that accrues interest at a Variable Rate based on a Reference Rate and the Fixed Spread, the Variable Rate: (A) exceeds the upper limit of the Interest Rate Collar, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Recipient shall pay interest on such amount at a rate equal to such upper

limit; or (B) falls below the lower limit of the Interest Rate Collar, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Recipient shall pay interest on such amount at a rate equal to such lower limit; or (ii) for a Credit that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, the Reference Rate: (A) exceeds the upper limit of the Interest Rate Collar, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Recipient shall pay interest on such amount at a rate equal to such upper limit plus the Variable Spread; or (B) falls below the lower limit of the Interest Rate Collar, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Recipient shall pay interest on such amount at a rate equal to such lower limit plus the Variable Spread.

(c) *Interest Rate Cap or Collar Premium.* (i) Upon the establishment of an Interest Rate Cap or an Interest Rate Collar, the Recipient shall pay to the Association a premium on the amount of the Withdrawn Credit Balance to which the Conversion applies, calculated: (A) on the basis of the premium, if any, payable by the Association for an interest rate cap or collar purchased by the Association from a Counterparty for the purpose of establishing the Interest Rate Cap or Interest Rate Collar; or (B) otherwise as specified in the Conversion Guidelines. Such premium shall be payable by the Recipient not later than sixty (60) days after the Execution Date; (ii) promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Recipient has requested that the premium be paid out of the proceeds of the Credit, the Association shall, on behalf of the Recipient, withdraw from the Credit Account and pay to itself the amounts required to pay any premium payable in accordance with this Section up to the amount allocated from time to time for that purpose in the Financing Agreement.

#### Section 4.07 *Early Termination.*

(a) The Association shall have the right to terminate any Conversion effected on such Credit during any period of time in which the Default Interest Rate accrues on the Credit as provided in Section 3.09 (e).

(b) Except as otherwise provided in the Conversion Guidelines, upon the early termination of any Conversion by either the Association as provided in Section 4.02(f) or Section 4.07 (a) or the Recipient: (i) the Recipient shall pay a transaction fee for the early termination, in such amount or at such rate as announced by the Association from time to time and in effect at the time of receipt by the Association of the Recipient's notice of early termination; and (ii) the Recipient or the Association, shall pay an Unwinding Amount, if any, for the early termination, in accordance with the Conversion Guidelines. Transaction fees provided for under this paragraph and any Unwinding Amount payable by the Recipient pursuant to this paragraph shall be paid not later than sixty (60) days after the effective date of the early termination.

## **ARTICLE V** **Project Execution**

#### Section 5.01 *Project Execution Generally*

The Recipient and the Project Implementing Entity shall carry out their Respective Parts of the Project:

- (a) with due diligence and efficiency;
- (b) in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices; and
- (c) in accordance with the provisions of the Legal Agreements.

*Section 5.02 Performance under the Financing Agreement, Project Agreement and Subsidiary Agreement*

The Recipient shall: (a) cause the Project Implementing Entity to perform all of the obligations of the Project Implementing Entity set forth in the Project Agreement or the Subsidiary Agreement in accordance with the provisions of the Project Agreement or Subsidiary Agreement; and (b) not take or permit to be taken any action which would prevent or interfere with such performance.

*Section 5.03 Provision of Funds and other Resources*

The Recipient shall provide or cause to be provided, promptly as needed, the funds, facilities, services and other resources: (a) required for the Project; and (b) necessary or appropriate to enable the Project Implementing Entity to perform its obligations under the Project Agreement or the Subsidiary Agreement.

*Section 5.04 Insurance*

The Recipient and the Project Implementing Entity shall make adequate provision for the insurance of any goods required for their Respective Parts of the Project and to be financed out of the proceeds of the Financing, against hazards incident to the acquisition, transportation and delivery of the goods to the place of their use or installation. Any indemnity for such insurance shall be payable in a freely usable Currency to replace or repair such goods.

*Section 5.05 Land Acquisition*

The Recipient and the Project Implementing Entity shall take (or cause to be taken) all action to acquire as and when needed all land and rights in respect of land as shall be required for carrying out their Respective Parts of the Project and shall promptly furnish to the Association, upon its request, evidence satisfactory to the Association that such land and rights in respect of land are available for purposes related to the Project.

*Section 5.06 Use of Goods, Works and Services; Maintenance of Facilities*

- (a) Except as the Association shall otherwise agree, the Recipient and the Project Implementing Entity shall ensure that all goods, works and services financed out of the proceeds of the Financing are used exclusively for the purposes of the Project.

(b) The Recipient and the Project Implementing Entity shall ensure that all facilities relevant to their Respective Parts of the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed.

Section 5.07 *Plans; Documents; Records*

(a) The Recipient and the Project Implementing Entity shall furnish to the Association all plans, schedules, specifications, reports and contract documents for their Respective Parts of the Project, and any material modifications of or additions to these documents, promptly upon their preparation and in such detail as the Association shall reasonably request.

(b) The Recipient and the Project Implementing Entity shall maintain records adequate to record the progress of their Respective Parts of the Project (including its cost and the benefits to be derived from it), to identify the Eligible Expenditures financed out of the proceeds of the Financing and to disclose their use in the Project, and shall furnish such records to the Association upon its request.

(c) The Recipient and the Project Implementing Entity shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under their Respective Parts of the Project until at least the later of: (i) one (1) year after the Association has received the audited Financial Statements covering the period during which the last withdrawal from the Financing Account was made; and (ii) two (2) years after the Closing Date. The Recipient and the Project Implementing Entity shall enable the Association's representatives to examine such records.

Section 5.08 *Project Monitoring and Evaluation*

(a) The Recipient and the Project Implementing Entity shall maintain or cause to be maintained policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Association, the progress of the Project and the achievement of its objectives.

(b) The Recipient shall prepare or cause to be prepared periodic reports ("Project Report"), in form and substance satisfactory to the Association, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the Project, and to achieve the Project's objectives. The Recipient shall furnish or cause to be furnished each Project Report to the Association promptly upon its preparation, afford the Association a reasonable opportunity to exchange views with the Recipient and the Project Implementing Entity on such report, and thereafter implement such recommended measures, taking into account the Association's views on the matter.

(c) Except as the Association may reasonably determine otherwise, the Recipient shall prepare, or cause to be prepared, and furnish to the Association not later than six (6) months after the Closing Date: (i) a report, of such scope and in such detail as the Association shall reasonably request, on the execution of the Project, the performance by the Recipient, the Project Implementing Entity and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing; and (ii) a plan designed to ensure the sustainability of the Project's achievements.

Section 5.09 *Financial Management, Financial Statements, Audits*

(a) (i) The Recipient shall maintain or cause to be maintained 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 Project; and (ii) the Project Implementing Entity shall maintain or cause to be maintained a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, in a manner adequate to reflect its operations, resources and expenditures, and/or those of the Project, as may be further specified in the Disbursement and Financial Information Letter.

(b) The Recipient and the Project Implementing Entity shall:

(i) have the Financial Statements periodically audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;

(ii) not later than the date specified in the Disbursement and Financial Information Letter, furnish or cause to be furnished to the Association the Financial Statements as so audited, and such other information concerning the audited Financial Statements and such auditors, as the Association may from time to time reasonably request;

(iii) make the audited Financial Statements, or cause the audited Financial Statements to be made, publicly available in a timely fashion and in a manner acceptable to the Association; and

(iv) if requested by the Association, periodically furnish or cause to be furnished to the Association interim unaudited financial reports for the Project, in form and substance satisfactory to the Association and as further specified in the Disbursement and Financial Information Letter.

Section 5.10 *Cooperation and Consultation*

The Recipient and the Association shall cooperate fully to assure that the purposes of the Financing and the objectives of the Project will be accomplished. To that end, the Recipient and the Association shall:

(a) from time to time, at the request of either one of them, exchange views on the Project, the Financing, and the performance of their respective obligations under the Legal Agreements, and furnish to the other party all such information related to such matters as it shall reasonably request; and

(b) promptly inform each other of any condition which interferes with, or threatens to interfere with, such matters.



Section 5.11 *Visits*

(a) The Recipient shall afford all reasonable opportunity for representatives of the Association to visit any part of its territory for purposes related to the Financing or the Project.

(b) The Recipient and the Project Implementing Entity shall enable the Association's representatives: (i) to visit any facilities and construction sites included in their Respective Parts of the Project; and (ii) to examine the goods financed out of the proceeds of the Financing for their Respective Parts of the Project, and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of their obligations under the Legal Agreements.

Section 5.12 *Disputed Area*

In the event that the Project is in an area which is or becomes disputed, neither the Association's financing of the Project, nor any designation of or reference to such area in the Legal Agreements, is intended to constitute a judgment on the part of the Association as to the legal or other status of such area or to prejudice the determination of any claims with respect to such area.

Section 5.13 *Procurement*

All goods, works and services required for the Project and to be financed out of the proceeds of the Financing 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 5.14 *Anti-Corruption*

The Recipient and the Project Implementing Entity shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

**ARTICLE VI**  
**Financial and Economic Data; Financial Condition**

Section 6.01 *Financial and Economic Data*

(a) The Member Country shall furnish to the Association all such information as the Association shall reasonably request with respect to financial and economic conditions in its territory, including its balance of payments and its external debt as well as that of its political or administrative subdivisions and of any entity owned or controlled by, or operating for the account or benefit of, the Member Country or any such subdivision, and of any institution performing the functions of a central bank or exchange stabilization fund, or similar functions, for the Member Country.

(b) The Member Country shall report "long-term external debt" (as defined in the World Bank's Debtor Reporting System Manual, dated January 2000 ("DRSM"), as may be revised from time to time), in accordance with the DRSM, and in particular, to notify the Association of new "loan commitments" (as defined in the DRSM) not later than thirty (30) days after the end of the quarter

during which the debt is incurred, and to notify the Association of “transactions under loans” (as defined in the DRSM) annually, not later than March 31 of the year following the year covered by the report.

(c) If the Association has notified the Recipient that the Recipient is subject to its policies on non-concessional borrowing, the Recipient shall: (i) notify the Association at least three months prior to incurring any non-concessional long-term external debt, of its intention to incur such debt, together with the proposed terms of such debt; and (ii) afford the Association reasonable opportunity to exchange views with the Recipient on the matter. For purposes of this paragraph, “non-concessional long-term external debt” means any long-term external debt (as defined in DRSM), but excluding private debt (as so defined), with an estimated grant element calculated in the manner published from time to time by the Association.

(d) The Recipient represents, as at the date of the Financing Agreement, that no defaults exist in respect of any “external debt” (as defined in the DRSM), except those listed in a notification from the Recipient to the Association.

#### Section 6.02 *Financial Condition*

If the Association has determined that the financial condition of a Financing recipient, which is not a member country, or the Project Implementing Entity, is a material factor in the Association’s decision to lend, the Association shall have the right, as a condition to lend, to require that such recipient or Project Implementing Entity provides the Association with representations and warranties related to its financial and operating conditions, satisfactory to the Association.

## **ARTICLE VII Negative Pledge**

#### Section 7.01 *Application of Article VII*

The provisions of this Article VII shall apply solely to Non-concessional Financing.

#### Section 7.02 *Negative Pledge*

(a) It is the policy of the Association, in providing Credits to, or with the guarantee of, its member countries not to seek, in normal circumstances, special security from the member country concerned but to ensure that no other Covered Debt shall have priority over its Credits in the allocation, realization or distribution of foreign exchange held under the control or for the benefit of such member country. To that end, if any Lien is created on any Public Assets as security for any Covered Debt, which will or might result in a priority for the benefit of the creditor of such Covered Debt in the allocation, realization or distribution of foreign exchange, such Lien shall, unless the Association shall otherwise agree, *ipso facto* and at no cost to the Association, equally and ratably secure all Financing Payments, and the Member Country, in creating or permitting the creation of such Lien, shall make express provision to that effect; provided, however, that if for any constitutional or other legal reason such provision cannot be made with respect to any Lien created on assets of any of its political or administrative subdivisions, the Member Country shall promptly

and at no cost to the Association secure all Financing Payments by an equivalent Lien on other Public Assets satisfactory to the Association.

(b) The party to the Financing Agreement which is not a Member Country undertakes that, except as the Association shall otherwise agree:

- (i) if it creates any Lien on any of its assets as security for any debt, such Lien will equally and ratably secure the payment of all Financing Payments and in the creation of any such Lien express provision will be made to that effect, at no cost to the Association; and
- (ii) if any statutory Lien is created on any of its assets as security for any debt, it shall grant at no cost to the Association, an equivalent Lien satisfactory to the Association to secure the payment of all Financing Payments.

(c) The provisions of paragraphs (a) and (b) of this Section shall not apply to: (i) any Lien created on property, at the time of purchase of such property, solely as security for the payment of the purchase price of such property or as security for the payment of debt incurred for the purpose of financing the purchase of such property; or (ii) any Lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after the date on which it is originally incurred.

(d) The Member Country represents, as of the date of the Financing Agreement, that no Liens exist on any Public Assets, as security for any Covered Debt, except those listed in a notification from the Member Country to the Association and those excluded pursuant to paragraph (c) of this Section 7.02.

(e) Solely for the purposes of interpreting this Article VII, “Financing Payment” means any amount: (i) payable by the Member Country to the Association; or (ii) payable by the party to the Financing Agreement which is not a Member Country, to the Association; pursuant to the Financing Agreement or these General Conditions, including (but not limited to) any amount of the Withdrawn Credit Balance, the Service Charge, the Interest Charge, the Front-end Fee, the Commitment Charge, any prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by such party, as applicable; *provided that* no amount referred to in this Section 7.02(e) shall be an amount payable in respect of Concessional Financing.

(f) Solely for the purposes of this Article VII, “Financing Agreement” means the financing agreement between: (i) the Recipient and the Association; or (ii) another party and the Association; providing for the Financing, as such agreement may be amended from time to time. “Financing Agreement” includes these General Conditions as applied to the Financing Agreement, and all appendices, schedules and agreements supplemental to the Financing Agreement.

**ARTICLE VIII**  
**Cancellation; Suspension; Grant and Credit Refund; Acceleration**

Section 8.01 *Cancellation by the Recipient*

The Recipient may, by notice to the Association, cancel any amount of the Unwithdrawn Financing Balance, except that the Recipient may not cancel any such amount that is subject to a Special Commitment.

Section 8.02 *Suspension by the Association*

If any of the events specified in paragraphs (a) through (m) of this Section occurs and is continuing, the Association may, by notice to the Recipient, suspend in whole or in part the right of the Recipient to make withdrawals from the Financing Account. Such suspension shall continue until the event (or events) which gave rise to suspension has (or have) ceased to exist, unless the Association has notified the Recipient that such right to make withdrawals has been restored.

(a) *Payment Failure.* The Recipient has failed to make payment (notwithstanding the fact that such payment may have been made by a third party) of principal, interest, service charges, interest charges, or any other amount due to the Association or the Bank: (i) under the Financing Agreement; or (ii) under any other agreement between the Recipient and the Association; or (iii) under any agreement between the Recipient and the Bank; or (iv) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Association or the Bank to any third party with the agreement of the Recipient.

(b) *Performance Failure.*

- (i) The Recipient has failed to perform any other obligation under the Financing Agreement, or to the extent applicable, under any Derivatives Agreement.
- (ii) The Project Implementing Entity has failed to perform any obligation under the Project Agreement or the Subsidiary Agreement.

(c) *Fraud and Corruption.* At any time, the Association determines that any representative of the Recipient or the Project Implementing Entity, or any other recipient of any of the proceeds of the Financing has engaged in corrupt, fraudulent, coercive or collusive practices in connection with the use of the proceeds of the Financing, without the Recipient or the Project Implementing Entity (or any other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.

(d) *Cross Suspension.*

- (i) The Association or the Bank has suspended in whole or in part the right of the Recipient to make withdrawals under any agreement with the Association or with the Bank because of a failure by the Recipient to perform any of its obligations under such agreement or any other agreement with the Association.

- (ii) The Bank has suspended in whole or in part the right of any borrower to make withdrawals under a loan agreement with the Bank guaranteed by the Recipient because of a failure by such borrower to perform any of its obligations under such agreement or any other agreement with the Bank.
  
- (e) *Extraordinary Situation.* As a result of events which have occurred after the date of the Financing Agreement, an extraordinary situation has arisen which makes it improbable that the Project can be carried out or that the Recipient or the Project Implementing Entity will be able to perform its obligations under the Legal Agreement to which it is a party.
  
- (f) *Event prior to Effectiveness.* The Association has determined after the Effective Date that prior to such date but after the date of the Financing Agreement, an event has occurred which would have entitled the Association to suspend the Recipient's right to make withdrawals from the Financing Account if the Financing Agreement had been effective on the date such event occurred.
  
- (g) *Misrepresentation.* A representation made by the Recipient in or pursuant to the Financing Agreement, or any representation or statement furnished by the Recipient and intended to be relied upon by the Association in making the Financing, was incorrect in any material respect.
  
- (h) *Co-financing.* Any of the following events occurs with respect to any financing specified in the Financing Agreement to be provided for the Project ("Co-financing") by a financier (other than the Association or the Bank) ("Co-financier"):
  - (i) If the Financing Agreement specifies a date by which the agreement with the Co-financier providing for the Co-financing ("Co-financing Agreement") is to become effective, the Co-financing Agreement has failed to become effective by that date, or such later date as the Association has established by notice to the Recipient ("Co-financing Deadline"); provided, however, that the provisions of this sub-paragraph shall not apply if the Recipient establishes to the satisfaction of the Association that adequate funds for the Project are available from other sources on terms and conditions consistent with its obligations under the Financing 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 Association that: (A) such suspension, cancellation, termination or prematuring 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 the Financing Agreement.
  
- (i) *Assignment of Obligations; Disposition of Assets.* The Recipient or the Project Implementing Entity (or any other entity responsible for implementing any part of the Project), has,

without the consent of the Association: (i) assigned or transferred, in whole or in part, any of its obligations arising under or entered into pursuant to the Legal Agreements; or (ii) sold, leased, transferred, assigned, or otherwise disposed of any property or assets financed wholly or in part out of the proceeds of the Financing; provided, however, that the provisions of this paragraph shall not apply with respect to transactions in the ordinary course of business which, in the opinion of the Association: (A) do not materially and adversely affect the ability of the Recipient or of the Project Implementing Entity (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Legal Agreements or to achieve the objectives of the Project; and (B) do not materially and adversely affect the financial condition or operation of the Project Implementing Entity (or such other entity).

(j) *Membership.* The Recipient: (i) has been suspended from membership in or ceased to be a member of the Association; or (ii) has ceased to be a member of the International Monetary Fund.

(k) *Condition of Project Implementing Entity.*

- (i) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Project Implementing Entity (or of any other entity responsible for implementing any part of the Project).
- (ii) The Project Implementing Entity (or any other entity responsible for implementing any part of the Project) has ceased to exist in the same legal form as that prevailing as of the date of the Financing Agreement.
- (iii) In the opinion of the Association, the legal character, ownership or control of the Project Implementing Entity (or of any other entity responsible for implementing any part of the Project) has changed from that prevailing as of the date of the Legal Agreements so as to materially and adversely affect the ability of the Recipient or of the Project Implementing Entity (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Legal Agreements, or to achieve the objectives of the Project.

(l) *Ineligibility.* The Association or the Bank has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by the Association or the Bank or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Association or the Bank, as a result of: (i) a determination by the Association or the Bank that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the Association or the Bank; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of any financing 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 Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by such financier.

(m) *Additional Event.* Any other event specified in the Financing Agreement for the purposes of this Section has occurred (“Additional Event of Suspension”).

Section 8.03 *Cancellation by the Association*

If any of the events specified in paragraphs (a) through (e) of this Section occurs with respect to an amount of the Unwithdrawn Financing Balance, the Association may, by notice to the Recipient, terminate the right of the Recipient to make withdrawals with respect to such amount. Upon the giving of such notice, such amount of the Financing shall be cancelled.

(a) *Suspension.* The right of the Recipient to make withdrawals from the Financing Account has been suspended with respect to any amount of the Financing for a continuous period of thirty (30) days.

(b) *Amounts not Required.* At any time, the Association determines, after consultation with the Recipient, that an amount of the Financing will not be required to finance Eligible Expenditures.

(c) *Fraud and Corruption.* At any time, the Association determines, with respect to any amount of the proceeds of the Financing, that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or the Project Implementing Entity (or other recipient of the proceeds of the Financing) without the Recipient or the Project Implementing Entity (or other recipient of the proceeds of the Financing) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.

(d) *Misprocurement.* At any time, the Association: (i) determines that the procurement of any contract to be financed out of the proceeds of the Financing is inconsistent with the procedures set forth or referred to in the Legal Agreements; and (ii) establishes the amount of expenditures under such contract which would otherwise have been eligible for financing out of the proceeds of the Financing.

(e) *Closing Date.* After the Closing Date, there remains an Unwithdrawn Financing Balance.

Section 8.04 *Amounts Subject to Special Commitment Not Affected by Cancellation or Suspension by the Association*

No cancellation or suspension by the Association shall apply to amounts subject to any Special Commitment except as expressly provided in the Special Commitment.

Section 8.05 *Application of Cancelled Amounts to Maturities of the Credit*

Except as the Recipient and the Association shall otherwise agree, any cancelled amount of the Credit shall be applied *pro rata* to the installments of the principal amount of the Credit falling due after the date of such cancellation.

Section 8.06 *Events of Acceleration*

If any of the events specified in paragraphs (a) through (f) of this Section occurs and continues for the period specified (if any), then at any subsequent time during the continuance of the event, the Association may, by notice to the Recipient, declare all or part of the Withdrawn Credit Balance as at the date of such notice to be due and payable immediately together with any other Financing Payments due under the Financing Agreement. Upon any such declaration, such Withdrawn Credit Balance and Financing Payments shall become immediately due and payable.

- (a) *Payment Default.* A default has occurred in the payment by the Recipient of any amount due to the Association or the Bank: (i) under the Financing Agreement; or (ii) under any other agreement between the Recipient and the Association; or (iii) under any agreement between the Recipient and the Bank; or (iv) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Association or the Bank to any third party with the agreement of the Recipient; and such default continues in each case for a period of thirty (30) days.
- (b) *Performance Default.*
- (i) A default has occurred in the performance by the Recipient of any other obligation under the Financing Agreement, and such default continues for a period of sixty (60) days after notice of such default has been given by the Association to the Recipient.
  - (ii) A default has occurred in the performance by the Project Implementing Entity of any obligation under the Project Agreement or the Subsidiary Agreement, and such default continues for a period of sixty (60) days after notice of such default has been given by the Association to the Project Implementing Entity and the Recipient.
- (c) *Co-financing.* The event specified in sub-paragraph (h)(ii)(B) of Section 8.02 has occurred, subject to the provisions of sub-paragraph (h)(iii) of that Section.
- (d) *Assignment of Obligations; Disposition of Assets.* Any event specified in paragraph (i) of Section 8.02 has occurred.
- (e) *Condition of Project Implementing Entity.* Any event specified in sub-paragraph (k)(i), (k)(ii), or (k)(iii) of Section 8.02 has occurred.
- (f) *Additional Event.* Any other event specified in the Financing Agreement for the purposes of this Section has occurred and continues for the period, if any, specified in the Financing Agreement (“Additional Event of Acceleration”).

Section 8.07 *Grant or Credit Refund*

(a) If the Association determines that an amount of the Withdrawn Grant Balance or Withdrawn Credit Balance, as applicable, has been used in a manner inconsistent with the provisions of the Legal Agreement, the Recipient shall, upon notice by the Association to the Recipient, promptly refund such amount to the Association. Such inconsistent use shall include, without limitation:

- (i) use of such amount to make a payment for an expenditure that is not an Eligible Expenditure; or
- (ii) (A) engaging in corrupt, fraudulent, collusive or coercive practices in connection with the use of such amount; or (B) use of such amount to finance a contract during the procurement or execution of which such practices were engaged in by



representatives of the Recipient or the Project Implementing Entity (or other recipient of such amount of the Withdrawn Grant Balance or Withdrawn Credit Balance), in either case without the Recipient or the Project Implementing Entity (or other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.

(b) Except as the Association may otherwise determine, the Association shall cancel all amounts refunded pursuant to this Section.

(c) If any notice of refund is given pursuant to Section 8.07 (a) during the Conversion Period for any Conversion applicable to a Credit: (i) the Recipient shall pay a transaction fee in respect of any early termination of such Conversion, in such amount or at such rate as announced by the Association from time to time and in effect on the date of such notice; and (ii) the Recipient shall pay any Unwinding Amount owed by it in respect of any early termination of the Conversion, or the Association shall pay any Unwinding Amount owed by it in respect of any such early termination (after setting off any amounts owed by the Recipient under the Financing Agreement), in accordance with the Conversion Guidelines. Transaction fees and any Unwinding Amount payable by the Recipient shall be paid not later than sixty (60) days after the date of the refund.

#### Section 8.08 *Acceleration During a Conversion Period*

If the Financing Agreement provides for Conversions, and if any notice of acceleration is given pursuant to Section 8.06 during the Conversion Period for any Conversion applicable to a Credit: (a) the Recipient shall pay a transaction fee in respect of any early termination of the Conversion, in such amount or at such rate as announced by the Association from time to time and in effect on the date of such notice; and (b) the Recipient shall pay any Unwinding Amount owed by it in respect of any early termination of the Conversion, or the Association shall pay any Unwinding Amount owed by it in respect of any such early termination (after setting off any amounts owed by the Recipient under the Financing Agreement), in accordance with the Conversion Guidelines. Transaction fees and any Unwinding Amount payable by the Recipient shall be paid not later than sixty (60) days after the effective date of the acceleration.

#### Section 8.09 *Effectiveness of Provisions After Cancellation, Suspension, Refund or Acceleration*

Notwithstanding any cancellation, suspension, refund, or acceleration under this Article, all the provisions of the Legal Agreements shall continue in full force and effect except as specifically provided in these General Conditions.

### **ARTICLE IX Enforceability; Arbitration**

#### Section 9.01 *Enforceability*

The rights and obligations of the Recipient and the Association under the Legal Agreements shall be valid and enforceable in accordance with their terms notwithstanding the law of any state or political subdivision thereof to the contrary. Neither the Recipient nor the Association shall be entitled in any proceeding under this Article to assert any claim that any provision of the Legal

Agreements is invalid or unenforceable because of any provision of the Articles of Agreement of the Association.

Section 9.02 *Failure to Exercise Rights*

No delay in exercising, or omission to exercise, any right, power or remedy accruing to any party under any Legal Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default. No action of such party in respect of any default, or any acquiescence by it in any default, shall affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

Section 9.03 *Arbitration*

(a) Any controversy between the parties to the Financing Agreement and any claim by either such party against the other arising under the Financing Agreement which has not been settled by agreement of the parties shall be submitted to arbitration by an arbitral tribunal (“Arbitral Tribunal”) as hereinafter provided.

(b) The parties to such arbitration shall be the Association and the Recipient.

(c) The Arbitral Tribunal shall consist of three arbitrators appointed as follows: (i) one arbitrator shall be appointed by the Association; (ii) a second arbitrator shall be appointed by the Recipient; and (iii) the third arbitrator (“Umpire”) shall be appointed by agreement of the parties or, if they do not agree, by the President of the International Court of Justice or, failing appointment by said President, by the Secretary-General of the United Nations. If either party fails to appoint an arbitrator, such arbitrator shall be appointed by the Umpire. In case any arbitrator appointed in accordance with this Section resigns, dies or becomes unable to act, a successor arbitrator shall be appointed in the same manner as prescribed in this Section for the appointment of the original arbitrator and such successor shall have all the powers and duties of such original arbitrator.

(d) An arbitration proceeding may be instituted under this Section upon notice by the party instituting such proceeding to the other party. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature of the relief sought and the name of the arbitrator appointed by the party instituting such proceeding. Within thirty (30) days after such notice, the other party shall notify to the party instituting the proceeding the name of the arbitrator appointed by such other party.

(e) If within sixty (60) days after the notice instituting the arbitration proceeding, the parties have not agreed upon an Umpire, either party may request the appointment of an Umpire as provided in paragraph (c) of this Section.

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

(g) The Arbitral Tribunal shall decide all questions relating to its competence and shall, subject to the provisions of this Section and except as the parties shall otherwise agree, determine its procedure. All decisions of the Arbitral Tribunal shall be by majority vote.

(h) The Arbitral Tribunal shall afford to the parties a fair hearing and shall render its award in writing. Such award may be rendered by default. An award signed by a majority of the Arbitral Tribunal shall constitute the award of the Arbitral Tribunal. A signed counterpart of the award shall be transmitted to each party. Any such award rendered in accordance with the provisions of this Section shall be final and binding upon the parties to the Financing Agreement. Each party shall abide by and comply with any such award rendered by the Arbitral Tribunal in accordance with the provisions of this Section.

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

(j) The provisions for arbitration set forth in this Section shall be in lieu of any other procedure for the settlement of controversies between the parties to the Financing Agreement or of any claim by either party against the other party arising under the Financing Agreement.

(k) If, within thirty (30) days after counterparts of the award have been delivered to the parties, the award has not been complied with, either party may: (i) enter judgment upon, or institute a proceeding to enforce, the award in any court of competent jurisdiction against the other party; (ii) enforce such judgment by execution; or (iii) pursue any other appropriate remedy against such other party for the enforcement of the award and the provisions of the Financing Agreement. Notwithstanding the foregoing, this Section shall not authorize any entry of judgment or enforcement of the award against the Recipient except as such procedure may be available otherwise than by reason of the provisions of this Section.

(l) Service of any notice or process in connection with any proceeding under this Section or in connection with any proceeding to enforce any award rendered pursuant to this Section may be made in the manner provided in Section 11.01. The parties to the Financing Agreement waive any and all other requirements for the service of any such notice or process.

## **ARTICLE X**

### **Effectiveness; Termination**

#### *Section 10.01 Conditions of Effectiveness of Legal Agreements*

The Legal Agreements shall not become effective until the Recipient and the Project Implementing Entity confirm and the Association is satisfied that the conditions specified in paragraphs (a) through (c) of this Section are met.

(a) The execution and delivery of each Legal Agreement on behalf of the Recipient or the Project Implementing Entity which is a party to such Legal Agreement have been duly authorized by all necessary actions and delivered on behalf of such party, and the Legal Agreement is legally binding upon such party in accordance with its terms.

(b) If the Association so requests, the condition of the Project Implementing Entity, as represented and warranted to the Association at the date of the Legal Agreements, has not undergone any material adverse change after such date.

(c) Each condition specified in the Financing Agreement as a condition of its effectiveness has occurred (“Additional Condition of Effectiveness”).

*Section 10.02 Legal Opinions or Certificates; Representation and Warranty*

For the purpose of confirming that the conditions specified in paragraph (a) of Section 10.01 above have been met:

(a) The Association may require an opinion or certificate satisfactory to the Association confirming: (i) on behalf of the Recipient or the Project Implementing Entity that the Legal Agreement to which it is a party has been duly authorized by, and executed and delivered on behalf of, such party, and is legally binding upon such party in accordance with its terms; and (ii) each other matter specified in the Financing Agreement or reasonably requested by the Association in connection with the Legal Agreements for the purpose of this Section.

(b) If the Association does not require an opinion or certificate pursuant to Section 10.02 (a), by signing the Legal Agreement to which it is a party, the Recipient or the Project Implementing Entity shall be deemed to represent and warrant that on the date of such Legal Agreement, the Legal Agreement has been duly authorized by, and executed and delivered on behalf of, such party and is legally binding upon such party in accordance with its terms, except where additional action is required to make such Legal Agreement legally binding. Where additional action is required following the date of the Legal Agreement, the Recipient or the Project Implementing Entity shall notify the Association when such additional action has been taken. By providing such notification, the Recipient or the Project Implementing Entity shall be deemed to represent and warrant that on the date of such notification the Legal Agreement to which it is a party is legally binding upon it in accordance with its terms.

*Section 10.03 Effective Date*

(a) Except as the Recipient and the Association shall otherwise agree, the Legal Agreements shall enter into effect on the date upon which the Association dispatches to the Recipient and the Project Implementing Entity notice confirming it is satisfied that the conditions specified in Section 10.01 have been met (“Effective Date”).

(b) If, before the Effective Date, any event has occurred which would have entitled the Association to suspend the right of the Recipient to make withdrawals from the Financing Account if the Financing Agreement had been effective, or the Association has determined that an extraordinary situation provided for under Section 3.19 (a) exists, the Association may postpone the dispatch of the notice referred to in paragraph (a) of this Section until such event (or events) or situation has (or have) ceased to exist.

*Section 10.04 Termination of Legal Agreements for Failure to Become Effective*

The Legal Agreements and all obligations of the parties under the Legal Agreements shall terminate if the Legal Agreements have not entered into effect by the date (“Effectiveness Deadline”) specified

in the Financing Agreement for the purpose of this Section, unless the Association, after consideration of the reasons for the delay, establishes a later Effectiveness Deadline for the purpose of this Section. The Association shall promptly notify the Recipient and the Project Implementing Entity of such later Effectiveness Deadline.

*Section 10.05 Termination of Legal Agreements on Performance of All Obligations*

(a) Subject to the provisions of paragraphs (b) and (c) of this Section, the Legal Agreements and all obligations of the parties under the Legal Agreements shall forthwith terminate upon full payment of the Withdrawn Credit Balance and all other Financing Payments due.

(b) If the Financing Agreement specifies a date by which certain provisions of the Financing Agreement (other than those providing for payment obligations) shall terminate, such provisions and all obligations of the parties under them shall terminate on the earlier of: (i) such date; and (ii) the date on which the Financing Agreement terminates in accordance with its terms.

(c) If the Project Agreement specifies a date on which the Project Agreement shall terminate, the Project Agreement and all obligations of the parties under the Project Agreement shall terminate on the earlier of: (i) such date; and (ii) the date on which the Financing Agreement terminates in accordance with its terms. The Association shall promptly notify the Project Implementing Entity if the Financing Agreement terminates in accordance with its terms prior to the date so specified in the Project Agreement.

**ARTICLE XI  
Miscellaneous Provisions**

*Section 11.01 Execution of Legal Agreements; Notices and Requests*

(a) Each Legal Agreement executed by Electronic Means shall be deemed an original, and in the case of any Legal Agreement not executed by Electronic Means in several counterparts, each counterpart shall be an original.

(b) Any notice or request required or permitted to be made or given under any Legal Agreement or any other agreement between the parties contemplated by the Legal Agreement shall be in writing. Except as otherwise provided in Section 10.03(a), such notice or request shall be deemed to have been duly given or made when it has been delivered by hand, mail, or Electronic Means, to the party to which it is to be given or made at such party's address or Electronic Address specified in the Legal Agreement or at such other address or Electronic Address as such party shall have designated by notice to the party giving such notice or making such request. Any notice or request delivered by Electronic Means shall be deemed dispatched by the sender from its Electronic Address when it leaves the Electronic Communications System of the sender and shall be deemed received by the other party at its Electronic Address when such notice or request becomes capable of being retrieved in machine readable format by the Electronic Communications System of the receiving party.

(c) Unless the Parties otherwise agree, Electronic Documents shall have the same legal force and effect as information contained in a Legal Agreement or a notice or request under a Legal Agreement that is not executed or transmitted by Electronic Means.

Section 11.02 *Action on Behalf of the Recipient and the Project Implementing Entity*

(a) The representative designated by the Recipient in the Financing Agreement (and the representative designated by the Project Implementing Entity in the Project Agreement or the Subsidiary Agreement) for the purpose of this Section, or any person authorized by such representative for that purpose, may take any action required or permitted to be taken pursuant to such Legal Agreement, and execute any documents or dispatch any Electronic Document required or permitted to be executed pursuant to such Legal Agreement on behalf of the Recipient (or the Project Implementing Entity).

(b) The representative so designated by the Recipient or person so authorized by such representative may agree to any modification or amplification of the provisions of the Financing Agreement on behalf of the Recipient by Electronic Document or by written instrument executed by such representative or authorized person; provided that, in the opinion of such representative, the modification or amplification is reasonable in the circumstances and will not substantially increase the obligations of the Recipient under the Financing Agreement. The Association may accept the execution by such representative or other authorized person of any such instrument as conclusive evidence that such representative is of such opinion.

Section 11.03 *Evidence of Authority*

The Recipient and the Project Implementing Entity shall furnish to the Association: (a) sufficient evidence of the authority of the person or persons who will, on behalf of such party, take any action or execute any documents, including Electronic Documents, required or permitted to be taken or executed by it under the Legal Agreement to which it is a party; and (b) the authenticated specimen signature of each such person as well as the Electronic Address referred to in Section 11.01(b).

Section 11.04 *Disclosure*

The Association may disclose the Legal Agreements to which it is a party and any information related to such Legal Agreements in accordance with its policy on access to information, in effect at the time of such disclosure.

**APPENDIX**  
**Definitions**

1. “Additional Condition of Effectiveness” means any condition of effectiveness specified in the Financing Agreement for the purpose of Section 10.01(c).
2. “Additional Event of Acceleration” means any event of acceleration specified in the Financing Agreement for the purpose of Section 8.06(f) .
3. “Additional Event of Suspension” means any event of suspension specified in the Financing Agreement for the purpose of Section 8.02 (m).
4. “Amortization Schedule” means the schedule for repayment of principal amount specified in the Financing Agreement for purposes of Section 3.10.
5. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, as further defined in the Financing Agreement.
6. “Approved Currency” means, for a Currency Conversion, any Currency approved by the Association, which, upon the Conversion, becomes the Credit Currency.
7. “Arbitral Tribunal” means the arbitral tribunal established pursuant to Section 9.03.
8. “Association” means the International Development Association.
9. “Automatic Conversion to Local Currency” means, with respect to any portion of the Withdrawn Credit Balance, a Currency Conversion from the Credit Currency to a Local Currency for either the full maturity or the longest maturity available for the Conversion of such amount with effect from the Conversion Date upon withdrawals of amounts of the Credit from the Credit Account.
10. “Automatic Rate Fixing Conversion” means an Interest Rate Conversion whereby either (i) the initial Reference Rate component of the interest rate for a Credit based on a Variable Spread is converted to a Fixed Reference Rate; or (ii) the initial Variable Rate for a Credit with a Fixed Spread is converted to a Fixed Rate, in either case for the aggregate principal amount of the Credit withdrawn from the Credit Account during any Interest Period or any of the two or more consecutive Interest Periods that equals or exceeds a specified threshold, and for the full maturity of such amount, as specified in the Financing Agreement or in a separate request from the Recipient.
11. “Bank” means the International Bank for Reconstruction and Development.
12. “Closing Date” means the date specified in the Financing Agreement (or such other date as the Association shall establish, upon a request from the Recipient, by notice to the Recipient) after which the Association may, by notice to the Recipient, terminate the right

of the Recipient to withdraw from the Financing Account.

13. “Co-financier” means the financier (other than the Association or the Bank) referred to in Section 8.02 (h) providing the Co-financing. If the Financing Agreement specifies more than one such financier, “Co-financier” refers separately to each of such financiers.
14. “Co-financing” means the financing referred to in Section 8.02 (h) and specified in the Financing Agreement provided or to be provided for the Project by the Co-financier. If the Financing Agreement specifies more than one such financing, “Co-financing” refers separately to each of such financings.
15. “Co-financing Agreement” means the agreement referred to in Section 8.02 (h) providing for the Co-financing.
16. “Co-financing Deadline” means the date referred to in Section 8.02 (h) (i) and specified in the Financing Agreement by which the Co-financing Agreement is to become effective. If the Financing Agreement specifies more than one such date, “Co-financing Deadline” refers separately to each of such dates.
17. “Commitment Charge” means the commitment charge payable by the Recipient on the Unwithdrawn Financing Balance pursuant to Section 3.02 or Section 3.08 (d), as applicable. If the Financing includes a Credit and a Grant, “Commitment Charge” refers separately to the commitment charge on the Unwithdrawn Credit Balance and the commitment charge on the Unwithdrawn Grant Balance.
18. “Commitment-linked Repayment Amortization Schedule” means an Amortization Schedule in which timing and amount of principal repayments is determined by reference to the date of approval of the Credit by the Association and calculated as a portion of the Withdrawn Credit Balance, as specified in the Financing Agreement.
19. “Concessional Financing” means any Financing not explicitly designated as Non-concessional Financing in the Financing Agreement.
20. “Conversion” means any of the following modifications of the terms of all or any portion of the Non-concessional Financing that has been requested by the Recipient and accepted by the Association: (a) an Interest Rate Conversion; (b) a Currency Conversion; or (c) the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate; each as provided in the Financing Agreement and in the Conversion Guidelines.
21. “Conversion Date” means, for a Conversion, such date as the Association shall determine on which the Conversion enters into effect, as further specified in the Conversion Guidelines; provided that if the Financing Agreement provides for Automatic Conversions to Local Currency, the Conversion Date shall be the date of withdrawal from the Credit Account of the amount in respect of which the Conversion has been requested.



22. “Conversion Guidelines” means, for a Conversion, the Directive “Conversion of Financial Terms of IBRD and IDA Loans and Financing Instruments” issued, and revised from time to time, by the Bank and the Association, in effect at the time of the Conversion.
23. “Conversion Period” means, for a Conversion, the period from and including the Conversion Date to and including the last day of the Interest Period in which the Conversion terminates by its terms; provided, that solely for the purpose of enabling the final payment of interest and principal under a Currency Conversion to be made in the Approved Currency, such period shall end on the Payment Date immediately following the last day of said final applicable Interest Period.
24. “Counterparty” means a party with whom the Association enters into a hedging arrangement for purposes of executing a Conversion.
25. “Credit” means the portion of the Financing specified in the Financing Agreement as a credit, and which is repayable pursuant to the provisions of the Financing Agreement; it being understood that, when “Credit” is used in Specific Provisions, the terms “Financing” shall be replaced in the foregoing sentence by “Non-concessional Financing” or “Concessional Financing”, as applicable under the considered Specific Provisions.
26. “Covered Debt” means any debt which is or may become payable in a Currency other than the Currency of the Recipient.
27. “Credit Account” means the account opened by the Association in its books in the name of the Recipient to which the amount of the Credit is credited.
28. “Credit Currency” means the Currency in which the Credit is denominated; provided that if the Financing Agreement provides for Conversions, “Credit Currency” means the Currency in which the Credit is denominated from time to time. If the Credit is denominated in more than one currency, “Credit Currency” refers separately to each of such Currencies.
29. “Currency” means the currency of a country and the Special Drawing Right. “Currency of a country” means the currency which is legal tender for the payment of public and private debts in that country.
30. “Currency Conversion” means a change of the Credit Currency of all or any amount of the Unwithdrawn Credit Balance or the Withdrawn Credit Balance to an Approved Currency.
31. “Currency Hedge Transaction” means either: (i) a Currency Hedge Swap Transaction; or (ii) a Currency Hedge Notes Transaction.
32. “Currency Hedge Notes Transaction” means one or more notes issued by the Association and denominated in an Approved Currency for purposes of executing a Currency Conversion.
33. “Currency Hedge Swap Transaction” means one or more Currency derivatives transactions entered into by the Association with a Counterparty as of the Execution Date for purposes of executing a Currency Conversion.

34. “Default Interest Period” means for any overdue amount of the Withdrawn Credit Balance, each Interest Period during which such overdue amount remains unpaid; provided, however, that the first such Default Interest Period shall commence on the 31<sup>st</sup> day following the date on which such amount becomes overdue, and the final such Default Interest Period shall end on the date at which such amount is fully paid.
35. “Default Interest Rate” means for any Default Interest Period:
- (a) in respect of any amount of the Withdrawn Credit Balance to which the Default Interest Rate applies and for which interest was payable at a Variable Rate immediately prior to the application of the Default Interest Rate: the Default Variable Rate plus one half of one percent (0.5%); and
- (b) in respect of any amount of the Withdrawn Credit Balance to which the Default Interest Rate applies and for which interest was payable at a Fixed Rate immediately prior to the application of the Default Interest Rate: Default Reference Rate plus the Fixed Spread plus one half of one percent (0.5%).
36. “Default Reference Rate” means the Reference Rate for the relevant Interest Period; it being understood that for the initial Default Interest Period, Default Reference Rate shall be equal to Reference Rate for the Interest Period in which the amount referred to in Section 3.09(e) first becomes overdue.
37. “Default Variable Rate” means the Variable Rate for the relevant Interest Period; provided that:
- (a) for the initial Default Interest Period, Default Variable Rate shall be equal to the Variable Rate for the Interest Period in which the amount referred to in Section 3.09(e) first becomes overdue; and
- (b) for an amount of the Withdrawn Credit Balance to which the Default Interest Rate applies and for which interest was payable at a Variable Rate based on a Fixed Reference Rate and the Variable Spread immediately prior to the application of the Default Interest Rate, “Default Variable Rate” shall be equal to the Default Reference Rate plus the Variable Spread.
38. “Derivatives Agreement” means any derivatives agreement between the Association and the Recipient (or any of its sub-sovereign entities) for the purpose of documenting and confirming one or more derivatives transactions between the Association and the Recipient (or any of its sub-sovereign entities), as such agreement may be amended from time to time. “Derivatives Agreement” includes all schedules, annexes and agreements supplemental to the Derivatives Agreement.
39. “Disbursed Amount” means, for each Interest Period, the aggregate principal amount of the Credit withdrawn from the Credit Account during such Interest Period referred to in Section 3.11(a) .

40. “Disbursement-Linked Amortization Schedule means an Amortization Schedule in which principal amount repayments are determined by reference to the date of disbursement and the Disbursed Amount and calculated as a portion of the Withdrawn Credit Balance, as specified in the Financing Agreement.
41. “Disbursement and Financial Information Letter” means the letter transmitted by the Association to the Recipient as part of the additional instructions to be issued under Section 2.01(b).
42. “Dollar”, “\$” and “USD” each means the lawful currency of the United States of America.
43. “Effective Date” means the date on which the Legal Agreements enter into effect pursuant to Section 10.03(a).
44. “Effectiveness Deadline” means the date referred to in Section 10.04 after which the Legal Agreements shall terminate if they have not entered into effect as provided in that Section.
45. “Electronic Address” means the designation of a party that uniquely identifies a person within a defined electronic communications system for purposes of authenticating the dispatch and receipt of electronic documents.
46. “Electronic Communications System” means the collection of computers, servers, systems, equipment, network elements and other hardware and software used for the purposes of generating, sending, receiving or storing or otherwise processing electronic documents, acceptable to the Association and in accordance with any such additional instructions as the Association may specify from time to time by notice to the Recipient.
47. “Electronic Document” means information contained in a Legal Agreement or a notice or request under a Legal Agreement that is transmitted by Electronic Means.
48. “Electronic Means” means the generation, sending, receiving, storing or otherwise processing of an electronic document by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange, electronic mail, telegram, telex or telecopy, acceptable to the Association.
49. “Eligible Expenditure” means an expenditure which meets the requirements of Section 2.05.
50. “EURIBOR” means for any Interest Period, the EUR interbank offered rate for deposits in EUR for six months, expressed as a percentage per annum, that appears on the Relevant Rate Page as of 11:00 a.m., Brussels time, on the Reference Rate Reset Date for the Interest Period.
51. “Euro”, “€” and “EUR” each means the lawful currency of the member states of the Euro Area.
52. “Euro Area” means the economic and monetary union of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union.

53. “Execution Date” means, for a Conversion, the date on which the Association has undertaken all actions necessary to effect the Conversion, as reasonably determined by the Association.
54. “Financial Center” means: (a) for a Currency other than EUR, the principal financial center for the relevant Currency; and (b) for the EUR, the principal financial center of the relevant member state in the Euro Area.
55. “Financial Statements” means the financial statements to be maintained for the Project as provided in Section 5.09.
56. “Financing” means: (a) the Credit if the Financing Agreement provides for a Credit only; (b) the Grant if the Financing Agreement provides for a Grant only; or both the Credit and the Grant if the Financing Agreement provides for both a Credit and a Grant; it being understood that, except when “Financing” is used in Specific Provisions where it shall mean either “Non-concessional Financing” or “Concessional Financing”, as applicable under the considered Specific Provisions, “Financing” means both Concessional Financing and Non-Concessional Financing.
57. “Financing Account” means: (a) the Credit Account if the Financing Agreement provides for a Credit only; (b) the Grant Account if the Financing Agreement provides for a Grant only; or (c) the Credit Account in respect of the Credit and the Grant Account in respect of the Grant if the Financing Agreement provides for a Credit and a Grant.
58. “Financing Agreement” means the financing agreement between the Recipient and the Association providing for the Financing, as such agreement may be amended from time to time. “Financing Agreement” includes these General Conditions as applied to the Financing Agreement, and all appendices, schedules and agreements supplemental to the Financing Agreement.
59. “Financing Payment” means any amount payable by the Recipient to the Association pursuant to the Financing Agreement or these General Conditions, including (but not limited to) any amount of the Withdrawn Credit Balance, the Service Charge, the Interest Charge, the Front-end Fee, the Commitment Charge, any prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Recipient, and any premium payable upon and any refund of the Withdrawn Grant Balance payable by the Recipient, as applicable.
60. “Fixed Rate” means a fixed rate of interest applicable to the amount of the Credit to which a Conversion applies, as determined by the Association in accordance with the Conversion Guidelines and notified to the Recipient pursuant to Section 4.02 (c).
61. “Fixed Reference Rate” means a fixed reference rate component of the interest applicable to the amount of the Credit to which a Conversion applies, as determined by the Association in accordance with the Conversion Guidelines and notified to the Recipient pursuant to Section 4.02 (c).

62. “Fixed Spread” means the Association’s fixed spread for the initial Credit Currency in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Financing Agreement and expressed as a percentage per annum; provided, that: (a) for purposes of determining the Default Interest Rate, pursuant to Section 3.09(e), that is applicable to an amount of the Withdrawn Credit Balance on which interest is payable at a Fixed Rate, the “Fixed Spread” means the Association’s fixed spread in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Financing Agreement, for the Currency of denomination of such amount; (b) for purposes of a Conversion of the Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread, and for purposes of fixing the Variable Spread pursuant to Section 4.03, “Fixed Spread” means the Association’s fixed spread for the Credit Currency as reasonably determined by the Association on the Conversion Date; and (c) upon a Currency Conversion of all or any amount of the Unwithdrawn Credit Balance, the Fixed Spread shall be adjusted on the Execution Date in the manner specified in the Conversion Guidelines.
63. “Front-end Fee” means the fee specified in the Financing Agreement for the purpose of Section 3.08(a).
64. “Grant” means the portion of the Financing specified in the Financing Agreement as a grant.
65. “Grant Account” means the account opened by the Association in its books in the name of the Recipient to which the amount of the Grant is credited.
66. “Installment Share” means the percentage of the total principal amount of the Financing payable on each Principal Payment Date as specified in a Commitment-linked Amortization Schedule.
67. “Interest Charge” means the interest charge specified in the Financing Agreement for the purpose of Section 3.04 or Section 3.09.
68. “Interest Hedge Transaction” means, for an Interest Rate Conversion, one or more interest rate swap transactions entered into by the Association with a Counterparty as of the Execution Date and in accordance with the Conversion Guidelines, in connection with the Interest Rate Conversion.
69. “Interest Period” means the initial period from and including the date of the Financing Agreement to but excluding the first Payment Date occurring thereafter, and after the initial period, each period from and including a Payment Date to but excluding the next following Payment Date.
70. “Interest Rate Cap” means, with respect to all or any amount of the Withdrawn Credit Balance, a ceiling that sets an upper limit: (a) in respect of any portion of the Credit that accrues interest at a Variable Rate based on a Reference Rate and the Fixed Spread, for the Variable Rate; or (b) in respect of any portion of the Credit that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, for the Reference Rate.
71. “Interest Rate Collar” means, with respect to all or any amount of the Withdrawn Credit Balance, a combination of a ceiling and a floor that sets an upper and a lower limit: (a) in

respect of any portion of the Credit that accrues interest at a Variable Rate based on a Reference Rate and the Fixed Spread, for the Variable Rate; or (b) in respect of any portion of the Credit that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, for the Reference Rate.

72. “Interest Rate Conversion” means a change of the interest rate basis applicable to all or any amount of the Withdrawn Credit Balance: (a) from the Variable Rate to the Fixed Rate or vice versa; (b) from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; (c) from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread or vice versa; or (d) Automatic Rate Fixing Conversion.
73. “Legal Agreement” means the Financing Agreement, the Project Agreement, or the Subsidiary Agreement. “Legal Agreements” means collectively, all of such agreements.
74. “LIBOR” means for any Interest Period, the London interbank offered rate for deposits in the relevant Credit Currency for six months, expressed as a percentage per annum, that appears on the Relevant Rate Page as of 11:00 a.m. London time on the Reference Rate Reset Date for the Interest Period.
75. “Lien” includes mortgages, pledges, charges, privileges and priorities of any kind.
76. “Local Currency” means an Approved Currency that is not a major currency, as reasonably determined by the Association.
77. “Maturity Fixing Date” means, for each Disbursed Amount, the first day of the Interest Period next following the Interest Period in which the Disbursed Amount is withdrawn.
78. “Maximum Commitment Charge Rate” means the maximum rate specified in the Financing Agreement at which the Association may set the Commitment Charge pursuant to Section 3.02.
79. “Member Country” means the member of the Association which is the Recipient or the guarantor.
80. “Non-concessional Financing” means any Financing deemed by the Association to be on non-concessional terms, as more particularly specified in the Financing Agreement.
81. “Original Credit Currency” means the currency of denomination of the Credit as defined in Section 3.19(a).
82. “Payment Currency” means: (a) for Credits and Grants denominated in SDR, the Currency specified in the Financing Agreement; and (b) for all other Credits, the Credit Currency.
83. “Payment Date” means each date specified in the Financing Agreement occurring on or after the date of the Financing Agreement on which Service Charges, Interest Charges or Commitment Charges are payable, as applicable.

84. “Preparation Advance” means the advance referred to in the Financing Agreement and repayable in accordance with Section 2.07.
85. “Principal Payment Date” means each date specified in the Financing Agreement on which an installment of the principal amount of the Credit is payable.
86. “Procurement Plan” means the Recipient’s procurement plan for the Project provided for under Section IV of the Procurement Regulations, as such plan may be updated from time to time with the Association’s approval.
87. “Procurement Regulations” means the “World Bank Procurement Regulations for Borrowers under Investment Project Financing”, as further defined in the Financing Agreement.
88. “Project” means the project described in the Financing Agreement, for which the Financing is extended, as the description of such project may be amended from time to time by agreement between the Recipient and the Association.
89. “Project Agreement” means the agreement between the Association and the Project Implementing Entity relating to the implementation of all or part of the Project, as such agreement may be amended from time to time. “Project Agreement” includes these General Conditions as applied to the Project Agreement, and all appendices, schedules and agreements supplemental to the Project Agreement.
90. “Project Implementing Entity” means a legal entity (other than the Recipient) which is responsible for implementing all or a part of the Project and which is a party to the Project Agreement or the Subsidiary Agreement.
91. “Project Implementing Entity’s Representative” means the Project Implementing Entity’s representative specified in the Project Agreement for the purpose of Section 11.02(a).
92. “Project Report” means each report on the Project to be prepared and furnished to the Association for the purpose of Section 5.08 (b).
93. “Public Assets” means assets of the Recipient, of any of its political or administrative subdivisions and of any entity owned or controlled by, or operating for the account or benefit of, the Recipient or any such subdivision, including gold and foreign exchange assets held by any institution performing the functions of a central bank or exchange stabilization fund, or similar functions, for the Recipient.
94. “Recipient” means the member of the Association which is a party to the Financing Agreement and to which the Financing is extended.
95. “Recipient’s Representative” means the representative of the Recipient specified in the Financing Agreement for the purpose of Section 11.02.

96. “Reference Rate” means, for any Interest Period:

(a) for USD, JPY and GBP, LIBOR for the relevant Credit Currency. If such rate does not appear on the Relevant Rate Page, the Association shall request the principal London office of each of four (4) major banks to provide a quotation of the rate at which it offers six-month deposits in the relevant Credit Currency to leading banks in the London interbank market at approximately 11:00 a.m. London time on the Reference Rate Reset Date for the Interest Period. If at least two (2) such quotations are provided, the rate for the Interest Period shall be the arithmetic mean (as determined by the Association) of the quotations. If less than two (2) quotations are provided as requested, the rate for the Interest Period shall be the arithmetic mean (as determined by the Association) of the rates quoted by four (4) major banks selected by the Association in the relevant Financial Center, at approximately 11:00 a.m. in the Financial Center, on the Reference Rate Reset Date for the Interest Period for loans in the relevant Credit Currency to leading banks for six (6) months. If less than two (2) of the banks so selected are quoting such rates, the Reference Rate for the relevant Credit Currency for the Interest Period shall be equal to the respective Reference Rate in effect for the Interest Period immediately preceding it;

(b) for EUR, EURIBOR. If such rate does not appear on the Relevant Rate Page, the Association shall request the principal Euro Area office of each of four (4) major banks to provide a quotation of the rate at which it offers six-month deposits in EUR to leading banks in the Euro Area interbank market at approximately 11:00 a.m. Brussels time on the Reference Rate Reset Date for the Interest Period. If at least two (2) such quotations are provided, the rate for the Interest Period shall be the arithmetic mean (as determined by the Association) of the quotations. If less than two (2) quotations are provided as requested, the rate for the Interest Period shall be the arithmetic mean (as determined by the Association) of the rates quoted by four (4) major banks selected by the Association in the relevant Financial Center, at approximately 11:00 a.m. in the Financial Center, on the Reference Rate Reset Date for the Interest Period for loans in EUR to leading banks for six (6) months. If less than two (2) of the banks so selected are quoting such rates, the Reference Rate for EUR for the Interest Period shall be equal to the Reference Rate in effect for the Interest Period immediately preceding it;

(c) if the Association determines that (i) LIBOR (in respect of USD, JPY, and GBP) or EURIBOR (in respect of Euro) has permanently ceased to be quoted for such currency, or (ii) the Association is no longer able, or it is no longer commercially acceptable for the Association, to continue to use such Reference Rate, for purposes of its asset and liability management, such other comparable reference rate for the relevant currency, including any applicable spread, as the Association shall determine, and notify to the Borrower pursuant to Section 3.09(c); and

(d) for any currency other than USD, EUR, JPY, or GBP: (i) such reference rate for the initial Credit Currency as shall be specified or referred to in the Financing Agreement; or (ii) in the case of a Currency Conversion to such other currency, such reference rate as shall be determined by the Association in accordance with the Conversion Guidelines and notice thereof given to the Recipient in accordance with Section 4.02 (c).



97. “Reference Rate Reset Date” means:

(a) for USD, JPY and GBP, the day two London Banking Days prior to the first day of the relevant Interest Period (or: (i) in the case of the initial Interest Period, the day two (2) London Banking Days prior to the first or fifteenth day of the month in which the Financing Agreement is signed, whichever day immediately precedes the date of the Financing Agreement; provided that if the date of the Financing Agreement falls on the first or fifteenth day of such month, the Reference Rate Reset Date shall be the day two (2) London Banking Days prior to the date of the Financing Agreement; and (ii) if the Conversion Date for a Currency Conversion of an amount of the Unwithdrawn Credit Balance to any of USD, JPY or GBP falls on a day other than a Payment Date, the initial Reference Rate Reset Date for the Approved Currency shall be the day two (2) London Banking Days prior to the first or fifteenth day of the month in which the Conversion Date falls, whichever day immediately precedes the Conversion Date; provided, that if the Conversion Date falls on the first or fifteenth day of such month, the Reference Rate Reset Date for the Approved Currency shall be the day two (2) London Banking Days prior to the Conversion Date);

(b) for EUR, the day two (2) TARGET Settlement Days prior to the first day of the relevant Interest Period (or: (i) in the case of the initial Interest Period the day two (2) TARGET Settlement Days prior to the first or fifteenth day of the month in which the Financing Agreement is signed, whichever day immediately precedes the date of the Financing Agreement; provided that if the date of the Financing Agreement falls on the first or fifteenth day of such month, the Reference Rate Reset Date shall be the day two (2) TARGET Settlement Days prior to the date of the Financing Agreement; and (ii) if the Conversion Date of a Currency Conversion of an amount of the Unwithdrawn Credit Balance to EUR falls on a day other than a Payment Date, the initial Reference Rate Reset Date for the Approved Currency shall be the day two (2) TARGET Settlement Days prior to the first or fifteenth day of the month in which the Conversion Date falls, whichever day immediately precedes the Conversion Date; provided that if the Conversion Date falls on the first or fifteenth day of such month, the Reference Rate Reset Date for the Approved Currency shall be the day two (2) TARGET Settlement Days prior to the Conversion Date);

(c) if, for a Currency Conversion to an Approved Currency, the Association determines that market practice for the determination of the Reference Rate Reset Date is on a date other than as set forth in sub-paragraphs (a) or (b) of this Section, the Reference Rate Reset Date shall be such other date as provided in the Conversion Guidelines, or as agreed by the Association and the Recipient, for such Conversion; and

(d) for any currency other than USD, EUR, JPY and GBP: (i) such day for the initial Credit Currency as shall be specified or referred to in the Financing Agreement; or (ii) in the case of a Currency Conversion to such other currency, such day as shall be determined by the Association and notice thereof given to the Recipient in accordance with Section 4.02 (c).

98. “Relevant Rate Page” means the display page designated by an established financial market data provider selected by the Association as the page for the purpose of displaying the Reference Rate for the Credit Currency.

99. “Respective Part of the Project” means, for the Recipient and for any Project Implementing Entity, the part of the Project specified in the Legal Agreements to be carried out by it.
100. “Screen Rate” means with respect to a Conversion, such rate as determined by the Association on the Execution Date taking into account the applicable interest rate, or a component thereof, and market rates displayed by established information vendors in accordance with the Conversion Guidelines
101. “Service Charge” means the charge specified in the Financing Agreement for the purpose of Section 3.03.
102. “Special Commitment” means any special commitment entered into or to be entered into by the Association pursuant to Section 2.02.
103. “Special Drawing Right” and “SDR” each means the special drawing right of the International Monetary Fund as valued by it in accordance with its Articles of Agreement.
104. “Specific Provision” has the meaning defined in Section 1.01(b) above.
105. “Sterling”, “£” or “GBP” each means the lawful currency of the United Kingdom.
106. “Subsidiary Agreement” means the agreement that the Recipient enters into with the Project Implementing Entity setting forth the respective obligations of the Recipient and the Project Implementing Entity with respect to the Project.
107. “Substitute Credit Currency” means the substitute currency of denomination of a Credit referred as defined in Section 3.19(a).
108. “TARGET Settlement Day” means any day on which the Trans European Automated Real-Time Gross Settlement Express Transfer system is open for the settlement of EUR.
109. “Taxes” includes imposts, levies, fees and duties of any nature, whether in effect at the date of the Legal Agreement or imposed after that date.
110. “Umpire” means the third arbitrator appointed pursuant to Section 9.03 (c).
111. “Unwinding Amount” means, for the early termination of a Conversion: (a) an amount payable by the Recipient to the Association equal to the net aggregate amount payable by the Association under transactions undertaken by the Association to terminate the Conversion, or if no such transactions are undertaken, an amount determined by the Association on the basis of the Screen Rate, to represent the equivalent of such net aggregate amount; or (b) an amount payable by the Association to the Recipient equal to the net aggregate amount receivable by the Association under transactions undertaken by the Association to terminate the Conversion, or if no such transactions are undertaken, an amount determined by the Association on the basis of the Screen Rate, to represent the equivalent of such net aggregate amount.

112. “Variable Rate” means (a) a variable rate of interest equal to the sum of: (1) the Reference Rate for the initial Credit Currency; plus (2) the Variable Spread, if interest accrues at a rate based on the Variable Spread, or the Fixed Spread if interest accrues at a rate based on the Fixed Spread, and (b) in case of a Conversion, such variable rate as determined by the Association in accordance with the Conversion Guidelines and notified to the Recipient pursuant to Section 4.02 (c).
113. “Variable Spread” means, for each Interest Period: (a)(1) the Association’s standard lending spread for Credits in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Financing Agreement; (2) minus (or plus) the weighted average margin, for the Interest Period, below (or above) the Reference Rate for six-month deposits, in respect of the Association’s outstanding borrowings or portions thereof allocated by it to fund credits that carry interest at a rate based on the Variable Spread; and (3) plus a maturity premium, as applicable; as reasonably determined by the Association and expressed as a percentage per annum; and (b) in case of Conversions, the variable spread, as applicable, as determined by the Association in accordance with Conversion Guidelines and notified to the Recipient pursuant to Section 4.02 (c). In the case of a Credit denominated in more than one Currency, “Variable Spread” applies separately to each of such Currencies.
114. “Unwithdrawn Credit Balance” means the amount of the Credit remaining unwithdrawn from the Credit Account from time to time.
115. “Unwithdrawn Financing Balance” means the amount of the Financing remaining unwithdrawn from the Financing Account from time to time.
116. “Unwithdrawn Grant Balance” means the amount of the Grant remaining unwithdrawn from the Grant Account from time to time.
117. “Withdrawn Credit Balance” means the amounts of the Credit withdrawn from the Credit Account and outstanding from time to time.
118. “Withdrawn Grant Balance” means the amounts of the Grant withdrawn from the Grant Account and outstanding from time to time.
119. “World Bank Disbursement Guidelines for Projects” means the World Bank guidelines, as revised from time to time, and issued as part of the additional instructions under Section 2.01 (b).
120. “Yen”, “¥” and “JPY” each means the lawful currency of Japan.


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Dr. Uzziel Ndagijimana uzziel.ndagijimana@minecofin.gov.rw Minister of Finance and Economic Planning Security Level: Email, Account Authentication (Optional)	  Signature Adoption: Pre-selected Style Using IP Address: 196.12.135.19	Sent: 5/3/2020 3:45:43 AM Viewed: 5/3/2020 12:03:21 PM Signed: 5/3/2020 12:04:06 PM
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Tamika Zaun tzaun@worldbank.org The World Bank Security Level: Email, Account Authentication (Optional)	<b>Completed</b>  Using IP Address: 118.185.153.210	Sent: 5/3/2020 12:04:09 PM Viewed: 5/3/2020 1:12:32 PM Signed: 5/3/2020 1:13:09 PM
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<p>Christian Rugeri christian.rugeri@minecofin.gov.rw Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 5/3/2020 3:45:43 AM</p>
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**Electronic Record and Signature Disclosure**

**Electronic Disclosure Statement And Consent for E-Signature with a Relevant World Bank Group Organization [1]**

**1.0 Acknowledgement of Independent Vendor:**

A relevant “World Bank Group Organization” means any of the following international organizations established by treaty among its member countries: International Bank for Reconstruction and Development (“IBRD”), International Development Association (“IDA”), International Finance Corporation (“IFC”), Multilateral Investment Guarantee Agency (“MIGA”), and International Centre for Settlement of Investment Disputes (“ICSID”).

By checking the ‘I agree’ box below in this Electronic Disclosure Statement and Consent for E-Signature (“Disclosure Statement and Consent”), you agree and understand that: (1) the e-signature service (the “Service”) is not owned or operated by any of the relevant World Bank Group Organizations in any way. Instead, the Service is owned, operated and maintained by an independent vendor; and (2) no relevant World Bank Group Organization is responsible or liable for the services provided by the independent vendor.

**2.0 Agreement to Terms of Service and Privacy Policy:**

When using the Service, you agree and understand that the Service’s [Terms of Service](#), including the [Service Privacy Policy](#), will govern your use of e-signature.

**3.0 Limitation of Liability:**

You agree and understand that your use of the Service with a relevant World Bank Group Organization is at your own risk.

You agree and understand that the relevant World Bank Group Organization expressly disclaims all warranties of any kind related to the site, the services and the materials, whether express or implied, including, but not limited to: (1) the implied warranties of merchantability; (2) fitness for a particular purpose; and (3) non-infringement. You agree to be solely responsible for any damage to your computer system or loss of data that results from use of the Service.

In no event will the relevant World Bank Group Organization or its licensors, business partners, contractors, collaborators, partners, agents, employees or the like be liable for any indirect, consequential, incidental, collateral, exemplary, punitive, reliance or special damages (including, without limitation, business interruption or loss of goodwill, data, revenue or profits), even if advised or made aware of the possibility of any such losses or damages and regardless of

whether the claim is based on contract, tort (including negligence, strict liability and willful and/or intentional conduct), warranty, indemnity or other theory of liability.

#### **4.0 Remedies and No Warranty:**

The relevant World Bank Group Organization makes no warranty that: (1) the Service will meet your requirements; (2) the Service will be uninterrupted, timely, secure or error-free; (3) any results or outcomes from the use of the service will be accurate or reliable; (4) the quality of the Service will meet your expectations; or (5) the Service, or its servers, or communications sent from the any of the relevant World Bank Group Organizations, will be free of viruses or other harmful elements.

You agree and understand that your sole course of action and exclusive remedy for any losses or damages incurred or suffered by you as a result of your use of the Service shall be to terminate your Service account and cease using the Service. Under no circumstances will you have any claim against any of the relevant World Bank Group Organizations for any losses or damages whatsoever arising out of or related to your use of the Service.

#### **5.0 Preservation of Immunities.**

Nothing in this Disclosure Statement and Consent shall constitute, be construed, or considered to be, a limitation upon or a waiver, renunciation or modification of any immunities, privileges or exemptions of any of the World Bank Group Organizations accorded under its respective Articles of Agreement, international Convention or any applicable law. Such immunities, privileges or exemptions are specifically reserved.

#### **6.0 Additional Terms:**

By checking the 'I agree' box below, you agree and confirm that:

- You understand that this Disclosure Statement and Consent governs only e-signature transactions or arrangements with a relevant World Bank Group Organization which may be subject to additional Service terms;
- You can access and read this Disclosure Statement and Consent; and
- You can print on paper the Disclosure Statement and Consent or save or send the same to a place where you can print it for future reference and access.
- With respect to IBRD and IDA, you (a) will always keep your e-mail address updated with the Service and follow instructions provided by the relevant World Bank Group Organization to keep your e-mail address updated with the Service as needed; and (b) understand that the minimum system requirements for using the Service may change

over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>

[1] This Electronic Disclosure Statement and Consent for E-Signature with a relevant World Bank Group Organization is to be used on a specific **transactional basis** and does not in any way or form purport to create an ongoing contractual relationship between the user of the Service, the independent vendor and any of the relevant World Bank Group Organizations.



<p><b>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 068/01 ryo ku wa 02/06/2020 ryemeza burundu Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo icyenda n'imwe n'ibihumbi magana ane z'Amayero (91.400.000 EUR) y'inkunga y'inyongera igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 03 Gicurasi 2020</b></p>	<p><b>Seen to be annexed to Presidential Order n° 068/03 of 02/06/2020 ratifying the Financing Agreement between the Republic of Rwanda and the International Development Association, relating to the credit of ninety-one million four hundred thousand Euro (EUR 91,400,000) for Rwanda energy sector supplemental development policy financing, signed at Kigali, Rwanda, on 03 May 2020</b></p>	<p><b>Vu pour être annexé à l'Arrêté Présidentiel n° 068/03 du 02/06/2020 ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de quatre-vingt-onze millions quatre cent mille Euros (91.400.000 EUR) pour le financement supplémentaire de la politique de développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda, le 03 mai 2020</b></p>
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<p>Kigali, ku wa 02/06/2020</p> <p>(sé)</p> <p><b>KAGAME Paul</b> Perezida wa Repubulika</p>	<p>Kigali, on 02/06/2020</p> <p>(sé)</p> <p><b>KAGAME Paul</b> President of the Republic</p>	<p>Kigali, le 02/06/2020</p> <p>(sé)</p> <p><b>KAGAME Paul</b> Président de la République</p>
<p>(sé)</p> <p><b>Dr NGIRENTE Edouard</b> Minisitiri w’Intebe</p>	<p>(sé)</p> <p><b>Dr NGIRENTE Edouard</b> Prime Minister</p>	<p>(sé)</p> <p><b>Dr NGIRENTE Edouard</b> Premier Ministre</p>
<p><b>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Minisitiri w’Ubutabera/Intumwa Nkuru ya Leta</p>	<p><b>Seen and sealed with the Seal of the Republic:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Minister of Justice/Attorney General</p>	<p><b>Vu et scellé du Sceau de la République:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Ministre de la Justice/Garde des Sceaux</p>

<p><b>ITEKA RYA MINISITIRI N° 001/MIGEPROF/2020 RYO KU WA 03/06/2020 RISHYIRAHO AMABWIRIZA AGENGA ISHYIRWA MU BIKORWA RYA GAHUNDA MBONEZAMIKURIRE Y'ABANA BATO</b></p>	<p><b>MINISTERIAL ORDER N° 001/MIGEPROF/2020 OF 03/06/2020 ESTABLISHING REGULATIONS ON THE IMPLEMENTATION OF THE EARLY CHILDHOOD DEVELOPMENT PROGRAMME</b></p>	<p><b>ARRÊTÉ MINISTÉRIEL N° 001/MIGEPROF/2020 DU 03/06/2020 PORTANT RÈGLEMENTS DE LA MISE EN EXÉCUTION DU PROGRAMME DE DÉVELOPPEMENT DE LA PETITE ENFANCE</b></p>
<p><b><u>ISHAKIRO</u></b></p>	<p><b><u>TABLE OF CONTENTS</u></b></p>	<p><b><u>TABLE DES MATIÈRES</u></b></p>
<p><b><u>UMUTWE WA MBERE: INGINGO RUSANGE</u></b></p>	<p><b><u>CHAPTER ONE: GENERAL PROVISIONS</u></b></p>	<p><b><u>CHAPITRE PREMIER: DISPOSITIONS GÉNÉRALES</u></b></p>
<p><b><u>Ingingo ya mbere: Icyo iri teka rigamije</u></b></p>	<p><b><u>Article One: Purpose of this Order</u></b></p>	<p><b><u>Article premier: Objet du présent arrêté</u></b></p>
<p><b><u>Ingingo ya 2: Ibyo iri teka rireba</u></b></p>	<p><b><u>Article 2: Scope of this Order</u></b></p>	<p><b><u>Article 2: Champ d'application du présent arrêté</u></b></p>
<p><b><u>Ingingo ya 3: Ibisobanuro by'amagambo</u></b></p>	<p><b><u>Article 3: Definitions</u></b></p>	<p><b><u>Article 3: Définitions</u></b></p>
<p><b><u>UMUTWE WA II: GUTANGA SERIVISI ZA ECD</u></b></p>	<p><b><u>CHAPTER II: ECD SERVICES DELIVERY</u></b></p>	<p><b><u>CHAPITRE II: PRESTATION DE SERVICES DE ECD</u></b></p>
<p><b><u>Icyiciro cya mbere: Ibisabwa mu gutanga serivisi za ECD</u></b></p>	<p><b><u>Section One: Requirements to provide ECD services</u></b></p>	<p><b><u>Section première: Conditions pour fournir des services de ECD</u></b></p>
<p><b><u>Ingingo ya 4: Ibisabwa abatanga serivisi za ECD muri rusange</u></b></p>	<p><b><u>Article 4: General requirements to ECD service providers</u></b></p>	<p><b><u>Article 4: Conditions générales applicables aux prestataires de services de ECD</u></b></p>

<p><b><u>Ingingo ya 5:</u> Kwandikisha ibikorwa bya ECD</b></p>	<p><b><u>Article 5:</u> Registration of ECD activities</b></p>	<p><b><u>Article 5:</u> Inscription des activités de ECD</b></p>
<p><b><u>Ingingo ya 6:</u> Komite y’ababyeyi</b></p>	<p><b><u>Article 6:</u> Parents committee</b></p>	<p><b><u>Article 6:</u> Comité des parents</b></p>
<p><b><u>Ingingo ya 7:</u> Dosiye bwite y’umwana</b></p>	<p><b><u>Article 7:</u> Child’s personal file</b></p>	<p><b><u>Article 7:</u> Dossier personnel de l’enfant</b></p>
<p><b><u>Ingingo ya 8:</u> Ibisabwa mu kwemererwa gutanga serivisi mu kigo cya ECD cy’icyitegererezo, mu kigo cya ECD no mu rugo rwa ECD rukorera hafi y’abaturage</b></p>	<p><b><u>Article 8:</u> Requirements for accreditation to provide model ECD center, ECD center and community based ECD center services</b></p>	<p><b><u>Article 8:</u> Conditions requises d’accréditation pour fournir les services au centre modèle de ECD, au centre de ECD et au centre de ECD communautaire</b></p>
<p><b><u>Ingingo ya 9:</u> Ibisabwa by’umwihariko mu kwemererwa gutanga serivisi za ECD zitangirwa mu kigo cya ECD cy’icyitegererezo no mu kigo cya ECD</b></p>	<p><b><u>Article 9:</u> Particular requirements for accreditation to provide model ECD center and ECD center services</b></p>	<p><b><u>Article 9:</u> Conditions particulières requises d’accréditation pour fournir les services au centre model de ECD et au centre de ECD</b></p>
<p><b><u>Ingingo ya 10:</u> Ibisabwa by’umwihariko mu kwemererwa gutanga serivisi mu rugo rwa ECD rukorera hafi y’abaturage</b></p>	<p><b><u>Article 10:</u> Particular requirements for accreditation to provide community based ECD center services</b></p>	<p><b><u>Article 10:</u> Conditions particulières requises d’accréditation pour fournir les services au centre de ECD communautaire</b></p>
<p><b><u>Ingingo ya 11:</u> Ibisabwa mu kwemererwa gutanga serivisi za ECD zitangirwa mu rugo rw’umuturage</b></p>	<p><b><u>Article 11:</u> Requirements for accreditation to provide home-based ECD services</b></p>	<p><b><u>Article 11:</u> Conditions requises d’accréditation pour fournir les services de ECD à domicile</b></p>
<p><b><u>Ingingo ya 12:</u> Raporo ya serivisi zose za ECD zemerewe gukorera mu Karere</b></p>	<p><b><u>Article 12:</u> Report of all accredited ECD services in the District</b></p>	<p><b><u>Article 12:</u> Rapport de tous les services de ECD accrédités dans le District</b></p>
<p><b><u>Ingingo ya 13:</u> Imitangire ya serivisi mu rugo rwa ECD rukorera mu rugo rw’umuturage</b></p>	<p><b><u>Article 13:</u> Service delivery in home based ECD</b></p>	<p><b><u>Article 13:</u> Prestation de services de ECD à domicile</b></p>

<p><b><u>Ingingo ya 14:</u> Ibisabwa mu kwemererwa gutanga serivisi za ECD hasurwa imiryango</b></p>	<p><b><u>Article 14:</u> Requirements to be accredited to provide home visitation ECD services</b></p>	<p><b><u>Article 14:</u> Conditions requises d'accréditation pour fournir les services de ECD par des visites à domicile</b></p>
<p><b><u>Ingingo ya 15:</u> Integanyanyigisho</b></p>	<p><b><u>Article 15:</u> Curriculum</b></p>	<p><b><u>Article 15:</u> Curriculum</b></p>
<p><b><u>Icyiciro cya 2:</u> Amahugurwa y'abarezi</b></p>	<p><b><u>Section 2:</u> Training for caregivers</b></p>	<p><b><u>Section 2:</u> Formation des assistants maternels</b></p>
<p><b><u>Ingingo ya 16:</u> Inyigisho zitegurirwa amahugurwa</b></p>	<p><b><u>Article 16:</u> Training modules</b></p>	<p><b><u>Article 16:</u> Modules de formation</b></p>
<p><b><u>Ingingo ya 17:</u> Imfashanyigisho n'ibikinisho</b></p>	<p><b><u>Article 17:</u> Learning and playing materials</b></p>	<p><b><u>Article 17:</u> Matériel didactique et de jeux</b></p>
<p><b><u>UMUTWE WA III:</u> <u>IKURIKIRANABIKORWA, GUKORA RAPORO NO GUHAGARIKA IBIKORWA</u></b></p>	<p><b><u>CHAPTER III:</u> MONITORING, REPORTING AND CLOSING OF THE SERVICES</b></p>	<p><b><u>CHAPITRE III:</u> SUIVI, ÉLABORATION DES RAPPORTS ET FERMETURE DE SERVICES</b></p>
<p><b><u>Icyiciro cya mbere:</u> Ikurikiranabikorwa</b></p>	<p><b><u>Section One:</u> Monitoring</b></p>	<p><b><u>Section première:</u> Suivi</b></p>
<p><b><u>Ingingo ya 18:</u> Ikurikiranabikorwa ku rwego rw'Igihugu</b></p>	<p><b><u>Article 18:</u> Monitoring at national level</b></p>	<p><b><u>Article 18:</u> Suivi au niveau national</b></p>
<p><b><u>Ingingo ya 19:</u> Ikurikiranabikorwa ku rwego rw'Akarere</b></p>	<p><b><u>Article 19:</u> Monitoring at District level</b></p>	<p><b><u>Article 19:</u> Suivi au niveau du District</b></p>
<p><b><u>Ingingo ya 20:</u> Ikurikiranabikorwa ku rwego rw'Umurenge n'urw'Akagari</b></p>	<p><b><u>Article 20:</u> Monitoring at Sector and Cell levels</b></p>	<p><b><u>Article 20:</u> Suivi au niveau du Secteur et de la Cellule</b></p>

<p><b><u>Icyiciro cya 2: Raporo ya ECD</u></b></p> <p><b><u>Ingingo ya 21:</u></b> Gukora no gutanga raporo ya ECD</p> <p><b><u>Ingingo ya 22:</u></b> Gukusanya no guhuza raporo za ECD</p> <p><b><u>Ingingo ya 23:</u></b> Ibigize raporo ya ECD</p> <p><b><u>Icyiciro cya 3: Guhagarika itangwa rya serivisi za ECD</u></b></p> <p><b><u>Ingingo ya 24:</u></b> Utanga serivisi za ECD uzihagarika ku mpamvu ze bwite</p> <p><b><u>Ingingo ya 25:</u></b> Guhagarika itangwa rya serivisi za ECD bikozwe n’ubuyobozi bireba</p> <p><b>UMUTWE WA IV: INGINGO Y’INZIBACYUHO N’IZISOZA</b></p> <p><b><u>Ingingo ya 26:</u></b> Igihe cyo kubahiriza ibiteganywa n’iri teka</p> <p><b><u>Ingingo ya 27:</u></b> Ivanwaho ry’ingingo zinyuranyije n’iri teka</p> <p><b><u>Ingingo ya 28:</u></b> Igihe iri teka ritangirira gukurikizwa</p>	<p><b><u>Section 2: ECD report</u></b></p> <p><b><u>Article 21:</u></b> Production and submission of ECD report</p> <p><b><u>Article 22:</u></b> Collecting and compiling ECD reports</p> <p><b><u>Article 23:</u></b> Content of the ECD report</p> <p><b><u>Section 3: Closing the ECD services provision</u></b></p> <p><b><u>Article 24:</u></b> Service provider of ECD closing for her or his own reasons</p> <p><b><u>Article 25:</u></b> Closing the ECD service provision by relevant authorities</p> <p><b>CHAPTER IV: TRANSITIONAL AND FINAL PROVISIONS</b></p> <p><b><u>Article 26:</u></b> Period for compliance with provisions of this Order</p> <p><b><u>Article 27:</u></b> Repealing provision</p> <p><b><u>Article 28:</u></b> Commencement</p>	<p><b><u>Section 2: Rapport de ECD</u></b></p> <p><b><u>Article 21:</u></b> Élaboration et transmission de rapport de ECD</p> <p><b><u>Article 22:</u></b> Collecte et compilation des rapports de ECD</p> <p><b><u>Article 23:</u></b> Contenu du rapport de ECD</p> <p><b><u>Section 3: Fermeture de la prestation de services de ECD</u></b></p> <p><b><u>Article 24:</u></b> Fermeture par le prestataire de services de ECD pour ses propres raisons</p> <p><b><u>Article 25:</u></b> Fermeture de la prestation de services de ECD par les autorités concernées</p> <p><b>CHAPITRE IV: DISPOSITIONS TRANSITOIRES ET FINALES</b></p> <p><b><u>Article 26:</u></b> Période pour se conformer aux dispositions du présent arrêté</p> <p><b><u>Article 27:</u></b> Disposition abrogatoire</p> <p><b><u>Article 28:</u></b> Entrée en vigueur</p>
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<p><b>ITEKA RYA MINISITIRI N° 001/MIGEPROF/2020 RYO KU WA 03/06/2020 RISHYIRAHU AMABWIRIZA AGENGA ISHYIRWA MU BIKORWA RYA GAHUNDA MBONEZAMIKURIRE Y'ABANA BATO</b></p>	<p><b>MINISTERIAL ORDER N° 001/MIGEPROF/2020 OF 03/06/2020 ESTABLISHING REGULATIONS ON THE IMPLEMENTATION OF THE EARLY CHILDHOOD DEVELOPMENT PROGRAMME</b></p>	<p><b>ARRÊTÉ MINISTÉRIEL N° 001/MIGEPROF/2020 DU 03/06/2020 PORTANT RÈGLEMENTS DE LA MISE EN EXÉCUTION DU PROGRAMME DE DÉVELOPPEMENT DE LA PETITE ENFANCE</b></p>
<p><b>Minisitiri w'Uburunganire n'Iterambere ry'Umuryango;</b></p>	<p><b>The Minister of Gender and Family Promotion;</b></p>	<p><b>Le Ministre du Genre et de la Promotion de la Famille;</b></p>
<p>Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 121, iya 122 n'iya 176;</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 121, 122 and 176;</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 121, 122 et 176;</p>
<p>Ashingiye ku Itegeko n° 71/2018 ryo ku wa 31/08/2018 ryerekeye kurengera umwana, cyane cyane mu ngingo yaryo ya 4;</p>	<p>Pursuant to Law n° 71/2018 of 31/08/2018 relating to the protection of the child, especially in Article 4;</p>	<p>Vu la Loi n° 71/2018 du 31/08/2018 relative à la protection de l'enfant, spécialement en son article 4;</p>
<p>Inama y'Abaminisitiri, yateranye ku wa 18/05/2020 imaze kubisuzuma no kubyemeza;</p>	<p>After consideration and approval by the Cabinet, in its meeting of 18/05/2020;</p>	<p>Après examen et adoption par le Conseil des Ministres, en sa séance du 18/05/2020;</p>
<p><b>ATEGETSE:</b></p>	<p><b>ORDERS:</b></p>	<p><b>ARRÊTE:</b></p>
<p><b><u>UMUTWE WA MBERE:</u> INGINGO RUSANGE</b></p>	<p><b><u>CHAPTER ONE:</u> GENERAL PROVISIONS</b></p>	<p><b><u>CHAPITRE PREMIER:</u> DISPOSITIONS GÉNÉRALES</b></p>
<p><b><u>Ingingo ya mbere:</u> Icyo iri teka rigamije</b></p>	<p><b><u>Article One:</u> Purpose of this Order</b></p>	<p><b><u>Article premier:</u> Objet du présent arrêté</b></p>
<p>Iri teka rishyiraho amabwiriza agenga ishyirwa mu bikorwa rya gahunda y'Igihugu</p>	<p>This Order establishes regulations on the implementation of the National Programme of</p>	<p>Le présent arrêté porte les règlements de la mise en exécution du Programme National de</p>

<p>mbonezamikurire y’abana bato, “ECD” mu magambo ahinnye y’Icyongereza.</p> <p><b><u>Ingingo ya 2: Ibyo iri teka rireba</u></b></p> <p>Iri teka rireba ibi bikurikira:</p> <ol style="list-style-type: none"> <li>1° ikigo cya ECD cy’icyitegererezo;</li> <li>2° ikigo cya ECD;</li> <li>3° urugo rwa ECD rukorera hafi y’abatuye;</li> <li>4° urugo rwa ECD rukorera mu rugo rw’umuturage; na</li> <li>5° serivisi za ECD hasurwa imiryango.</li> </ol> <p><b><u>Ingingo ya 3: Ibisobanuro by’amagambo</u></b></p> <p>Muri iri teka, amagambo akurikira afite ibisobanuro bikurikira:</p> <ol style="list-style-type: none"> <li>1° <b>umurezi:</b> umuntu wese wita ku mikurire, ku buzima, ku mirire, ku mbamutima, ku mibanire n’abandi, ku rurimi no ku bwenge by’umwana;</li> </ol>	<p>the Early Childhood Development, abbreviated as “ECD”.</p> <p><b><u>Article 2: Scope of this Order</u></b></p> <p>This Order applies to the following:</p> <ol style="list-style-type: none"> <li>1° the model ECD center;</li> <li>2° the ECD center;</li> <li>3° the community-based ECD center;</li> <li>4° the home-based ECD services; and</li> <li>5° the home visitation ECD services.</li> </ol> <p><b><u>Article 3: Definitions</u></b></p> <p>In this Order, the following terms have the following meanings:</p> <ol style="list-style-type: none"> <li>1° <b>caregiver:</b> any person in charge of attending to the body, health, nutrition, emotional, social, language and intellectual development needs of a child;</li> </ol>	<p>Développement de la Petite Enfance, “ECD” en sigle anglais.</p> <p><b><u>Article 2: Champ d’application du présent arrêté</u></b></p> <p>Le présent arrêté s’applique à ce qui suit:</p> <ol style="list-style-type: none"> <li>1° le centre modèle de ECD;</li> <li>2° le centre de ECD;</li> <li>3° le centre de ECD communautaire;</li> <li>4° les services de ECD à domicile; et</li> <li>5° les services de ECD par les visites à domicile.</li> </ol> <p><b><u>Article 3: Définitions</u></b></p> <p>Dans le présent arrêté, les termes repris ci-après ont les significations suivantes:</p> <ol style="list-style-type: none"> <li>1° <b>assistant maternel:</b> toute personne chargée de répondre au développement corporel, sanitaire, nutritionnel, émotionnel, social, linguistique et intellectuel d’un enfant;</li> </ol>
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<p><b>2° urugo rwa ECD rukorera hafi y'abaturage:</b> inyubako zari zisanzwe zifite ba nyirazo zigahindurwa ahantu abana bato bari hagati y'imyaka itatu (3) n'itandatu (6) bigira;</p> <p><b>3° ECD:</b> impinduka ku mikurire y'ubwenge n'imibanire n'abandi ziba ku mwana kuva agisamwa kugeza afite imyaka itandatu (6) y'amavuko;</p> <p><b>4° ikigo cya ECD:</b> ahantu abana boherezwa kugira ngo bafashwe mu mikurire y'ubwenge no mu mibanire n'abandi;</p> <p><b>5° umuryango:</b> itsinda ry'abantu bafitanye isano hagati yabo ishingiye ku kuba bamwe bakomoka ku bandi, ku mategeko cyangwa ku bushyingiranywe; rishobora kuba rigizwe n'ababyeyi, abana, ababakomokaho ndetse n'abo mu miryango y'abashyingiranywe na bo;</p> <p><b>6° urugo rwa ECD rukorera mu rugo rw'umuturage:</b> ahantu hatoranyijwe n'itsinda ry'ingo hagati y'icumi (10) na cumi n'eshanu (15) zituranye kugira ngo hakoreshe nk'urugo rw'abana bafite hagati y'imyaka itatu (3)</p>	<p><b>2° community based ECD center:</b> structures belonging to other owners turned into learning areas for young children from three (3) to six (6) years old;</p> <p><b>3° ECD:</b> intellectual and social-emotional development changes that a child undergoes from conception to six (6) years old;</p> <p><b>4° ECD center:</b> a center where children are sent to undergo intellectual and social-emotional development;</p> <p><b>5° family:</b> a group of persons related by kinship, law or marriage; it may include parents, children, their descendants and in-laws;</p> <p><b>6° home based ECD services:</b> a place designated by a group of ten (10) to fifteen (15) neighboring households to serve as a center for children's aged between three (3) to six (6) years old, for provision of ECD services;</p>	<p><b>2° centre de ECD communautaire:</b> les structures appartenant à d'autres propriétaires qui deviennent des lieux d'apprentissage pour les jeunes enfants de trois (3) à six (6) ans;</p> <p><b>3° ECD:</b> les changements de développement intellectuel et socio-émotionnel qu'un enfant subit dès la conception jusqu'à six (6) ans;</p> <p><b>4° centre de ECD:</b> un centre dans lequel les enfants sont envoyés pour leur développement intellectuel et socio-émotionnel;</p> <p><b>5° famille:</b> ensemble de personnes ayant une relation basée sur la parenté, la loi ou le mariage; il peut comprendre les parents, les enfants, leurs descendants et les membres de la belle-famille;</p> <p><b>6° services de ECD à domicile:</b> lieu désigné par un groupe de dix (10) à quinze (15) ménages voisins pour servir de centre aux enfants âgés de trois (3) à six (6) ans pour fournir les services de ECD;</p>
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<p>n'itandatu (6) y'amavuko mu kubaha serivisi za ECD;</p> <p><b>7° serivisi za ECD hasurwa imiryango:</b> uburyo bwo gusura imiryango bitewe n'impamvu zitandukanye zirimo imyaka mike y'umwana ufite muni y'imyaka itatu (3) y'amavuko, kudashobora gushyiraho urugo cyangwa ikigo cya ECD muri ako gace;</p> <p><b>8° serivisi za ECD:</b> serivisi zikomatanirije hamwe ibikorwa bikurikira:</p> <ul style="list-style-type: none"> <li>a. kwigisha umwana hakiri kare no gukangura ubwonko;</li> <li>b. serivisi z'ubuvuzi zihabwa umwana;</li> <li>c. gukurikirana imikurire y'umwana;</li> <li>d. kugenzura ko umwana yanditswe mu irangamimerere;</li> <li>e. guha umwana amafunguro n'izindi serivisi mbonezamirire;</li> <li>f. gahunda yo kwigisha ababyeyi;</li> </ul>	<p><b>7° home visitation ECD services:</b> a way of visiting families due to various reasons including young age of the child below three (3) years old, difficulty to set up a home based ECD service or an ECD center in that area;</p> <p><b>8° ECD services:</b> services integrating the following activities:</p> <ul style="list-style-type: none"> <li>a. early learning and stimulation;</li> <li>b. child health services;</li> <li>c. child growth monitoring;</li> <li>d. child's registration control in the civil status;</li> <li>e. providing meals and other nutritional services to the child;</li> <li>f. parent education programme;</li> </ul>	<p><b>7° services de ECD par les visites à domicile:</b> une façon de visiter les familles pour les diverses raisons, notamment le jeune âge d'un enfant de moins de trois (3) ans, la difficulté d'établir les services de ECD à domicile ou un centre de ECD dans cette région;</p> <p><b>8° services de ECD :</b> les services intégrant les activités suivantes:</p> <ul style="list-style-type: none"> <li>a. apprentissage et stimulation en bas âge;</li> <li>b. services de santé de l'enfant;</li> <li>c. suivi de la croissance de l'enfant;</li> <li>d. contrôle de l'enregistrement de l'enfant dans l'état civil;</li> <li>e. fourniture de repas et d'autres services nutritionnels à l'enfant;</li> <li>f. programme d'éducation des parents;</li> </ul>
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<p>g. ubukangurambaga ku isuku n'isukura;</p> <p>h. serivisi zo kurengera umwana;</p> <p>i. kohereza abana bafite ibibazo byihariye aho babona serivisi;</p> <p><b>9° ikigo cya ECD cy'icyitegererezo:</b> ahantu hafite inyubako yujuje ibipimo byose ngenderwaho, abarezi babihuguriwe, ibikinisho n'ibikoresho byo kwigishirizaho bihagije, hagenewe gutangirwa serivisi za ECD ku bana, kuva umwana agisamwa kugeza agize imyaka itandatu (6) y'amavuko.</p>	<p>g. sensitisation on hygiene and sanitation;</p> <p>h. child protection services;</p> <p>i. referral for children with special needs;</p> <p><b>9° model ECD center:</b> place with facility that meets all required standards, qualified caregivers, sufficient toys and learning materials, designed to provide ECD services to children from conception to six (6) years old.</p>	<p>g. sensibilisation à l'hygiène et assainissement;</p> <p>h. services de protection de l'enfant;</p> <p>i. orientation pour les enfants ayant des besoins spéciaux;</p> <p><b>9° centre modèle de ECD:</b> lieu avec un bâtiment répondant à toutes les normes requises, assistants maternels qualifiés, matériels de jeux et d'apprentissage suffisants, destiné à dispenser des services de ECD aux enfants dès la conception jusqu'à six (6) ans.</p>
<p><b><u>UMUTWE WA II: GUTANGA SERIVISI ZA ECD</u></b></p>	<p><b><u>CHAPTER II: ECD SERVICES DELIVERY</u></b></p>	<p><b><u>CHAPITRE II: PRESTATION DE SERVICES DE ECD</u></b></p>
<p><b><u>Icyiciro cya mbere: Ibisabwa mu gutanga serivisi za ECD</u></b></p>	<p><b><u>Section One: Requirements to provide ECD services</u></b></p>	<p><b><u>Section première: Conditions pour fournir des services de ECD</u></b></p>
<p><b><u>Ingingo ya 4: Ibisabwa abatanga serivisi za ECD muri rusange</u></b></p>	<p><b><u>Article 4: General requirements to ECD service providers</u></b></p>	<p><b><u>Article 4: Conditions générales applicables aux prestataires de services de ECD</u></b></p>
<p>Utanga serivisi za ECD agomba kubahiriza:</p> <p>1° ibipimo ngenderwaho by'ibanze, amabwiriza n'imironko ngenderwaho;</p>	<p>An ECD service provider must comply with;</p> <p>1° minimum standards, norms and guidelines;</p>	<p>Un prestataire de services de ECD doit :</p> <p>1° se conformer aux standards minimums, normes et lignes directrices;</p>

<p>2° ihame ryo kudahaza abana bafite ibibazo byihariye.</p> <p><b><u>Ingingo ya 5: Kwandikisha ibikorwa bya ECD</u></b></p> <p>Utanga serivisi za ECD agomba kwandikisha ibikorwa bye ku buyobozi bubifitiye ububasha mbere yo gutangira, yuzuzwa ifishi yo kwemererwa itangwa n’urwego rufite ECD mu nshingano zarwo.</p> <p>Ubuyobozi bw’Akarere ni bwo bufite ububasha bwo kwandika no kwemerera ikigo cya ECD cy’icyitegererezo n’ikigo cya ECD. Ubuyobozi bw’Umurenge ni bwo bufite ububasha bwo kwandika no kwemerera ingo za ECD zikorera hafi y’abaturage na serivisi za ECD zo gusura imiryango. Ubuyobozi bw’Akagari ni bwo bufite ububasha bwo kwandika no kwemerera ingo za ECD zikorera mu ngo z’abaturage.</p> <p><b><u>Ingingo ya 6: Komite y’ababyeyi</u></b></p> <p>Utanga serivisi za ECD agomba gushyiraho komite y’ababyeyi ishinze gufata ingamba kugira ngo habeho imikorere inoze ya gahunda ya ECD.</p>	<p>2° the principle of the inclusion of children with special needs.</p> <p><b><u>Article 5: Registration of ECD activities</u></b></p> <p>An ECD service provider must register his or her activities to the competent authority before starting to operate by filling an accreditation form provided by the authority in charge of ECD.</p> <p>The District authority is competent to register and accredit a model ECD center and an ECD center. The Sector authority is competent to register and accredit community-based ECD centers and home visitation ECD services. The Cell authority is competent to register and accredit home-based ECD services.</p> <p><b><u>Article 6: Parents committee</u></b></p> <p>An ECD service provider must establish a parent’s committee to take measures for proper functioning of ECD programme.</p>	<p>2° prendre en considération le principe de l’inclusion des enfants ayant des besoins spéciaux.</p> <p><b><u>Article 5: Inscription des activités de ECD</u></b></p> <p>Un prestataire de services de ECD doit enregistrer ses activités auprès de l’autorité compétente avant de commencer à fonctionner, en remplissant un formulaire d’accréditation délivré par l’autorité ayant ECD dans ses attributions.</p> <p>L’autorité de District est compétente pour l’enregistrement et l’accréditation du centre modèle de ECD et du centre de ECD. L’autorité de Secteur est compétente pour l’enregistrement et l’accréditation des centres de ECD communautaires et les services de ECD par les visites à domicile. L’autorité de Cellule est compétente pour l’enregistrement et l’accréditation des services de ECD à domicile.</p> <p><b><u>Article 6: Comité des parents</u></b></p> <p>Un prestataire de services de ECD doit mettre en place un comité de parents chargé de prendre les mesures pour le bon fonctionnement du programme de ECD.</p>
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<p><b><u>Ingingo ya 7: Dosiye bwite y’umwana</u></b></p> <p>Utanga serivisi za ECD agomba kubika dosiye ya buri mwana uri muri gahunda ya ECD ikubiyemo amakuru akurikira:</p> <p>1° amazina, imyaka n’igitsina by’umwana;</p> <p>2° amazina, aderesi na nimero za telefoni by’ababyeyi b’umwana, by’umwishingizi cyangwa by’undi muntu ushinzwe kwita ku mwana;</p> <p>3° uko ubuzima bw’umwana buhagaze.</p>	<p><b><u>Article 7: Child’s personal file</u></b></p> <p>An ECD service provider must keep a file for every child who is under ECD programme that contains the following information:</p> <p>1° names, age and gender of the child;</p> <p>2° names, address and telephone numbers of parents, guardian or other person with the duty to care for a child;</p> <p>3° the child’s health status.</p>	<p><b><u>Article 7: Dossier personnel de l’enfant</u></b></p> <p>Un prestataire de services de ECD doit maintenir un dossier pour chaque enfant qui est dans le programme de ECD contenant les informations suivantes:</p> <p>1° les noms, l’âge et le genre de l’enfant;</p> <p>2° les noms, l’adresse et les numéros de téléphone des parents, du tuteur ou d’autre personne qui a le devoir de prendre soin de l’enfant;</p> <p>3° l’état de santé de l’enfant.</p>
<p><b><u>Ingingo ya 8: Ibisabwa mu kwemererwa gutanga serivisi mu kigo cya ECD cy’icyitegererezo, mu kigo cya ECD no mu rugo rwa ECD rukorera hafi y’abaturage</u></b></p> <p>Kugira ngo utanga serivisi z’ikigo cya ECD cy’icyitegererezo, iz’ikigo cya ECD n’iz’urugo rwa ECD rukorera hafi y’abaturage yemererwe gukora, agomba kuba yujuje ibisabwa bikurikira:</p> <p>1° kwerekana inyandiko ikubiyemo umushinga, yerekana mu buryo burambuye uko uzashyirwa mu</p>	<p><b><u>Article 8: Requirements for accreditation to provide model ECD center, ECD center and community based ECD center services</u></b></p> <p>To be accredited to provide model ECD, ECD center and and community based ECD center services, the service provider must fulfil the following requirements:</p> <p>1° to present a project document detailing the entire execution of the</p>	<p><b><u>Article 8: Conditions requises d’accreditation pour fournir les services au centre modèle de ECD, au centre de ECD et au centre de ECD communautaire</u></b></p> <p>Pour obtenir l’accreditation de fournir les services au centre modèle de ECD, au centre de ECD et au centre de ECD communautaire, le prestataire de services doit remplir les conditions suivantes:</p> <p>1° présenter un document de projet détaillant toute l’exécution du projet, y</p>

<p>bikorwa n’uburyo uzaramba, nk’uko wemejwe n’urwego rubifitiye ububasha;</p> <p>2° kubahiriza ibisabwa birimo ibipimo by’ibanze, amabwiriza n’imirongo ngenderwaho bigenga serivisi za ECD.</p> <p>Iyo inyandiko ikubiyemo umushinga imaze kwemezwa n’urwego rubifitiye ububasha hakurikijwe ibiteganywa mu ngingo ya 5 y’iri teka, utanga serivisi arandikwa.</p> <p><b><u>Ingingo ya 9: Ibisabwa by’umwihariko mu kwemererwa gutanga serivisi za ECD zitangirwa mu kigo cya ECD cy’icyitegererezo no mu kigo cya ECD</u></b></p> <p>Haseguriwe ibivugwa mu ngingo ya 8 y’iri teka, kugira ngo utanga serivisi z’ikigo cya ECD cy’icyitegererezo cyangwa iz’ikigo cya ECD yemererwe gukora, agomba kuba yujuje ibisabwa bikurikira:</p> <p>1° kuba cyubatse mu buryo bukurikije ibipimo by’ibanze;</p> <p>2° kuba gifite abarezi babifitiye impamyabumenyi kandi bahembwa;</p>	<p>project, including its sustainability, as approved by the competent authority;</p> <p>2° to comply with requirements, including the minimum standards, norms and guidelines for ECD services.</p> <p>Once the project document approved by the competent authority in accordance with the provisions of Article 5 of this Order, the service provider is registered.</p> <p><b><u>Article 9: Particular requirements for accreditation to provide model ECD center and ECD center services</u></b></p> <p>Subject to the provisions of Article 8 of this Order, to be accredited to provide model ECD center or ECD center services, the center must fulfil the following criteria:</p> <p>1° to be constructed in conformity with the minimum standards;</p> <p>2° to have employed certified trained caregivers;</p>	<p>compris sa durabilité, approuvé par l’autorité compétente;</p> <p>2° se conformer aux exigences, y compris les standards minimums, les normes et les lignes directrices pour les services de ECD.</p> <p>Une fois le document de projet approuvé par l’autorité compétente conformément aux dispositions de l’article 5 du présent arrêté, le prestataire de services est enregistré.</p> <p><b><u>Article 9: Conditions particulières requises d’accréditation pour fournir les services au centre modèle de ECD et au centre de ECD</u></b></p> <p>Sous réserve des dispositions de l’article 8 du présent arrêté, pour obtenir l’accréditation de fournir les services au centre modèle de ECD ou au centre de ECD, le centre doit remplir les conditions suivantes:</p> <p>1° être construit conformément aux standards minimums;</p> <p>2° avoir employé des assistants maternels qualifiés et certifiés;</p>
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<p>3 ° kuba gitanga amahugurwa mu ngo za ECD zikorera hafi y'abaturage n'ingo za ECD zikorera mu rugo rw'umuturage;</p> <p>4 ° kuba gifite ibikoresho by'ibanze bifasha kwiga no gukina;</p> <p>5 ° kuba gitanga serivisi mbonezamikurire.</p>	<p>3 ° to provide training to community based ECD and home based ECD services;</p> <p>4 ° to have based learning and playing materials;</p> <p>5 ° to provide ECD services.</p>	<p>3° fournir des formations au centre de ECD communautaire et aux services de ECD à domicile;</p> <p>4° avoir un matériel didactique et de jeux de base;</p> <p>5° fournir des services de ECD.</p>
<p><b><u>Ingingo ya 10: Ibisabwa by'umwihariko mu kwemererwa gutanga serivisi mu rugo rwa ECD rukorera hafi y'abaturage</u></b></p> <p>Haseguriwe ibivugwa mu ngingo ya 8 y'iri teka, kugira ngo urugo rwa ECD rukorera hafi y'abaturage rwemererwe gutanga izo serivisi, urugo rugomba kuba rwujuje ibisabwa bikurikira:</p> <p>1 ° kuba rukorera mu nyubako zatijwe n'urusengeru cyangwa umusigiti, inzu ya Leta cyangwa indi yubatswe n'abaturage;</p> <p>2 ° kuba rwujuje ibyangombwa by'ibanze mu kwakira abana;</p> <p>3 ° kuba umurezi yarahuguwe kuri serivisi za ECD.</p>	<p><b><u>Article 10: Particular requirements for accreditation to provide community based ECD center services</u></b></p> <p>Subject to the provisions of Article 8 of this Order, to be accredited to provide community based ECD center services, the center must fulfil the following criteria:</p> <p>1° to be established in a building lent by the church or mosque, a State property or a building constructed by the local population;</p> <p>2° to meet minimum requirements to host children;</p> <p>3° to have a caregiver trained on ECD services.</p>	<p><b><u>Article 10: Conditions particulières requises d'accréditation pour fournir les services au centre de ECD communautaire</u></b></p> <p>Sous réserve des dispositions de l'article 8 du présent arrêté, pour obtenir l'accréditation de fournir les services au centre de ECD communautaire, le centre doit remplir les conditions suivantes:</p> <p>1° être établi dans un bâtiment prêté par l'église ou la mosquée, une propriété de l'État ou un bâtiment construit par la population locale;</p> <p>2° répondre aux exigences minimales pour accueillir les enfants;</p> <p>3° avoir un assistant maternel formé sur les services de ECD.</p>

<p><b><u>Ingingo ya 11: Ibisabwa mu kwemererwa gutanga serivisi za ECD zitangirwa mu rugo rw'umuturage</u></b></p> <p>Kugira ngo urugo rwatoranyirijwe gutangirwamo serivisi za ECD zitangirwa mu rugo rw'umuturage rwemererwe gutanga izo serivisi, urugo rwatoranyijwe kuzitanga rugomba kuba rwujuje ibisabwa bikurikira:</p> <ol style="list-style-type: none"> <li>1° kuba rufite umutekano kandi ruzitiye;</li> <li>2° kuba rufite imbuga y'aho abana bakinira;</li> <li>3° kuba rufite amazi meza;</li> <li>4° kuba rufite ubwiherero bufite isuku;</li> <li>5° kuba rufite igikoni gifite isuku;</li> <li>6° kuba rufite umurima w'igikoni;</li> <li>7° kuba rucungwa n'umuntu w'inyangamugayo.</li> </ol> <p><b><u>Ingingo ya 12: Raporo ya serivisi zose za ECD zemerewe gukorera mu Karere</u></b></p> <p>Haseguriwe ibivugwa mu ngingo ya 5 y'iri teka:</p>	<p><b><u>Article 11: Requirements for accreditation to provide home-based ECD services</u></b></p> <p>To be accredited to provide home-based ECD services, a selected home to host ECD services provision must fulfil the following criteria:</p> <ol style="list-style-type: none"> <li>1° to be a safe home with fence;</li> <li>2° to have appropriate ground to allow children to play;</li> <li>3° to have clean water;</li> <li>4° to have clean toilet;</li> <li>5° to have a clean kitchen;</li> <li>6° to have a kitchen garden;</li> <li>7° to be managed by a person of integrity.</li> </ol> <p><b><u>Article 12: Report of all accredited ECD services in the District</u></b></p> <p>Subject to the provisions of Article 5 of this Order:</p>	<p><b><u>Article 11: Conditions requises d'accréditation pour fournir les services de ECD à domicile</u></b></p> <p>Pour obtenir l'accréditation de fournir les services de ECD à domicile, le foyer sélectionné pour accueillir la prestation de services de ECD doit remplir les critères suivants:</p> <ol style="list-style-type: none"> <li>1° être sécurisé avec une clôture;</li> <li>2° avoir un espace approprié pour permettre aux enfants de jouer;</li> <li>3° avoir de l'eau propre;</li> <li>4° avoir une toilette propre;</li> <li>5° avoir une cuisine propre;</li> <li>6° avoir un jardin potager;</li> <li>7° être géré par une personne intègre.</li> </ol> <p><b><u>Article 12: Rapport de tous les services de ECD accrédités dans le District</u></b></p> <p>Sous réserve des dispositions de l'article 5 du présent arrêté:</p>
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<p>1° ubuyobozi bw'Akagari bushyikiriza Umurenge raporo igaragaza ingo za ECD zikorera mu rugo rw'umuturage zemerewe gukora;</p> <p>2° ubuyobozi bw'Umurenge buhuza raporo zavuye mu Tugari tugize uwo Murenge bukongeraho raporo y'ingo za ECD zikorera hafi y'abaturage ndetse na serivisi za ECD zo gusura abaturage zemerewe gukora bukabishyikiriza Akarere;</p> <p>3° buri gihembwe ubuyobozi bw'Akarere bushyikiriza urwego rw'Igihugu rufite ECD mu nshingano raporo ya serivisi zose za ECD zemerewe gukorera mu Karere.</p> <p><b><u>Ingingo ya 13: Imitungire ya serivisi mu rugo rwa ECD rukorera mu rugo rw'umuturage</u></b></p> <p>Mu rugo rwa ECD rukorera mu rugo rw'umuturage, ababyeyi, abishingizi cyangwa abandi bantu bashinzwe kwita ku mwana bita ku bana ubwabo. icyakora, ababyeyi, abishingizi cyangwa abandi bantu bashinzwe kwita ku mwana bashobora gufata icyemezo cyo guha akazi abarezi kandi serivisi zigatangwa mu buryo bukurikira:</p>	<p>1° the Cell authority submits to the Sector a report of all home based ECD services accredited;</p> <p>2° the Sector authority compiles report from all Cells of the Sector with a report of all community-based ECD centers and home visitation services accredited, and submits a report to the District;</p> <p>3° every quarter, the District authority submits to the national authority in charge of ECD, a report of all accredited ECD in the District.</p> <p><b><u>Article 13: Service delivery in home based ECD</u></b></p> <p>In home-based ECD, parents, guardians or other persons with the duty to care for a child provide themselves care to children. However, parents, guardians or other persons with the duty to care for a child may decide to hire caregivers and services are provided as follows:</p>	<p>1° l'autorité de la Cellule transmet au Secteur le rapport de tous les services de ECD à domicile accrédités;</p> <p>2° l'autorité du Secteur compile les rapports provenant de toutes les Cellules de ce Secteur avec le rapport de tous les centres de ECD communautaires et les services de ECD par les visites à domicile accrédités, et transmet le rapport au District.</p> <p>3° chaque trimestre, l'autorité de District transmet à l'autorité national ayant ECD dans ses attributions le rapport de tous les services de ECD accrédités dans le District.</p> <p><b><u>Article 13: Prestation de services de ECD à domicile</u></b></p> <p>Pour les services de ECD à domicile, les parents, tuteurs ou autres personnes qui ont le devoir de prendre soin de l'enfant s'occupent eux-mêmes des enfants. Toutefois, les parents, tuteurs ou autres personnes qui ont le devoir de prendre soin de l'enfant peuvent décider d'engager des assistants maternels et les services sont fournis comme suit:</p>
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<p>1° urugo rwa ECD rukorera mu rugo rw'umuturage ruyoborwa n'umubyeyi uhagarariye abandi watowe mu babyeyi batuye mu ngo zizarerera mu rugo rwatoranyijwe;</p>	<p>1° a home based ECD is led by a “parent leader” selected among parents from households that form a home-based group;</p>	<p>1° un foyer pour les services de ECD à domicile est dirigé par un “parent leader” sélectionné parmi les parents des ménages qui forment un groupe à domicile;</p>
<p>2° buri rugo rushyiraho amabwiriza agenga imikorere n'imicungire bya gahunda ya ECD hashingiwe ku bipimo ngenderwaho by'ibanze bya ECD;</p>	<p>2° each home-based group puts in place its regulations determining the functioning and management of ECD programme according to ECD minimum standards;</p>	<p>2° chaque foyer pour services de ECD à domicile met en place les règlements déterminant le fonctionnement et la gestion du programme de ECD conformément aux normes minimales pour le ECD;</p>
<p>3° hagomba kuba hari ababyeyi cyangwa abarezi babiri (2) buri muni; umwe ushinzwe ibikorwa byo kwita ku bana, undi ushinzwe umutekano n'isuku by'abana. Uyu mubare ushobora kwiyongera bitewe n'umubare w'abana bakeneye kwitabwaho;</p>	<p>3° there must be two (2) parents or caregivers per day; one carries out care activities, the other ensures the security and hygiene of children. This number may increase according to the number of children to take care of;</p>	<p>3° il doit y avoir deux (2) parents ou assistants maternels par jour; un pour les activités de soins et l'autre qui assure la sécurité et l'hygiène des enfants. Ce nombre peut augmenter conformément au nombre d'enfants à prendre en charge;</p>
<p>4° amasaha y'akazi ni kuva saa moya za mu gitondo (7:00) kugeza saa sita z'amanya (12:00). Komite y'ababyeyi ishobora kuyongera cyangwa kuyagabanya;</p>	<p>4° working hours are from seven o'clock (7:00 am) to twelve o'clock (12:00 am). The parents committee may extend or reduce them;</p>	<p>4° les heures de service sont de sept heures (7h00) à douze heures (12h00). Le comité de parents peut les augmenter ou les réduire;</p>
<p>5° ababyeyi, abishingizi cyangwa abandi bantu bashinzwe kwita ku mwana cyangwa abarezi bakoresha integanyanyigisho ishingiyeye ku bushobozi yemejwe n'inzego zibifitiye</p>	<p>5° parents, guardians or other persons with the duty to take care of a child or caregivers use competence based curriculum approved by the competent organs and parenting</p>	<p>5° les parents, tuteurs ou autres personnes chargées de prendre soin de l'enfant ou les assistants maternels utilisent le programme d'enseignement basé sur les compétences approuvé par les organes</p>

<p>ububasha, integanyanyigisho ku burere buboneye n’imfashanyigisho ku burere buboneye byateguwe n’urwego rufite mu nshingano ECD n’izindi gahunda za ECD ku rwego rw’Igihugu.</p> <p><b><u>Ingingo ya 14: Ibisabwa mu kwemererwa gutanga serivisi za ECD hasurwa imiryango</u></b></p> <p>Umuntu wese, kugira ngo yemererwe gutanga serivisi za ECD hasurwa imiryango, agomba kwerekana umushinga urambuye ukubiyemo ibibazo nyakuri by’abana bikeneye gukemurwa mu muryango, abaturatione bireba, uburyo buzakoreshwa n’ibikoresho bizakoreshwa.</p> <p><b><u>Ingingo ya 15: Integanyanyigisho</u></b></p> <p>Ibigo bya ECD byose byakira abana bari hagati y’imyaka itatu (3) n’imyaka itandatu (6) y’amavuko bigomba gukoresha integanyanyigisho ishingiyeye ku bushobozi yateguwe na Minisiteri ifite uburezi mu nshingano zayo hamwe n’integanyanyigisho ku burere buboneye n’imfashanyigisho ku burere buboneye byateguwe n’urwego rufite ECD mu nshingano zarwo.</p>	<p>curriculum and parenting guides developed by the authority in charge of ECD and other national ECD programmes.</p> <p><b><u>Article 14: Requirements to be accredited to provide home visitation ECD services</u></b></p> <p>Any person, to be accredited to provide home visitation ECD services, must present a detailed project containing the real challenges for children that need to be addressed in the community, target population, approach and materials to be used.</p> <p><b><u>Article 15: Curriculum</u></b></p> <p>All ECD centers with children aged between three (3) and six (6) years old must use the competence-based curriculum developed by the Ministry in charge of education and parenting curriculum and parenting guides developed by the authority in charge of ECD.</p>	<p>compétents, le programme d’enseignement pour les parents et le guide pédagogique pour les parents élaborés par l’autorité ayant dans ses attributions ECD et d’autres programmes nationaux de ECD.</p> <p><b><u>Article 14: Conditions requises d’accreditation pour fournir les services de ECD par des visites à domicile</u></b></p> <p>Toute personne, pour obtenir l’accreditation de fournir les services de ECD par des visites à domicile, doit présenter un projet détaillé montrant des problèmes réels des enfants qui ont besoin d’être résolus dans la communauté, la population cible, l’approche et le matériel à utiliser.</p> <p><b><u>Article 15: Curriculum</u></b></p> <p>Tous les centres de ECD ayant des enfants âgés de trois (3) à six (6) ans doivent utiliser le programme d’enseignement basé sur les compétences développé par le Ministère ayant l’éducation dans ses attributions ainsi que le programme d’enseignement pour les parents et le guide pédagogique pour les parents élaboré par l’autorité ayant ECD dans ses attributions.</p>
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<p>Ku bana bari munsu y’imyaka itatu (3) y’amavuko, hakoreshwa gahunda y’integanyanyigisho ku burere buboneye n’imfashanyigisho ku burere buboneye yateguwe n’urwego rufite porogaramu ya ECD mu nshingano zarwo.</p> <p>Ingengabihe itangwa mu nteganyanyigisho ishingiye ku bushobozi ni yo ishingirwaho mu gutegura ibikorwa bya buri munsu by’imikino n’inyigisho mu bigo, mu ngo no gusura imiryango hagamijwe kugira gahunda imwe mu gihugu.</p> <p><b><u>Icyiciro cya 2: Amahugurwa y’abarezi</u></b></p> <p><b><u>Ingingo ya 16: Inyigisho zitegurirwa amahugurwa</u></b></p> <p>Umufatanyabikorwa ushaka guhugura abarezi agomba kwifashisha integanyanyigisho ishingiye ku bushobozi ya ECD ku bana bari hagati y’imyaka itatu (3) n’imyaka itandatu (6) y’amavuko hamwe n’integanyanyigisho n’imfashanyigisho ku burere buboneye ku bana bari munsu y’imyaka itatu (3).</p>	<p>For children under three (3) years old, the package refers to parenting curriculum and parenting guides developed by the authority in charge of ECD Programme.</p> <p>The timetable provided in the competence based curriculum serves as the basis for developing daily playing and learning activities in the centers, homes and home visits to have the common programme in the country.</p> <p><b><u>Section 2: Training for caregivers</u></b></p> <p><b><u>Article 16: Training modules</u></b></p> <p>A stakeholder intending to train caregivers must refer to ECD competence based curriculum for children aged between three (3) and six (6) years and parenting curriculum and parenting guides for children less than three (3) years old.</p>	<p>Pour les enfants de moins de trois (3) ans, il est fait usage du programme d’enseignement pour les parents et guide pédagogique pour les parents développé par l’autorité ayant le programme de ECD dans ses attributions.</p> <p>Le calendrier fourni dans le programme d’enseignement basé sur les compétences sert de base pour développer des activités de jeu et d’apprentissage quotidiennes dans les centres, les foyers et les visites à domicile afin d’avoir le même programme dans le pays.</p> <p><b><u>Section 2: Formation des assistants maternels</u></b></p> <p><b><u>Article 16: Modules de formation</u></b></p> <p>Un partenaire qui désire former les assistants maternels doit se référer au programme d’enseignement basé sur les compétences de ECD pour les enfants de trois (3) à six (6) ans et le programme d’enseignement et guide pédagogique des parents pour les enfants de moins de trois (3) ans.</p>
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<p><b><u>Ingingo ya 17: Imfashanyigisho n'ibikinisho</u></b></p> <p>Imfashanyigisho n'ibikinisho byose bikoreshwa mu ngo za ECD bigomba kuba bijyanye n'imyaka y'abana.</p> <p><b><u>UMUTWE WA III: IKURIKIRANABIKORWA, GUKORA RAPORO NO GUHAGARIKA IBIKORWA</u></b></p> <p><b><u>Icyiciro cya mbere: Ikurikiranabikorwa</u></b></p> <p><b><u>Ingingo ya 18: Ikurikiranabikorwa ku rwego rw'Igihugu</u></b></p> <p>Umuyobozi wa Porogaramu y'Igihugu ya ECD ahuza kandi agakurikirana itangwa rya serivisi za ECD ku rwego rw'Igihugu kandi agashyikiriza Minisitiri ufite kurengera umwana mu nshingano ze raporo ya buri gihembwe n'iy'umwaka.</p> <p><b><u>Ingingo ya 19: Ikurikiranabikorwa ku rwego rw'Akarere</u></b></p> <p>Akarere gahuza kandi gakurikirana buri gihembwe serivisi za ECD.</p>	<p><b><u>Article 17: Learning and playing materials</u></b></p> <p>All ECD learning and playing materials must be adapted to to the age of children.</p> <p><b><u>CHAPTER III: MONITORING, REPORTING AND CLOSING OF THE SERVICES</u></b></p> <p><b><u>Section One: Monitoring</u></b></p> <p><b><u>Article 18: Monitoring at national level</u></b></p> <p>The head of National ECD Programme coordinates and monitors the implementation of ECD services at national level and submits quarterly and annual reports to the Minister in charge of child protection.</p> <p><b><u>Article 19: Monitoring at District level</u></b></p> <p>The District coordinates and monitors the implementation of ECD services on quarterly basis.</p>	<p><b><u>Article 17: Matériel didactique et de jeux</u></b></p> <p>Tout le matériel didactique et de jeux de ECD doit être adapté à l'âge des enfants.</p> <p><b><u>CHAPITRE III: SUIVI, ÉLABORATION DES RAPPORTS ET FERMETURE DE SERVICES</u></b></p> <p><b><u>Section première: Suivi</u></b></p> <p><b><u>Article 18: Suivi au niveau national</u></b></p> <p>Le responsable du Programme National de ECD fait la coordination et le suivi de la mise en exécution des services de ECD au niveau national et transmet les rapports trimestriels et annuels au Ministre ayant la protection de l'enfant dans ses attributions.</p> <p><b><u>Article 19: Suivi au niveau du District</u></b></p> <p>Le District fait la coordination et le suivi des services de ECD chaque trimestre.</p>
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<p>Akarere gakora iteganyabikorwa, ikurikiranabikorwa, isuzumabikorwa kandi kagatanga raporo zirebana na serivisi za ECD.</p> <p><b><u>Ingingo ya 20: Ikurikiranabikorwa ku rwego rw’Umurenge n’urw’Akagari</u></b></p> <p>Ikurikiranabikorwa ku rwego rw’Umurenge n’urw’Akagari rikorwa ku buryo bukurikira:</p> <ol style="list-style-type: none"> <li>1° ubuyobozi bw’Umurenge bugenzura ibigo bya ECD by’icyitegererezo, ibigo bya ECD, ingo za ECD zikorera hafi y’abaturage na serivisi za ECD zo gusura imiryango bikorera mu Tugari;</li> <li>2° ubuyobozi bw’Akagari butanga raporo ku Murenge buri kwezi ku bikorwa bya ECD bikorerwa mu rugo rw’umuturage;</li> <li>3° ubuyobozi bw’Umurenge n’ubw’Akagari bukora ubukangurambaga mu baturage kuri serivisi za ECD kugira ngo bagire uruhare mu itangwa rya serivisi za ECD.</li> </ol>	<p>The District is responsible for planning, monitoring, evaluating and reporting on ECD services.</p> <p><b><u>Article 20: Monitoring at Sector and Cell levels</u></b></p> <p>The monitoring at Sector and Cell levels is carried out as follows:</p> <ol style="list-style-type: none"> <li>1° Sector’s authorities oversee the model ECD centers, ECD centers, community based ECD centers and home visitation ECD services operating in the Cells;</li> <li>2° Cell authorities monitor and report to the Sector on monthly basis on all activities happening in home based ECD;</li> <li>3° Sector’s and Cell’s authorities carry out mobilisation and sensitisation of local population on ECD services to contribute to ECD service provision.</li> </ol>	<p>Le District est responsable de la planification, du suivi, de l’évaluation et de la transmission des rapports sur les services de ECD.</p> <p><b><u>Article 20: Suivi au niveau du Secteur et de la Cellule</u></b></p> <p>Le suivi au niveau du Secteur et de la Cellule s’effectue comme suit:</p> <ol style="list-style-type: none"> <li>1° les autorités de Secteur supervisent les centres modèles de ECD, les centres de ECD, les centres de ECD communautaires et les services de ECD par les visites à domicile opérant dans les Cellules;</li> <li>2° les autorités de Cellule transmettent un rapport mensuel au Secteur sur toutes les activités se déroulant dans le ECD à domicile;</li> <li>3° les autorités de Secteur et de Cellule mobilisent et sensibilisent la population locale sur les services de ECD afin de contribuer à la prestation de services de ECD.</li> </ol>
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<b><u>Icyiciro cya 2: Raporo ya ECD</u></b>	<b><u>Section 2: ECD report</u></b>	<b><u>Section 2: Rapport de ECD</u></b>
<b><u>Ingingo ya 21: Gukora no gutanga raporo ya ECD</u></b>	<b><u>Article 21: Production and submission of ECD report</u></b>	<b><u>Article 21: Élaboration et transmission de rapport de ECD</u></b>
<p>Ubuyobozi bw'urugo rwa ECD rukorera mu rugo rw'umuturage bukora raporo buri kwezi bukayishyikiriza ubuyobozi bw'Akagari rukoreramo.</p>	<p>The management of a home based ECD services produces a monthly report and submits it to the Cell authority of their area of operation.</p>	<p>La direction de services de ECD à domicile élabore un rapport mensuel qu'elle transmet à l'autorité de Cellule de leurs lieux de travail.</p>
<p>Ubuyobozi bw'ikigo cya ECD cy'icyitegererezo, ubw'ikigo cya ECD, ubw'urugo rwa ECD rukorera hafi y'abatwari n'ubwa serivisi za ECD zo gusura imiryango bukora raporo buri gihembwe, bukayishyikiriza ubuyobozi bw'Umurenge rukoreramo.</p>	<p>The management of a model ECD center, an ECD center, a community based ECD center and home visitation ECD services produces a quarterly report and submits it to the Sector authority of their area of operation.</p>	<p>La direction d'un centre modèle de ECD, d'un centre de ECD, d'un centre de ECD communautaire et des services de ECD par les visites à domicile élabore un rapport trimestriel qu'elle transmet à l'autorité de Secteur de leurs lieux de travail.</p>
<b><u>Ingingo ya 22: Gukusanya no guhuza raporo za ECD</u></b>	<b><u>Article 22: Collecting and compiling ECD reports</u></b>	<b><u>Article 22: Collecte et compilation des rapports de ECD</u></b>
<p>Ubuyobozi bw'Akagari bukusanya buri kwezi raporo zitangwa n'ingo za ECD zikorera mu rugo rw'umuturage, bugategura raporo ikomatanyije y'izo ngo, bukayishyikiriza ubuyobozi bw'Umurenge.</p>	<p>The Cell authority collects reports from home based ECD services, compiles them into a single report, and submits it to the Sector authority on a monthly basis.</p>	<p>L'autorité de Cellule collecte chaque mois les rapports provenant de services de ECD à domicile et prépare un seul rapport compilé et le transmet à l'autorité de Secteur.</p>
<p>Ubuyobozi bw'Umurenge bushingiye kuri raporo zatanze n'ibigo bya ECD by'icyitegererezo, ibigo bya ECD, ingo za ECD zikorera hafi y'abatwari, serivisi za ECD zo gusura imiryango, hamwe na raporo</p>	<p>The Sector authority, based on reports from model ECD centers, ECD centers, community ECD centers and home visitation ECD services, and home based ECD services submitted by the Cell authority, draws up a</p>	<p>L'autorité de Secteur, sur base des rapports provenant de centres modèles de ECD, de centres de ECD, de centres de ECD communautaires, de services de ECD par les visites à domicile et des rapports sur les services</p>

<p>ku ngo za ECD zikorera mu rugo rw'umuturage zatanzwe n'Utugari, bukora raporo buri gihembwe kuri serivisi za ECD, bukayishyikiriza Ubuyobozi bw'Akarere.</p> <p>Ubuyobozi bw'Akarere butegura raporo kuri serivisi za ECD, bukayishyikiriza urwego rw'Igihugu rufite ECD mu nshingano.</p>	<p>quarterly report on the ECD services and transmits it to the District authority.</p> <p>The District authority produces a compiled report on ECD services on a quarterly basis and transmits it to the national authority in charge of ECD.</p>	<p>de ECD à domicile transmis par les autorités de Cellules, élabore un rapport trimestriel sur les services de ECD et le transmet à l'autorité de District.</p> <p>L'autorité de District élabore trimestriellement un rapport compilé de services de ECD et le transmet à l'autorité national ayant ECD dans ses attributions.</p>
<p><b><u>Ingingo ya 23: Ibigize raporo ya ECD</u></b></p>	<p><b><u>Article 23: Content of the ECD report</u></b></p>	<p><b><u>Article 23: Contenu du rapport de ECD</u></b></p>
<p>Raporo ya ECD igomba kugaragaza ibi bikurikira:</p>	<p>The ECD report must include the following information:</p>	<p>Le rapport de ECD doit contenir les informations suivantes:</p>
<p>1° urutonde rw'abana bitabiriye;</p> <p>2° umubare w'abana bategurirwa kwiga amashuri abanza bitewe n'imyaka bafite;</p> <p>3° ibiganiro byahawe ababyeyi;</p> <p>4° uko isuku, ubuzima n'imirire ku bana bihagaze;</p> <p>5° ibibazo abana bahuye na byo n'ingamba zafashwe;</p> <p>6° uruhare rw'ababyeyi, abishingizi cyangwa abandi bantu bashinzwe</p>	<p>1° the children attendance list;</p> <p>2° the number of children ready for primary school based on their age;</p> <p>3° parent education session provided;</p> <p>4° hygiene, health and nutrition status of children;</p> <p>5° incidents that children faced and action taken;</p> <p>6° parents, guardians or others persons with the duty to care for a child and</p>	<p>1° la liste de présence des enfants;</p> <p>2° le nombre des enfants prêts pour l'école primaire en fonction de leur âge;</p> <p>3° les séances éducatives fournies pour les parents;</p> <p>4° l'état d'hygiène, de santé et de nutrition des enfants;</p> <p>5° les incidents que les enfants ont connus et les mesures prises;</p> <p>6° la participation des parents, tuteurs ou autres personnes qui ont le devoir de</p>



<p>kwita ku mwana n'umuryango mu itangwa rya serivisi ECD;</p> <p>7° ukudahezwa kw'abana bafite ibibazo byihariye;</p> <p>8° imbogamizi bahuye na zo.</p> <p><b><u>Icyiciro cya 3:</u> Guhagarika itangwa rya serivisi za ECD</b></p> <p><b><u>Ingingo ya 24:</u> Utanga serivisi za ECD uzihagarika ku mpamvu ze bwite</b></p> <p>Utanga serivisi za ECD ushaka guhagarika itangwa ryazo agomba kunyura mu nzira zikurikira:</p> <p>1° gutanga ubusabe mu nyandiko mu buyobozi bw'Akarere asaba uruhushya rwo guhagarika serivisi za ECD mu minsi mirongo cyenda (90) mbere yo guhagarika gutanga serivisi;</p> <p>2° gusobanura neza impamvu ashaka guhagarika gutanga serivisi;</p> <p>3° Akarere kamenyeshya utanga serivisi za ECD icyemezo kafashe mu minsi mirongo itatu (30) ibarwa uherye</p>	<p>community participation in ECD service provision;</p> <p>7° inclusion for children with special needs;</p> <p>8° encountered challenges.</p> <p><b><u>Section 3:</u> Closing the ECD services provision</b></p> <p><b><u>Article 24:</u> Service provider of ECD closing for his or her own reasons</b></p> <p>An ECD service provider intending to close his or her ECD services must follow the following steps:</p> <p>1° to request in writing to the District authorities the permission for closing ECD services within ninety (90) days before closing the service provision;</p> <p>2° to state clearly the reason why he or she intends to close the service provision;</p> <p>3° the District communicates its decision to the ECD service provider within thirty (30) days from the receipt of the</p>	<p>prendre soin de l'enfant et celle de la communauté à la prestation de services de ECD;</p> <p>7° l'inclusion des enfants ayant des besoins spéciaux;</p> <p>8° les défis rencontrés.</p> <p><b><u>Section 3:</u> Fermeture de la prestation de services de ECD</b></p> <p><b><u>Article 24:</u> Fermeture par le prestataire de services de ECD pour ses propres raisons</b></p> <p>Un prestataire de services de ECD qui souhaite la fermeture de ses services de ECD doit suivre les étapes suivantes:</p> <p>1° demander par écrit aux autorités de District l'autorisation de fermeture des services de ECD endéans quatre-vingt-dix (90) jours avant la fermeture de la prestation de services;</p> <p>2° indiquer clairement les raisons pour lesquelles il souhaite fermer la prestation de services;</p> <p>3° le District notifie la décision prise au prestataire de services de ECD endéans trente (30) jours à partir de la réception</p>
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<p>igihe kakiriye ubusabe kakabimenyesha urwego rufite ECD mu nshingano na Minisitiri ufite kurengera umwana mu nshingano ze.</p> <p><b><u>Ingingo ya 25:</u> Guhagarika itangwa rya serivisi za ECD bikozwe n'ubuyobozi bireba</b></p> <p>Ubuyobozi bwemereye serivisi za ECD gukora hakurikijwe ibiteganywa mu ngingo ya 5 y'iri teka, buhagarika itangwa rya serivisi za ECD iyo:</p> <ol style="list-style-type: none"> <li>1° habayeho kutuzuzwa ibipimo ngenderwaho, amahame n'amabwiriza by'ingo za ECD;</li> <li>2° hagaragaye icyorezo cyangwa indwara yanduza ishobora kwanduza abana;</li> <li>3° habaye ivangura iryo ari ryo ryose rikorewe abana cyangwa abakozi;</li> <li>4° hari amakuba ashobora kubaho kandi akabangamira abana;</li> <li>5° hari indi mpamvu Akarere kabona ari ngombwa.</li> </ol>	<p>request and informs the authority in charge of ECD and the Ministry in charge of child protection.</p> <p><b><u>Article 25:</u> Closing ECD services provision by relevant authorities</b></p> <p>The authority that accredited ECD service in accordance with the provisions of Article 5 of this Order, closes the provision of the service in case of:</p> <ol style="list-style-type: none"> <li>1° non-compliance with ECD standards, principles and regulations;</li> <li>2° occurrence of pandemic or contagious disease that can affect children;</li> <li>3° any kind of discrimination towards children or staff members;</li> <li>4° potential hazards that may occur and affect children;</li> <li>5° any other ground considered relevant by the District.</li> </ol>	<p>de la demande et en informe l'autorité ayant ECD dans ses attributions et le Ministère ayant la protection de l'enfant dans ses attributions.</p> <p><b><u>Article 25:</u> Fermeture de la prestation de services de ECD par les autorités concernées</b></p> <p>L'autorité qui a accrédité les services de ECD conformément aux dispositions de l'article 5 du présent arrêté, ferme la prestation de ce service lorsqu'il y a:</p> <ol style="list-style-type: none"> <li>1° la non-conformité aux normes, principes et règlements de ECD;</li> <li>2° l'apparition d'une pandémie ou d'une maladie contagieuse pouvant affecter les enfants;</li> <li>3° toute forme de discrimination envers les enfants ou les membres du personnel;</li> <li>4° les dangers potentiels pouvant survenir et affecter la vie des enfants;</li> <li>5° tout autre motif jugé pertinent par le District.</li> </ol>
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<p><b>UMUTWE WA IV: INGINGO Y'INZIBACYUHO N'IZISOZA</b></p>	<p><b>CHAPTER IV: TRANSITIONAL AND FINAL PROVISIONS</b></p>	<p><b>CHAPITRE IV: DISPOSITIONS TRANSITOIRES ET FINALES</b></p>
<p><b><u>Ingingo ya 26:</u> Igihe cyo kubahiriza ibiteganywa n'iri teka</b></p>	<p><b><u>Article 26:</u> Period for compliance with provisions of this Order</b></p>	<p><b><u>Article 26:</u> Période pour se conformer aux dispositions du présent arrêté</b></p>
<p>Ibigo bya ECD bisanzwe bikora bihawe igihe cy'amezi cumi n'abiri (12) uhereye igihe iri teka ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda, kugira ngo bibe byujuje ibipimo ngenderwaho by'ibigo bya ECD no kwiyandikisha mu buyobozi bw'aho bikorera.</p>	<p>All existing ECD centers have twelve (12) months from the publication of this Order in the Official Gazette of the Republic of Rwanda to upgrade them to the standardised ECD centers and to register before the authority of their area of operation.</p>	<p>Tous les centres de ECD existants disposent d'une période de douze (12) mois à partir de la publication du présent arrêté au Journal Officiel de la République du Rwanda pour atteindre le niveau standard des centres de ECD et se faire enregistrer auprès des autorités de leurs lieux de travail.</p>
<p><b><u>Ingingo ya 27:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka</b></p>	<p><b><u>Article 27:</u> Repealing provision</b></p>	<p><b><u>Article 27:</u> Disposition abrogatoire</b></p>
<p>Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.</p>	<p>All prior provisions contrary to this Order are repealed.</p>	<p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p>
<p><b><u>Ingingo ya 28:</u> Igihe iri teka ritangirira gukurikizwa</b></p>	<p><b><u>Article 28:</u> Commencement</b></p>	<p><b><u>Article 28:</u> Entrée en vigueur</b></p>
<p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>

<p>Kigali, ku wa 03/06/2020</p> <p>(sé)</p> <p><b>Prof. BAYISENGE Jeannette</b> Minisitiri w'Uburinganire n'Iterambere ry'Umuryango</p>	<p>Kigali, on 03/06/2020</p> <p>(sé)</p> <p><b>Prof. BAYISENGE Jeannette</b> Minister of Gender and Family Promotion</p>	<p>Kigali, le 03/06/2020</p> <p>(sé)</p> <p><b>Prof. BAYISENGE Jeannette</b> Ministre du Genre et de la Promotion de la Famille</p>
<p><b>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p><b>Seen and sealed with the Seal of the Republic:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Minister of Justice/Attorney General</p>	<p><b>Vu et scellé du Sceau de la République:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Ministre de la Justice/Garde des Sceaux</p>

<p><b>AMABWIRIZA YA MINISITIRI N° 29 YO KU WA 03/06/2020 YEREKEYE UBUCURUZI BW'IMYAKA</b></p>	<p><b>MINISTERIAL INSTRUCTIONS N° 29 OF 03/06/2020 RELATING TO TRADE OF AGRICULTURAL COMMODITIES</b></p>	<p><b>INSTRUCTIONS MINISTÉRIELLES N° 29 DU 03/06/2020 RELATIVES AU COMMERCE DES PRODUITS AGRICOLES</b></p>
<p><b><u>ISHAKIRO</u></b></p>	<p><b><u>TABLE OF CONTENTS</u></b></p>	<p><b><u>TABLE DES MATIÈRES</u></b></p>
<p><b><u>Ingingo ya mbere:</u> Icyo aya mabwiriza agamije</b></p>	<p><b><u>Article One:</u> Purpose of these Instructions</b></p>	<p><b><u>Article premier:</u> Objet des présentes instructions</b></p>
<p><b><u>Ingingo ya 2:</u> Ibisobanuro by'amagambo</b></p>	<p><b><u>Article 2:</u> Definitions</b></p>	<p><b><u>Article 2:</u> Définitions</b></p>
<p><b><u>Ingingo ya 3:</u> Ibirebwa n'aya mabwiriza</b></p>	<p><b><u>Article 3:</u> Scope of application</b></p>	<p><b><u>Article 3:</u> Champs d'application</b></p>
<p><b><u>Ingingo ya 4:</u> Abemerewe gucuruza imyaka</b></p>	<p><b><u>Article 4:</u> Persons authorised to trade in agricultural commodities</b></p>	<p><b><u>Article 4:</u> Personnes autorisées à exercer le commerce des produits agricoles</b></p>
<p><b><u>Ingingo ya 5:</u> Amasezerano yo kugura umusaruro</b></p>	<p><b><u>Article 5:</u> Production purchase agreement</b></p>	<p><b><u>Article 5:</u> Contrat d'achat de la production</b></p>
<p><b><u>Ingingo ya 6:</u> Kubuza kugurisha cyangwa kugura imyaka ikiri mu murima</b></p>	<p><b><u>Article 6:</u> Prohibition of selling or purchasing unharvested agricultural commodities</b></p>	<p><b><u>Article 6:</u> Interdiction de vendre ou acheter des produits agricoles non récoltés</b></p>
<p><b><u>Ingingo ya 7:</u> Ahacururizwa imyaka</b></p>	<p><b><u>Article 7:</u> Trading places of agricultural commodities</b></p>	<p><b><u>Article 7:</u> Lieux de commercialisation des produits agricoles</b></p>
<p><b><u>Ingingo ya 8:</u> Iminzani ikoreshwa mu bucuruzi bw'imyaka</b></p>	<p><b><u>Article 8:</u> Scales used in trade of agricultural commodities</b></p>	<p><b><u>Article 8:</u> Balances utilisées dans le commerce des produits agricoles</b></p>

<p><b><u>Ingingo ya 9:</u> icyemezo cy'ubuziranenge</b></p>	<p><b><u>Article 9:</u> Sanitary and phytosanitary certificate</b></p>	<p><b><u>Article 9:</u> Certificat sanitaire et phytosanitaire</b></p>
<p><b><u>Ingingo ya 10:</u> Imipaka na gasutamo byemewe</b></p>	<p><b><u>Article 10:</u> Authorised border posts or customs entry</b></p>	<p><b><u>Article 10:</u> Postes frontières ou douanes autorisées</b></p>
<p><b><u>Ingingo ya 11:</u> Ivanwaho ry'ingingo z'amabwiriza zinyuranyije n'aya mabwiriza</b></p>	<p><b><u>Article 11:</u> Repealing provision</b></p>	<p><b><u>Article 11:</u> Disposition abrogatoire</b></p>
<p><b><u>Ingingo ya 12:</u> Igihe aya mabwiriza atangirira gukurikizwa</b></p>	<p><b><u>Article 12:</u> Commencement</b></p>	<p><b><u>Article 12:</u> Entrée en vigueur</b></p>

<p><b>AMABWIRIZA YA MINISITIRI N° 29 YO KU WA 03/06/2020 YEREKEYE UBUCURUZI BW'IMYAKA</b></p> <p><b>Minisitiri w'Ubucuruzi n'Inganda;</b></p> <p>Amaze kubona amakosa yerekeye ubucuruzi bw'imyaka imbere mu Gihugu;</p> <p>Amaze kubona amakosa akorwa na bamwe mu bacuruzi bohereza imyaka mu mahanga;</p> <p>Amaze kubona ko ubucuruzi bw'imyaka itumizwa mu mahanga bukorwa mu kajagari;</p> <p>Ashingiye ku byifuzonama by'inama zinyuranye zasuzumye ibibazo birebana n'ubucuruzi bw'imyaka;</p> <p>Amaze kubona ko ari ngombwa gukemura ibibazo byerekeye ubucuruzi bw'imyaka;</p> <p><b>ATANZE AMABWIRIZA AKURIKIRA:</b></p>	<p><b>MINISTERIAL INSTRUCTIONS N° 29 OF 03/06/2020 RELATING TO TRADE OF AGRICULTURAL COMMODITIES</b></p> <p><b>The Minister of Trade and Industry;</b></p> <p>Considering malpractices relating to trade of agricultural commodities inside the country;</p> <p>Considering malpractices committed by some agricultural commodities exporters;</p> <p>Considering that trade in importing agricultural commodities is done in a disorderly manner;</p> <p>Pursuant to recommendations of various meetings which have examined issues relating to the trade of agricultural commodities;</p> <p>Having realised that there is a need to resolve issues relating to trade of agricultural commodities;</p> <p><b>ISSUES THE FOLLOWING INSTRUCTIONS:</b></p>	<p><b>INSTRUCTIONS MINISTÉRIELLES N° 29 DU 03/06/2020 RELATIVES AU COMMERCE DES PRODUITS AGRICOLES</b></p> <p><b>Le Ministre du Commerce et de l'Industrie;</b></p> <p>Considérant les fautes relatives au commerce des produits agricoles à l'intérieur du pays;</p> <p>Considérant les fautes commises par certains commerçants qui exportent des produits agricoles;</p> <p>Considérant que le commerce des produits agricoles importés se fait de manière désordonnée;</p> <p>Vu des recommandations de diverses réunions qui ont examiné des questions relatives au commerce des produits agricoles;</p> <p>Ayant réalisé qu'il est nécessaire de résoudre les questions relatives au commerce des produits agricoles;</p> <p><b>ÉMET LES INSTRUCTIONS SUIVANTES:</b></p>
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<p><b><u>Ingingo ya mbere: icyo aya mabwiriza agamije</u></b></p> <p>Aya mabwiriza ashiraho imirongo ngenderwaho hagamijwe kunoza no gukora mu buryo buboneye ubucuruzi bw’imyaka.</p> <p><b><u>Ingingo ya 2: Ibisobanuro by’amagambo</u></b></p> <p>Muri aya mabwiriza, amagambo akurikira afite ibisobanuro bikurikira:</p> <p>1° <b>imyaka:</b> umusaruro ukomoka ku bihingwa ushobora gucuruzwa, ugizwe n’ibinyampeke n’ibinyamisogwe, uretse umuceri;</p> <p>2° <b>umudandaza w’imyaka:</b> umucuruzi ugurisha imyaka umuguzi wa nyuma ku kigero kitarenga ibiro magana atanu (kg 500) ku muni;</p> <p>3° <b>umucuruzi uranguza cyangwa urangura imyaka:</b> umucuruzi ugura cyangwa ugurisha imyaka iri ku kigero kirenga ibiro magana atanu na kimwe (kg 501) ku muni.</p>	<p><b><u>Article One: Purpose of these Instructions</u></b></p> <p>These Instructions provide guidelines for improvement and fair practice of trade of agricultural commodities.</p> <p><b><u>Article 2: Definitions</u></b></p> <p>In these Instructions, the following terms have the following meanings:</p> <p>1° <b>agricultural commodities:</b> crops subject to trading that include cereals and legumes, except rice;</p> <p>2° <b>retailer of agricultural commodities:</b> a trader who sells agricultural commodities to the last consumer in a quantity not exceeding five hundred kilograms (kg 500) per day;</p> <p>3° <b>wholesaler of agricultural commodities:</b> a trader who buys or sells agricultural commodities in a quantity exceeding five hundred and one kilograms (501 kg) per day.</p>	<p><b><u>Article premier: Objet des présentes instructions</u></b></p> <p>Les présentes instructions prévoient les lignes directrices pour l’amélioration et la pratique équitable du commerce des produits agricoles.</p> <p><b><u>Article 2: Définitions</u></b></p> <p>Dans les présentes instructions, les termes ci-après ont les significations suivantes:</p> <p>1° <b>produits agricoles:</b> produits de base des cultures qui font l’objet de commerce qui comprennent les céréales et les légumineuses, sauf le riz;</p> <p>2° <b>détaillant des produits agricoles:</b> commerçant qui vend au dernier consommateur des produits agricoles d’une quantité qui ne dépasse pas cinq cent kilogrammes (500 kg) par jour;</p> <p>3° <b>grossiste des produits agricoles:</b> un commerçant qui achète ou vend des produits agricoles d’une quantité supérieure à cinq cent et un kilogrammes (501 kg) par jour.</p>
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<p><b><u>Ingingo ya 3: Ibirebwa n’aya mabwiriza</u></b></p> <p>Aya mabwiriza areba amakoperative na sosiyete z’ubucuruzi bikora ubucuruzi bw’imyaka.</p> <p><b><u>Ingingo ya 4: Abemerewe gucuruza imyaka</u></b></p> <p>Abemerewe gucuruza imyaka ni amakoperative n’amasosiyete y’ubucuruzi bifite ibyangombwa bitangwa n’inzego zibifitiye ububasha.</p> <p><b><u>Ingingo ya 5: Amasezerano yo kugura umusaruro</u></b></p> <p>Umucuruzi w’imyaka n’inganda zitunganya umusaruro ukomoka ku buhinzi bashobora kugirana amasezerano yo kugura umusaruro n’abahinzi, koperative cyangwa ihuriro ry’amakoperative y’abahinzi kuva mu ihinga kugeza mu isarura.</p>	<p><b><u>Article 3: Scope of application</u></b></p> <p>These Instructions apply to cooperatives and companies involved in trading of agricultural commodities.</p> <p><b><u>Article 4: Persons authorised to trade in agricultural commodities</u></b></p> <p>Persons authorised to trade in agricultural commodities are cooperatives and companies with authorisation issued by competent organs.</p> <p><b><u>Article 5: Production purchase agreement</u></b></p> <p>A trader of agricultural commodities and factories processing agricultural production may enter into production purchase agreement with farmers, cooperative or farmers’ cooperative forums, from planting to harvest.</p>	<p><b><u>Article 3: Champs d’application</u></b></p> <p>Les présentes instructions s’appliquent aux coopératives et aux sociétés commerciales impliquées dans le commerce des produits agricoles.</p> <p><b><u>Article 4: Personnes autorisées à exercer le commerce des produits agricoles</u></b></p> <p>Les personnes autorisées à exercer le commerce des produits agricoles sont les coopératives et les sociétés commerciales qui ont l’autorisation délivrée par les organes compétents.</p> <p><b><u>Article 5: Contrat d’achat de la production</u></b></p> <p>Un commerçant de produits agricoles et les usines de traitement de la production agricole peuvent conclure les contrats d’achat de la production avec les agriculteurs, les sociétés coopératives ou les forums de coopératives d’agriculteurs depuis la culture jusqu’à la récolte.</p>
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<p><b><u>Ingingo ya 6: Kubuza kugurisha cyangwa kugura imyaka ikiri mu murima</u></b></p> <p>Umucuruzi w’imyaka cyangwa uruganda rutunganya umusaruro ukomoka ku buhinzi ntibemerewe kugura cyangwa kugurisha imyaka ikiri mu murima.</p> <p><b><u>Ingingo ya 7: Ahacururizwa imyaka</u></b></p> <p>Umucuruzi ugura imyaka agamije kuyiranguza agomba kuyigurira ku makusanyirizo kandi agomba kubahiriza igiciro fatizo kiba cyashyizweho na Minisiteri ifite ubucuruzi mu nshingano zayo.</p> <p>Umucuruzi uranguza cyangwa urangura imyaka agomba gukorera ubucuruzi bwe mu masoko yo kurangurizwamo imyaka yagenwe n’Akarere ko mu Ntara cyangwa Umujyi wa Kigali.</p> <p>Umudandaza w’imyaka agomba gukorera ubucuruzi bwe mu masoko n’ahandi hagenewe ubucuruzi.</p>	<p><b><u>Article 6: Prohibition of selling or purchasing unharvested agricultural commodities</u></b></p> <p>A trader of agricultural commodities or a factory processing agricultural production is not authorised to sell or purchase unharvested agricultural commodities.</p> <p><b><u>Article 7: Trading places of agricultural commodities</u></b></p> <p>A trader who purchases agricultural commodities for wholesale purpose, must do so from collection centres and must observe the reference price fixed by the Ministry in charge of commerce.</p> <p>A wholesaler of agricultural commodities must carry out his or her commercial activity in the markets determined by the District of the Province or the City of Kigali for wholesale.</p> <p>A retailer of agricultural commodities must carry out his or her commercial activity in the markets and other places meant for trading activities.</p>	<p><b><u>Article 6: Interdiction de vendre ou acheter des produits agricoles non récoltés</u></b></p> <p>Un commerçant des produits agricoles ou une usine de traitement de la production agricole ne sont pas autorisés de vendre ou acheter les produits agricoles non récoltés.</p> <p><b><u>Article 7: Lieux de commercialisation des produits agricoles</u></b></p> <p>Un commerçant qui achète des produits agricoles à des fins de commerce en gros doit les acheter auprès des centres de collecte et il doit respecter le prix de référence fixé par le Ministère ayant le commerce dans ses attributions.</p> <p>Un grossiste des produits agricoles doit exercer son activité commerciale dans les marchés déterminés par le District de la Province ou la Ville de Kigali pour la vente en gros.</p> <p>Un détaillant des produits agricoles doit exercer son activité commerciale dans les marchés ou autres lieux destinés aux activités commerciales.</p>
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<p><b><u>Ingingo ya 8: Iminzani ikoresha mu bucuruzi bw'imyaka</u></b></p> <p>Umucuruzi w'imyaka agomba gukoresha umunzani wujuje ubuziranenge kandi wagenzuwe n'urwego rubifitiye ububasha.</p> <p><b><u>Ingingo ya 9: icyemezo cy'ubuziranenge</u></b></p> <p>Umucuruzi wohera cyangwa utumiza imyaka mu mahanga agomba gusaba, mu nyandiko, icyemezo cy'ubuziranenge gitangwa n'urwego rubifitiye ububasha.</p> <p><b><u>Ingingo ya 10: Imipaka na gasutamo byemewe</u></b></p> <p>Umucuruzi w'imyaka wohera cyangwa utumiza mu mahanga imyaka agomba kohera cyangwa gutumiza imyaka mu mahanga akoresheje imipaka cyangwa gasutamo byemewe n'amategeko.</p> <p><b><u>Ingingo ya 11: Ivanwaho ry'ingingo z'amabwiriza zinyuranyije n'aya mabwiriza</u></b></p> <p>Ingingo zose z'amabwiriza abanziriza aya zinyuranyije na yo zivanyweho.</p>	<p><b><u>Article 8: Scales used in trade of agricultural commodities</u></b></p> <p>A trader of agricultural commodities must use a scale that meets the required standards and verified by the competent organ.</p> <p><b><u>Article 9: Sanitary and phytosanitary certificate</u></b></p> <p>A trader who exports or imports agricultural commodities must apply, in writing, for a sanitary and phytosanitary certificate issued by the competent organ.</p> <p><b><u>Article 10: Authorised border posts and customs entry</u></b></p> <p>An importer or exporter of agricultural commodities must import or export the agricultural commodities through legally recognised border posts or customs entry.</p> <p><b><u>Article 11: Repealing provision</u></b></p> <p>All prior provisions of instructions contrary to these Instructions are repealed.</p>	<p><b><u>Article 8: Balances utilisées dans le commerce des produits agricoles</u></b></p> <p>Un commerçant des produits agricoles doit utiliser une balance conforme aux normes requises et contrôlée par l'organe compétent.</p> <p><b><u>Article 9: Certificat sanitaire et phytosanitaire</u></b></p> <p>Un commerçant qui exporte ou importe les produits agricoles doit demander, par écrit, le certificat sanitaire et phytosanitaire délivré par l'organe compétent.</p> <p><b><u>Article 10: Postes frontières et douanes autorisées</u></b></p> <p>Un exportateur ou importateur des produits agricoles doit exporter ou importer les produits agricoles par les postes frontières ou douanes autorisées.</p> <p><b><u>Article 11: Disposition abrogatoire</u></b></p> <p>Toutes les dispositions des instructions antérieures contraires aux présentes instructions sont abrogées.</p>
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<p><b><u>Ingingo ya 12: Igihe aya mabwiriza atangirira gukurikizwa</u></b></p> <p>Aya mabwiriza atangira gukurikizwa ku muni yashyiriweho umukono.</p>	<p><b><u>Article 12: Commencement</u></b></p> <p>These Instructions come into force on the date of their signature.</p>	<p><b><u>Article 12: Entrée en vigueur</u></b></p> <p>Les présentes instructions entrent en vigueur le jour de leur signature.</p>
<p>Kigali, ku wa 03/06/2020</p> <p>(sé)</p> <p><b>HAKUZIYAREMYE M. Soraya</b> Minisitiri w'Ubucuruzi n'Inganda</p>	<p>Kigali, on 03/06/2020</p> <p>(sé)</p> <p><b>HAKUZIYAREMYE M. Soraya</b> Minister of Trade and Industry</p>	<p>Kigali, le 03/06/2020</p> <p>(sé)</p> <p><b>HAKUZIYAREMYE M. Soraya</b> Ministre du Commerce et de l'Industrie</p>
<p><b>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p><b>Seen and sealed with the Seal of the Republic:</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Minister of Justice/Attorney General</p>	<p><b>Vu et scellé du Sceau de la République</b></p> <p>(sé)</p> <p><b>BUSINGYE Johnston</b> Ministre de la Justice/Garde des Sceaux</p>



**REPUBLIKA Y'U RWANDA  
KOMISIYO Y'IGIHUGU Y'AMATORA**



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**AMABWIRIZA N° 01/2020 YO KU WA 30/04/2020 YA KOMISIYO  
Y'IGIHUGU Y'AMATORA AGENA IMIGENDEKERE Y'AMATORA  
Y'ABAGIZE KOMITE Y'ABUNZI**

**Gicurasi, 2020**

**UMUTWE WA MBERE: INGINGO RUSANGE**

**Ingingo ya mbere:** icyo aya mabwiriza agamije

**UMUTWE WA II: UMUBARE W'ABAKANDIDA NO KWIYAMAMAZA**

**Ingingo ya 2:** Umubare w'Abakandida batorwa muri buri Mudugudu

**Ingingo ya 3:** Umubare w'Abakandida batorwa muri buri Kagari

**Ingingo ya 4:** Igihe cyo kwiyamamaza gihabwa abakandida

**Ingingo ya 5:** Gukurikirana umukandida wiyamamaje mu buryo bunyuranyije n'amategeko

**UMUTWE WA III: IMIGENDEKERE Y'ITORA**

**Ingingo ya 6:** Abayobora amatora

**Ingingo ya 7:** Igihe abayobora itora bagomba kugerera aho amatora abera

**Ingingo ya 8:** Kuzuza inyandiko itangiza itora

**Ingingo ya 9:** Iyubahiriza ry'ihame ry'uburinganire mu itora

**Ingingo ya 10:** Ibarura ry'amajwi

**Ingingo ya 11:** Gukemura ikibazo cy'abakandida banganyije amajwi

**Ingingo ya 12:** Kuzuza inyandikomvugo isoza itora

**Ingingo ya 13:** Kuzuza inyandikomvugo y'ibyavuye mu matora

**Ingingo ya 14:** Uburyo amatora y'abakandida akorwa

**Ingingo ya 15:** Uburyo itora rikorwa ku rwego rw'Akagari

**Ingingo ya 16:** Itora rya Biro ya Komite y'Abunzi ku rwego rw'Akagari

**Ingingo ya 17:** Uburyo itora rikorwa ku rwego rw'Umurenge

**Ingingo ya 18:** Itora rya Biro ya Komite y'Abunzi ku rwego rw'Umurenge

**UMUTWE WA IV: INGINGO ZISOZA**

**Ingingo ya 19:** Ivanwaho ry'ingingo zinyuranyije n'aya mabwiriza

**Ingingo ya 20:** Igihe aya mabwiriza atangirira gukurikizwa

**Inama y’Abakomiseri,**

Ishingiye ku Iteka rya Perezida n° 95/01 ryo ku wa 18/09/2019 rigena uko amatora y’abagize Komite y’Abunzi akorwa cyane cyane mu ngingo yaryo ya 2;

Imaze kubisuzuma no kubyemeza mu nama yayo yo ku wa 30 Mata 2020,

**Itanze amabwiriza akurikira.**

**UMUTWE WA MBERE: INGINGO RUSANGE**

**Ingingo ya mbere: icyo aya mabwiriza agamije**

Aya mabwiriza akena imigendekere y’amatora y’abagize Komite y’Abunzi.

**UMUTWE WA II: UMUBARE W’ABAKANDIDA NO KWIYAMAMAZA**

**Ingingo ya 2: Umubare w’Abakandida batorwa muri buri Mudugudu**

Umubare w’abakandida batorwa muri buri Mudugudu ugenwa hashingiwe ku mubare w’Imidugudu igize Akagari.

Buri Kagari kagomba kugira abakandida **nibura makumyabiri n’umwe (21)**, kuko kagomba kohereza ku Murenge abakandida **batarenze barindwi (7)** no gusigarana abakandida **nibura cumi n’abane (14)** batorwamo Abunzi barindwi (7) n’abasimbura babo ku rwego rw’Akagari.

Imbonerahamwe ikurikira igaragaza umubare w’abakandida batangwa na buri Mudugudu.

<b>Imidugudu igize Akagari</b>	<b>Abakandida batangwa na buri Mudugudu</b>	<b>Abakandida b’abagore (30%)</b>
Kuva ku Midugudu 25 kugeza kuri 12	2	nibura umwe (1)
Kuva ku Midugudu 11 kugeza kuri 7	3	nibura umwe (1)
Imidugudu 6	4	nibura babiri (2)
Imidugudu 5	5	nibura babiri (2)
Imidugudu 4	6	nibura babiri (2)
Imidugudu 3	7	nibura babiri (3)
Imidugudu 2	11	nibura bane (4)

Abakandida batangwa n’Imidugudu ni bo batorwamo abakandida boherezwa ku rwego rw’Umurenge bakanatorwamo abagize Komite y’Abunzi ku rwego rw’Akagari.

**Ingingo ya 3: Umubare w’Abakandida batorwa muri buri Kagari**

Umubare w’abakandida batorwa muri buri Kagari ugenwa hashingiwe ku mubare w’Utugari tugize Umurenge.

Buri Murenge ugomba kugira abakandida **nibura cumi na bane (14)**, batorwamo Abunzi barindwi (7) n’abasimbura babo. Imbonerahamwe ikurikira igaragaza umubare w’abakandida batangwa na buri Kagari.

<b>Utugari tugize Umurenge</b>	<b>Abakandida batangwa na buri Kagari</b>	<b>Abakandida b’abagore (30%)</b>
Kuva ku Tugari 11 kugeza kuri 7	2	nibura umwe (1)
Kuva ku Tugari 6 kugeza kuri 5	3	nibura umwe (1)
Utugari 4	4	nibura abakandida babiri (2)
Utugari 3	5	nibura abakandida babiri (2)
Utugari 2	7	nibura abakandida babiri (3)

**Ingingo ya 4: Igihe cyo kwiyamamaza gihabwa abakandida**

Abakandida bahabwa igihe kingana cyo kwiyamamaza kitarenze iminota itanu (5).

**Ingingo ya 5: Gukurikirana umukandida wiyamamaje mu buryo bunyuranyije n’amategeko**

Bitabangamiye ibiteganywa n’andi mategeko, umukandida wiyamamaje mu buryo bunyuranyije n’amategeko avanwa ku rutonde rw’abakandida.

**UMUTWE WA III: IMIGENDEKERE Y’ITORA**

**Ingingo ya 6: Abayobora amatora**

Ku Mudugudu itora riyoborwa n’Umuhuzabikorwa w’itora afatanyije n’abaseseri batatu (3).

Ku rwego rw’Akagari, itora riyoborwa na Perezida w’ibiro by’itora by’aho amatora abera afatanyije n’abaseseri babiri (2). Ku rwego rw’Umurenge akayoborwa n’Ushinzwe ibikorwa by’amatora mu Murenge afatanyije n’abaseseri babiri (2).

**Ingingo ya 7: Igihe abayobora itora bagomba kugerera aho amatora abera**

Ku muni w’itora, abayobora itora bagomba kuba bageze aho amatora abera saa kumi n’ebiyiri za mu gitondo (6:00am), kugira ngo isaha itora ritangiriraho yubahirizwe.

**Ingingo ya 8: Kuzuzanya inyandiko itangiza itora**

Umuhuzabikorwa w’itora yuzuzanya inyandikomvugo itangiza itora ku rwego rw’Umudugudu, ku rwego rw’Akagari no ku rwego rw’Umurenge. Imiterere y’inyandikomvugo itangiza itora iri ku mugereka wa I w’aya Mabwiriza.

**Ingingo ya 9: Iyubahiriza ry’ihame ry’uburinganire mu itora**

Kugira ngo ihame rya mirongo itatu kw’ijana (30%) by’abakandida b’abagore muri Komite y’Abunzi ryubahirizwe ku rwego rw’Umudugudu n’Akagari, mu gutora abakandida boherezwa ku rwego rwisumbuye habanza gutorwa abakandida b’abagore, hashingiwe ku



myanya bagenewe nk'uko iteganywa mu mbonerahamwe iri mu ngingo ya 2 n'aya 3 z'aya Mabwiriza. Imyanya isigaye igahatanirwa n'abagabo n'abagore.

Mu matora y'Abagize Komite y'Abunzi ku rwego rw'Akagari cyangwa rw'Umurenge, abagore n'abagabo batorerwa rimwe. Nyuma y'amatora iyo bigaragaye ko mu bunzi barindwi (7) batowe hatarimo nibura mirongo itatu ku ijana (30%) by'abagore, ni ukuvuga abagore batatu (3), umugore cyangwa abagore baza ku myanya y'imbere mu basimbura batowe bahita basimbura umugabo cyangwa abagabo batowe ku mwanya cyangwa ku myanya ya nyuma.

Ku rwego rw'Akagari n'Umurenge iyo mu bunzi batowe nta mugore n'umwe urimo, itora risubirwamo ku myanya yagenewe abagore, abagore gusa akaba ari bo batorwa. Umugore cyangwa abagore batowe bahita bashyirwa mu bunzi barindwi (7) batowe, bagasimbura abagabo bari ku myanya ya nyuma ku rutonde rw'abatowe.

### **Ingingo ya 10: Ibarura ry'amajwi**

Abayoboye itora babarura amajwi itora rikirangira, bigakorera aho itora ryabereye, imbere y'abagize inteko itora n'abandi baturage bahari.

Ibarura ry'amajwi rikorwa n'Umuhuzabikorwa w'itora afashijwe n'abaseseri bayoboye amatora.

### **Ingingo ya 11: Gukemura ikibazo cy'abakandida banganyije amajwi**

Iyo hari abakandida banganyije amajwi ku buryo umubare wa ngombwa urenga, hakoreshwa tombola, kugira ngo hasigaye umubare wagenwe. Tombola ikorwa mbere yo kuzura imyanya yagenewe abagore.

Uyobora itora ategura udupapuro tungana n'umubare w'abanganyije amajwi ba nyuma. Ku dupapuro tungana n'umubare w'abasigaye kugira ngo umubare wa ngombwa wuzure, yandikaho "YEGO", udusigaye akatwandikaho "OYA".

Iyo udupapuro tuvugwa mu gika cya kabiri (2) cy'iyi ngingo tumaze kuzingwa neza, dushyirwa ahagaragara kugira ngo buri mukandida mu banganyije amajwi ahitemo kamwe. Abakandida bahisemo utwanditseho "YEGO" ni bo baba batowe.

### **Ingingo ya 12: Kuzura inyandikomvugo isoza itora**

Umuhuzabikorwa w'itora yuzura inyandikomvugo isoza itora ku rwego rw'Umudugudu, ku rwego rw'Akagari no ku rwego rw'Umurenge. Imiterere y'iyi nyandikomvugo isoza itora iri ku mugereka wa II w'aya mabwiriza.

### **Ingingo ya 13: Kuzura inyandikomvugo y'ibyavuye mu matora**

Umuhuzabikorwa w'itora yuzura inyandikomvugo z'ibyavuye mu matora ku rwego rw'Umudugudu, ku rwego rw'Akagari no ku rwego rw'Umurenge. Imiterere y'izo nyandikomvugo iri ku mugereka wa IV, uwa V n'uwa VI y'aya mabwiriza.

### **Ingingo ya 14: Uburyo amatora y'abakandida akorwa**

Mu gihe cy'itora ku rwego rw'Umudugudu, umukandida uba ahagaze imbere y'abamatora,

ntiyemerewe guhindukira kugeza igihe ibarura ry'amajwi rirangiriye.

Abatora na bo ntibemerewe kuva ku murongo ibarura ry'amajwi ritarangira.

Abayobora itora bahita babara umubare w'abatonze umurongo inyuma ya buri mukandida.

Urutonde rw'abakandida barushije abandi amajwi bangana n'umubare wa ngombwa uvugwa mu ngingo ya 2 y'aya Mabwiriza rwoherezwa ku rwego rw'Akagari.

Iyo hari abakandida banganyije amajwi, hakorwa tombola hakurikijwe uburyo buteganywa mu ngingo ya 11 y'aya mabwiriza kugira ngo hemezwe uwatowe.

#### **Ingingo ya 15: Uburyo itora rikorwa ku rwego rw'Akagari**

Mbere y'uko itora rya Komite y'Abunzi riba, Inama Njyanama ku rwego rw'Akagari itora abakandida b'Abunzi boherezwa ku rwego rw'Umurenge, hashingiwe ku biteganywa mu ngingo ya 3 y'aya mabwiriza.

Abifuzaga gutorerwa kuba abakandida ku rwego rw'Umurenge barabimenyekanisha bagahabwa umwanya wo kubiyamamariza imbere y'inteko itora.

Utoraga yandika ku rupapuro rugenwa na Komisiyo y'Igihugu y'Amatora amazina y'abakandida yihitiyemo batarenze umubare wagenewe Akagari. Iyo arengeje uwo mubare, urupapuro yatoyeho ruba imfabusa.

Nyuma y'itoraga ry'abakandida boherezwa ku Murenge, Inama Njyanama y'Akagari itora Abagize Komite y'Abunzi ku rwego rw'Akagari.

Mu itora ry'Abagize Komite y'Abunzi ku rwego rw'Akagari, buri wese mu bagize Inteko itora yandika ku rupapuro rugenwa na Komisiyo y'Igihugu y'Amatora amazina y'abakandida yihitiyemo batarenze barindwi (7).

Iyo atoye abakandida barenze barindwi (7), urupapuro ruba imfabusa.

Iyo hari abakandida banganyije amajwi, hakorwa tombola hakurikijwe uburyo buteganywa mu ngingo ya 11 y'aya mabwiriza kugira ngo hemezwe uwatowe.

#### **Ingingo ya 16: Itora rya Biro ya Komite y'Abunzi ku rwego rw'Akagari**

Nyuma y'itoraga ry'abagize Komite y'Abunzi ku rwego rw'Akagari, abatowe muri Komite y'Abunzi bitoramo Biro igizwe na Perezida na Visi Perezida.

Habanza gutorerwa umwanya wa Perezida hagakurikiraho uwa Visi Perezida.

Utoraga Perezida cyangwa Visi Perezida yandika ku rupapuro rugenwa na Komisiyo y'Igihugu y'Amatora amazina y'umukandida yihitiyemo. Urupapuro rw'itoraga ruriho abakandida barenze umwe ruba imfabusa.

**Ingingo ya 17: Uburyo itora rikorwa ku rwego rw'Umurenge**

Abakandida baturutse mu Tugari tugize Umurenge ni bo batorwamo abagize Komite y'Abunzi ku rwego rw'Umurenge bagatorwa n'abagize Inama Njyanama y'Umurenge.

Utoro yandika ku rupapuro rugenwa na Komisiyo y'Igihugu y'Amatora amazina y'abakandida batarenze barindwi (7) yihitiyemo. Iyo atoye abakandida barenze barindwi (7), urupapuro rw'itora ruba imfabusa.

Iyo hari abakandida banganyije amajwi hakorwa tombola hakurikijwe uburyo buteganywa mu ingingo ya 11 y'aya mabwiriza kugira ngo hemezwe uwatowe.

**Ingingo ya 18: Itora rya Biro ya Komite y'Abunzi ku rwego rw'Umurenge**

Abatowe muri Komite y'Abunzi ku rwego rw'Umurenge bitoramo Biro igizwe na Perezida na Visi Perezida.

Habanza gutorerwa umwanya wa Perezida hagakurikiraho uwa Visi Perezida.

Utoro Perezida cyangwa Visi Perezida yandika ku rupapuro rugenwa na Komisiyo y'Igihugu y'Amatora amazina y'umukandida yihitiyemo. Urupapuro rw'itora ruriho abakandida barenze umwe ruba imfabusa.

**UMUTWE WA IV: INGINGO ZISOZA**

**Ingingo ya 19: Ivanwaho ry'ingingo zinyuranyije n'aya mabwiriza**

Ingingo zose z'amabwiriza abanziriza aya kandi zinyuranyije na yo, zivanyweho.

**Ingingo ya 20: Igihe aya mabwiriza atangirira gukurikizwa**

Aya mabwiriza atangira gukurikizwa ku munsu atangirijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa 03/06/2020

(sé)

**Prof. KALISA MBANDA**  
**Perezida wa Komisiyo y'Igihugu y'Amatora**

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

(sé)

**BUSINGYE Johnston**  
**Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta**



**REPUBULIKA Y'U RWANDA  
KOMISIYO Y'IGIHUGU Y'AMATORA**

**UMUGEREKA WA I W'AMABWIRIZA N° 01/2020 YO KU WA 30/04/2020 YA KOMISIYO  
Y'IGIHUGU Y'AMATORA AGENA IMIGENDEKERE Y'AMATORA Y'ABAGIZE KOMITE  
Y'ABUNZI**

**INYANDIKOMVUGO ITANGIZA ITORA KU RWEGO RW'UMUDUGUDU, AKAGARI  
CYANGWA UMURENGE**

Intara ya/Umujyi wa Kigali .....  
Akarere ka .....  
Umurenge wa .....  
Akagari ka .....  
Umudugudu wa .....  
Umwaka wa ....., ukwezi kwa ..... umunsi wa  
.....;

Twebwe ....., Umuhuzabikorwa w'itora  
n'Abaseseri dutangije itora ku rwego rw' ..... ku buryo bukurikira:

1) Umubare w'abagize Inteko itora

2) Itora ritangiye saa

Amazina n'umukono by'Umuhuzabikorwa w'itora: .....

Amazina n'imikono by'Abaseseri:

1. ....
2. ....
3. ....

**Bibonywe kugira ngo bishyirwe ku mugereka w'Amabwiriza N° 01/2020 yo ku wa 30/04/2020 ya  
Komisiyo y'Igihugu y'Amatora aGENA imigendekere y'amatora y'abagize Komite y'Abunzi**

Kigali, ku wa 03/06/2020

(sé)

**Prof. KALISA MBANDA**  
Perezida wa Komisiyo y'Igihugu y'Amatora

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

(sé)

**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta



**REPUBLIKA Y'U RWANDA  
KOMISIYO Y'IGIHUGU Y'AMATORA**

**UMUGEREKA WA II W'AMABWIRIZA N° 01/2020 YO KU WA 30/04/2020 YA KOMISIYO  
Y'IGIHUGU Y'AMATORA AGENA IMIGENDEKERE Y'AMATORA Y'ABAGIZE KOMITE  
Y'ABUNZI**

**INYANDIKOMVUGO ISOZA ITORA KU RWEGO RW'UMUDUGUDU, AKAGARI  
CYANGWA UMURENGE**

Intara ya /Umujyi wa Kigali .....  
Akarere ka .....  
Umurenge wa .....  
Akagari ka .....  
Umudugudu wa .....

Umwaka wa ....., ukwezi kwa ....., umunsi wa .....

Twebwe ....., Umuhuzabikorwa w'itora .....

dushoje itora ryaberaga hano saa .....

Amazina n'umukono by'Umuhuzabikorwa w'itora:.....

Amazina n'imikono by'Abaseseri:

1. ....
2. ....
3. ....

**Bibonywe kugira ngo bishyirwe ku mugereka w'Amabwiriza N° 01/2020 yo ku wa 30/04/2020 ya  
Komisiyo y'Igihugu y'Amatora aGENA imigendekere y'amatora y'abagize Komite y'Abunzi**

Kigali, ku wa 03/06/2020

(sé)

**Prof. KALISA MBANDA**  
Perezida wa Komisiyo y'Igihugu y'Amatora

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

(sé)

**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta



**REPUBULIKA Y’U RWANDADA  
KOMISIYO Y’IGIHUGU Y’AMATORA**

**UMUGEREKA WA III W’AMABWIRIZA N° 01/2020 YO KU WA 30/04/2020 YA  
KOMISIYO Y’IGIHUGU Y’AMATORA AGENA IMIGENDEKERE Y’AMATORA  
Y’ABAGIZE KOMITE Y’ABUNZI**

**INYANDIKOMVUGO Y’IBYAVUYE MU ITORA RY’ABAKANDIDA  
BAZATORWAMO ABAGIZE KOMITE Y’ABUNZI**

**UMUDUGUDU WA:.....**

Intara ya /Umujyi wa Kigali .....  
Akarere ka .....  
Umurenge wa .....  
Akagari ka .....

Umwaka wa ....., ukwezi kwa ....., umunsi wa .....

Twebwe Umuhuzabikorwa w’itora n’Abaseseri, tumaze gusozza itora no kubarura amajwi y’abatoye dusanze:

1. Umubare w’abagize inteko itora: Gore Gabo Bose

2. Umubare w’abatoye : Gore Gabo Bose

**Abakandida batowe:**

N°	Umukandida	Igitsina	Imyaka	Amashuri	Amajwi yabonye	Umwanya yatorewe	Nimero y’indangamuntu
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							

Amazina n’umukono by’Umuhuzabikorwa w’itora: .....

Amazina n’imikono by’Abaseseri:

1. ....
2. ....
3. ....

**Bibonywe kugira ngo bishyirwe ku mugereka w'Amabwiriza N° 01/2020 yo ku wa 30/04/2020 ya Komisiyo y'Igihugu y'Amatora agena imigendekere y'amatora y'abagize Komite y'Abunzi**

Kigali, ku wa 03/06/2020

(sé)  
**Prof. KALISA MBANDA**  
**Perezida wa Komisiyo y'Igihugu y'Amatora**

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

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



REPUBULIKA Y'U RWANDA  
KOMISIYO Y'IGIHUGU Y'AMATORA

**UMUGEREKA WA IV W'AMABWIRIZA N° 01/2020 YO KU WA 30/04/2020 YA KOMISIYO Y'IGIHUGU Y'AMATORA AGENA IMIGENDEKERE Y'AMATORA Y'ABAGIZE KOMITE Y'ABUNZI**

**INYANDIKOMVUGO Y'IBYAVUYE MU ITORA RY'ABAKANDIDA BAZATORWAMO ABAGIZE KOMITE Y'ABUNZI, UMURENGE WA.....**

Intara ya /Umujyi wa Kigali .....  
Akarere ka .....  
Umurenge wa .....  
Akagari ka.....  
Umwaka wa ....., ukwezi kwa ....., umunsi wa .....

Twebwe Umuhuzabikorwa w'Itora n'Abaseseri, tumaze gusozza itora no kubarura amajwi'y'abatoye dusanze:

Gore Gabo Bose  
1. Umubare w'abagize inteko itora:

Gore Gabo Bose  
2. Umubare w'abatoye :

3. Umubare w'abatoye neza:

4. Umubare w'impapuro z'itora zabaye impfubusa:

**Abakandida batowe**

N°	Izina ry'umukandida	Igitsina	Imyaka	Amashuri	Amajwi yabonye	Umwanya yatorewe	Nimero y'indangamuntu
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

Amazina n'umukono by'Umuhuzabikorwa w'Itora: .....



Amazina n'imikono by'Abaseseri:

1.....

2.....

3.....

**Bibonywe kugira ngo bishyirwe ku mugereka w'Amabwiriza N° 01/2020 yo ku wa 30/04/2020 ya Komisiyo y'Igihugu y'Amatora akena imigendekere y'amatora y'abagize Komite y'Abunzi**

Kigali, ku wa 03/06/2020

(sé)

**Prof. KALISA MBANDA**  
**Perezida wa Komisiyo y'Igihugu y'Amatora**

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

(sé)

**BUSINGYE Johnston**  
**Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta**



**REPUBLIKA Y'U RWANDA  
KOMISIYO Y'IGIHUGU Y'AMATORA**

**UMUGEREKA WA V W'AMABWIRIZA N° 01/2020 YO KU WA 30/04/2020 YA KOMISIYO  
Y'IGIHUGU Y'AMATORA AGENA IMIGENDEKERE Y'AMATORA Y'ABAGIZE KOMITE  
Y'ABUNZI**

**INYANDIKOMVUGO Y'IBYAVUYE MU ITORA RY'ABAGIZE KOMITE Y'ABUNZI KU  
RWEGO RW'AKAGARI**

Intara ya /Umujyi wa Kigali .....  
Akarere ka .....  
Umurenge wa.....

Umwaka wa ....., ukwezi kwa ....., umunsi wa .....

Twebwe Umuhuzabikorwa w'Itora n'Abaseseri, tumaze gusozza itora no kubarura amajwi'y'abatoye dusanze:

1. Umubare w'abagize inteko itora:  Gore  Gabo  Bose

2. Umubare w'abatoye :  Gore  Gabo  Bose

3. Umubare w'abatoye neza:

4. Umubare w'impapuro z'itora zabaye impfabusa:

**Abagize Komite y'Abunzi batowe.**

N°	Izina ry'umukandida	Igitsina	Imyaka	Amashuri	Amajwi yabonye	Umwanya yatorewe	Nimero y'indangamuntu
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

Amazina n'umukono by'Umuhuzabikorwa w'Itora: .....

Amazina n'imikono by'Abaseseri:

1.....

2.....

3.....

**Bibonywe kugira ngo bishyirwe ku mugereka w'Amabwiriza N° 01/2020 yo ku wa 30/04/2020 ya Komisiyo y'Igihugu y'Amatora akena imigendekere y'amatora y'abagize Komite y'Abunzi**

Kigali, ku wa 03/06/2020

(sé)

**Prof. KALISA MBANDA**  
**Perezida wa Komisiyo y'Igihugu y'Amatora**

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

(sé)

**BUSINGYE Johnston**  
**Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta**



**REPUBLIKA Y'U RWANDA  
KOMISIYO Y'IGIHUGU Y'AMATORA**

**UMUGEREKA WA VI W'AMABWIRIZA N° 01/2020 YO KU WA 30/04/2020 YA  
KOMISIYO Y'IGIHUGU Y'AMATORA AGENA IMIGENDEKERE Y'AMATORA  
Y'ABAGIZE KOMITE Y'ABUNZI**

**INYANDIKOMVUGO Y'IBYAVUYE MU ITORA RY'ABAGIZE KOMITE  
Y'ABUNZI KU RWEGO RW'UMURENGE**

Intara ya /Umujyi wa Kigali .....

Akarere ka .....

Umurenge wa.....

Umwaka wa ....., ukwezi kwa ....., umunsi wa .....

Twebwe Umuhuzabikorwa w'Itora n'Abaseseri, tumaze gusoza itora no kubarura amajwi'abatoye dusanze:

1. Umubare w'abagize inteko itora:      Gore      Gabo      Bose
2. Umubare w'abatoye :      Gore      Gabo      Bose
3. Umubare w'abatoye neza:
4. Umubare w'impapuro z'itora zabaye impfabusa:

**Abagize Komite y'Abunzi batowe.**

N°	Izina ry'umukandida	Igitsina	Imyaka	Amashuri	Amajwi yabonye	Umwanya yatorewe	Nimero y'indangamuntu
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

Amazina n'umukono by'Umuhuzabikorwa w'Itora: .....

Amazina n'imikono by'Abaseseri:

- 1.....  
.....
- 2.....  
.....
- 3.....  
.....

**Bibonywe kugira ngo bishyirwe ku mugereka w'Amabwiriza N° 01/2020 yo ku wa 30/04/2020 ya Komisiyo y'Igihugu y'Amatora agena imigendekere y'amatora y'abagize Komite y'Abunzi**

Kigali, ku wa 03/06/2020

(sé)

**Prof. KALISA MBANDA**  
**Perezida wa Komisiyo y'Igihugu y'Amatora**

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

(sé)

**BUSINGYE Johnston**  
**Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta**