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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

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We, KAGAME Paul,
President of the Republic;

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

LOI N° 009/2019 DU 17/06/2019 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA LE 16 JANVIER 2019, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DEVELOPPEMENT, RELATIF AU PRET DE CENT QUATORZE MILLIONS DEUX CENT SOIXANTE-SIX MILLE EUROS (114.266.000 EUR) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT - FINANCEMENT ADDITIONNEL

Nous, KAGAME Paul,
Président de la République;

LE PARLEMENT A ADOPTE ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIEE AU JOURNAL OFFICIEL DE LA REPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo kuwa 30 Mata 2019;

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

Imaze gusuzuma amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na cumi n'enye n'ibihumbi magana abiri na mirongo itandatu na bitandatu z'Amayero (114,266,000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - inguzanyo y'inyongera;

YEMEJE:

Ingingo ya mbere : Kwemera kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019, hagati ya Repubulika y'u

THE PARLIAMENT:

The Chamber of Deputies, in its session of 30 April 2019;

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

Considering the Loan Agreement signed in Kigali, Rwanda on 16 January 2019, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred and fourteen million two hundred and sixty six thousand Euros (EUR 114,266,000) for the sustainable water supply and sanitation program - additional financing;

ADOPTS:

Article one: Approval for ratification

The Loan Agreement signed in Kigali, Rwanda on 16 January 2019, between the Republic of Rwanda and the African

LE PARLEMENT :

La Chambre des Députés, en sa séance du 30 avril 2019;

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

Considérant l'Accord de prêt signé à Kigali, au Rwanda le 16 janvier 2019, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent quatorze millions deux cent soixante-six mille Euros (114.266.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement - financement additionnel ;

ADOPTE :

Article premier : Approbation pour ratification

L'Accord de prêt signé à Kigali, au Rwanda le 16 janvier 2019, entre la République du Rwanda et la Banque

Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na cumi n'enye n'ibihumbi magana abiri na mirongo itandatu na bitandatu z'Amayero (114,266,000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - inguzanyo y'inyongera, ari ku mugereka, yemerewe kwemezwa burundu.

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Development Bank, relating to the loan of one hundred and fourteen million two hundred and sixty six thousand Euros (EUR 114,266,000) for the sustainable water supply and sanitation program - additional financing, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

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

Article 3: Commencement

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

Africaine de Développement, relatif au prêt de cent quatorze millions deux cent soixante-six mille Euros (114.266.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement - financement additionnel, en annexe, est approuvé pour ratification.

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

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

Article 3: Entrée en vigueur

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

Kigali, ku wa 17/06/2019

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr. NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

Kigali, on 17/06/2019

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr. NGIRENTE Edouard
Prime Minister

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

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 17/06/2019

(sé)

KAGAME Paul
Président de la République

(sé)

Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 009/2019 RYO KU WA 17/06/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 MUTARAMA 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA CUMI N'ENYE N'IBIHUMBI MAGANA ABIRI NA MIRONGO ITANDATU NA BITANDATU Z'AMAYERO (114.266.000 EUR) AGENEWE GAHUNDA IRAMBYE YO GUKWIRAKWIZA AMAZI N'IBIKORWA BY'ISUKURA-INGUZANYO Y'INYONGERA

ANNEX TO THE LAW N° 009/2019 OF 17/06/2019 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 JANUARY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED AND FOURTEEN MILLION TWO HUNDRED AND SIXTY SIX THOUSAND EUROS (EUR 114,266,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM - ADDITIONAL FINANCING

ANNEXE À LA LOI N° 009/2019 DU 17/06/2019 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT SIGNÉ À KIGALI, AU RWANDA LE 16 JANVIER 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE CENT QUATORZE MILLIONS DEUX CENT SOIXANTE-SIX MILLE EUROS (114.266.000 EUR) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT - FINANCEMENT ADDITIONNEL



PROGRAM ID: P-RW-E00-012
LOAN No.: 2000200003451

LOAN AGREEMENT

BETWEEN

THE REPUBLIC OF RWANDA

AND

AFRICAN DEVELOPMENT BANK

**SUSTAINABLE WATER SUPPLY AND SANITATION
PROGRAM- ADDITIONAL FINANCING**

**LOAN AGREEMENT
SUSTAINABLE WATER SUPPLY AND SANITATION
PROGRAM- ADDITIONAL FINANCING**

PROGRAM ID: P-RW-E00-012

LOAN No.: 2000200003451

This LOAN AGREEMENT, (the "Agreement") is entered into this 16th day of JANUARY 2019, between the **REPUBLIC OF RWANDA** (the "Borrower") and the **AFRICAN DEVELOPMENT BANK** (the "Bank").

WHEREAS:

- (A) The Borrower has requested the Bank to provide an additional loan out of its resources, to assist in financing the additional scope under the Sustainable Water Supply and Sanitation Program (the "Program") as further described in Schedule I (*Program Description*) of this Agreement;
- (B) The Water and Sanitation Corporation Limited (WASAC) shall be the Executing Agency for the Program;
- (C) The Borrower has declared its commitment to the execution of the Program;
- (D) On 29 November 2017, the Borrower entered into a loan agreement , No. 2000200001851 with the Bank for a loan of an amount not exceeding One Hundred and Twenty One Million, One Hundred and Thirty Seven Thousand United States Dollars (USD 121,137,000) (the "Initial ADB Loan") to finance the Program;
- (E) On 29 November 2017, the Borrower entered into a loan agreement No. 5050200000151 with the Bank (acting in its capacity as administrator and on behalf of the Africa Growing Together Fund) for a loan of an amount not exceeding Fifty Million United States Dollars (USD50,000,000) (the "Initial AGTF Loan") to finance the Program;
- (F) On or about the Date of the Loan Agreement, the Bank and the African Development Fund (*acting as administrator of the Rural Water Supply and*

Sanitation Initiative (RWSSI) Trust Fund) entered into a grant agreement with the Borrower for the financing of the additional scope under the Program for a grant of an amount not exceeding Eight Hundred Thousand Euros (EUR 800,000) (the “RWSSI Grant”); and

- (G) The Bank has agreed on the basis, *inter alia*, of the foregoing to extend to the Borrower an additional loan in the amount specified in Section 2.01 (*Amount*) of this Agreement on the terms and conditions set forth or referred to in this Agreement.

NOW THEREFORE, the Parties hereto hereby agree as follows:

ARTICLE I

GENERAL CONDITIONS, CONVERSION GUIDELINES, DEFINITIONS

Section 1.01. **General Conditions and Conversion Guidelines**. The *General Conditions Applicable to the African Development Bank Loan Agreements and Guarantee Agreements (Sovereign Entities)* dated February 2009, as amended from time to time, (the “General Conditions”) and the Conversion Guidelines as defined herein constitute an integral part of this Agreement.

Section 1.02. **Inconsistency**. In the event of an inconsistency between any provision of this Agreement and the General Conditions or the Conversion Guidelines, the provisions of this Agreement shall prevail.

Section 1.03. **Definitions**. Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in Schedule IV (*Definitions*) to this Agreement.

Section 1.04. **Schedules**. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

ARTICLE II

THE LOAN

Section 2.01. **Amount**. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, a loan of an amount not exceeding One Hundred and Fourteen Million Two Hundred and Sixty Six Thousand Euros (EUR 114,266,000) (the “Loan”), which amount may be converted from time

to time through a Currency Conversion in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement and the Conversion Guidelines, to assist in financing the additional scope of work under the Program as further described in Schedule 1 (*Program Description*) to this Agreement.

Section 2.02. **Front-End Fee.** The Borrower shall pay the Bank a Front-end Fee on the Loan in amount at a rate equal to zero point twenty-five percent (0.25%) of the Loan. Except as otherwise provided in Section 4.03 (*Deduction of Front-End Fee*) of this Agreement, the Borrower shall pay the Front-End Fee no later than sixty (60) days after the Date of Entry into Force, or at first disbursement, whichever is the earlier. The Borrower shall pay the Front-End Fee on the full Loan amount notwithstanding any full or partial cancellation of the Loan occurring after the Date of Entry into Force.

Section 2.03. **Commitment Charge.** The Borrower shall pay a Commitment Charge computed at a rate equal to zero point twenty-five per cent (0.25%) per annum on the Undisbursed Loan Balance, which shall begin to accrue sixty (60) days after the Date of the Loan Agreement. The Commitment Charge shall be payable on each Payment Date including during the Grace Period. The Commitment Charge shall cease to accrue upon full disbursement or cancellation of the Loan.

Section 2.04. **Interest**

- (a) Until the initial Interest Rate Conversion, and subject to Section 2.05 (*Interest Rate Substitution*) of this Agreement, the interest payable by the Borrower on each disbursement for each Interest Period shall be at a rate per annum equal to the Floating Base Rate plus the Lending Margin, the Funding Cost Margin and the Maturity Premium, as applicable, *provided*, however, that the interest payable shall in no event be less than zero percent (0%) per annum. Interest shall be payable on each Payment Date.
- (b) Pursuant to an Interest Rate Conversion, the interest payable by the Borrower on each disbursement for each Interest Period shall, subject to Section 2.05 (*Interest Rate Substitution*) of this Agreement, be at a per annum rate equal to the Fixed Base Rate plus the Lending Margin, the Funding Cost Margin and the Maturity Premium, *provided*, however, that the interest payable shall in no event be less than zero percent (0%) per annum. Interest shall be payable on each Payment Date.

- (c) The Bank shall notify the Borrower of the interest rate applicable for each Interest Period as soon as it determines such interest rate.

Section 2.05. **Interest Rate Substitution.** If, for any reason whatsoever, the Bank cannot determine or calculate the Floating Base Rate or, with respect to amounts of the Loan to which an Interest Rate Conversion applies, the Fixed Base Rate (for amounts for which a Fixed Base Rate has not previously been determined) in accordance with Section 2.04 (*Interest*) of this Agreement, the Bank shall promptly notify and consult the Borrower in order to decide on a substitute interest rate in accordance with Section 3.03 (b) and (c) (*Interest*) of the General Conditions.

Section 2.06. **Computations.** Any Interest and Commitment Charge shall be computed on the basis of actual days elapsed (including the first day but excluding the last day) occurring in the period for which such Interest or Commitment Charge is payable and (i) a year of three hundred and sixty (360) days for USD, EUR and JPY; (ii) a year of three hundred and sixty-five (365) days for ZAR; and (iii) in respect of any currency other than USD, EUR, JPY and ZAR, such market convention calendar days as determined by the Bank and notified to the Borrower.

Section 2.07. **Repayment of Principal.** Without prejudice to Section 7.01 (*Events of Acceleration*) of the General Conditions, the Borrower shall repay the Disbursed Loan Balance over a period of seventeen (17) years after the expiration of the Grace Period by means of thirty four (34) equal and consecutive semi-annual installments payable on each Payment Date. The first of such installments shall be payable on the first Payment Date immediately following the expiration of the Grace Period.

Section 2.08. **Prepayment.**

- (a) Pursuant to the provisions of Section 3.06 (*Repayment and Prepayment*) of the General Conditions, the Borrower shall have the right to prepay all or part of the Disbursed Loan Balance prior to its maturity without any prepayment costs other than any applicable Conversion Unwinding Costs which shall be determined by the Bank and notified to the Borrower.
- (b) If a Conversion has been effected on any Loan amount that is to be prepaid, the Borrower shall, at the time of the prepayment, pay the applicable Conversion Unwinding Costs, and a transaction fee for the early termination

of the Conversion, in such amount or at such rate as notified by the Bank and in effect at the time of receipt by the Bank of the notice of prepayment.

- (c) Unless otherwise expressly indicated by the Borrower in its prepayment notice, prepaid amounts shall be applied *pro rata* to all outstanding Loan maturities.
- (d) Any partial prepayment in respect of an amount of the Loan to which a Conversion has been effected shall not be in an amount less than the minimum principal amount for Conversions provided in the Conversion Guidelines.
- (e) The Borrower may not re-borrow from the Bank, amounts prepaid under this Agreement.

Section 2.09. **Partial Payments.** If the Borrower at any time, makes a payment to the Bank, which is less than the full amount of all sums due and payable to the Bank hereunder, such payment shall, unless the Bank otherwise agrees, be applied in the following order: Front-End Fee, Commitment Charge, Conversion Unwinding Costs, transaction fee if applicable, interest, and lastly to principal.

Section 2.10. **Currencies, Mode and Place of Payments.**

- (a) Subject to the provisions of Section 4.04 (*Temporary Currency Substitution*) of the General Conditions, all amounts due to the Bank under this Agreement shall be payable in the Loan Currency.
- (b) Any amount due to the Bank pursuant to this Agreement, shall be payable without being subject to any restriction, tax set-off or deduction on account of exchange rate fluctuations, transmission, other transfer charges or other reasons of any nature whatsoever.
- (c) Such amounts shall be paid into a bank account of the Bank, which the Bank shall notify to the Borrower from time to time, and shall be deemed to have been paid only when and to the extent that the Bank has actually received the full amount due in the Loan Currency on the due date. If the due date falls on a day which is not a Business Day, such amount shall be paid so that it is actually received by the Bank on the next Business Day in its account and

interest and Commitment Charge shall continue to accrue for the period from such due date to the next succeeding Business Day.

Section 2.11. **Certificates and Determinations.** Any certification or determination by the Bank of a rate or amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

ARTICLE III **CONVERSION OF LOAN TERMS**

Section 3.01. **Conversions Generally.** The Borrower may at any time request any of the following Conversions of the terms of any portion of the Loan in order to facilitate prudent debt management: (i) Currency Conversion; (ii) Interest Rate Conversion; (iii) Interest Rate Cap; or (iv) Interest Rate Collar. Each such request shall be furnished by the Borrower to the Bank in accordance with the Conversion Guidelines and, shall, upon acceptance and effectuation by the Bank, be considered a Conversion for the purposes of this Loan Agreement and the Conversion Guidelines.

Section 3.02. **Conversion Fees.** The Borrower shall, upon receipt of notice in writing, pay to the Bank:

- (a) the applicable transaction fee for the Conversion, and for each early termination of a Conversion, including any early termination pursuant to Section 2.08(b) (*Prepayment*) of this Agreement and Section 7.01 (*Events of Acceleration*) of the General Conditions; and
- (b) Conversion Unwinding Costs, if any, for each early termination of a Conversion, in such amount or at such rate, in such currency and at such times as announced by the Bank from time to time in accordance with the applicable Conversion Guidelines.

ARTICLE IV **ENTRY INTO FORCE AND DISBURSEMENT**

Section 4.01. **Entry into Force.** The Loan Agreement shall enter into force upon fulfillment by the Borrower of the provisions of Section 12.01(*Entry into Force*) of the General Conditions.

Section 4.02. **Disbursement.** The proceeds of the Loan shall be disbursed by the Bank, subject to the provisions of (a) Article V (*Disbursement of the Loan*) of the

General Conditions; (b) the Disbursement Handbook; (c) the Disbursement Letter; (d) Article IV (*Entry into Force and Disbursement*) of this Agreement; and (e) such additional instructions as the Bank may specify by notice to the Borrower, to finance Eligible Expenditures as set forth in Schedule II (*Allocation of the Loan*) to this Agreement.

Section 4.03. **Deduction of Front-End Fee.**

- (a) No disbursement of the Loan shall be made until the Bank has received from the Borrower payment in full of the Front-End Fee.
- (b) The Borrower may, by notice in writing, request that the Front-End Fee be paid out of the proceeds of the Loan and, the Bank shall upon receipt of such request, on behalf of the Borrower, withdraw an amount equivalent to the Front-End Fee from the Loan and pay to itself such fee.

Section 4.04. **Currencies of Disbursement.** Subject to Section 4.04 (*Temporary Currency Substitution*) of the General Conditions, all disbursements of the Loan shall be denominated in the Loan Currency, unless and until they become part of a Currency Conversion in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement and the Conversion Guidelines.

Section 4.05. **Condition Precedent to First Disbursement.** In addition to the provisions of Section 4.01 (*Entry into Force*), the obligation of the Bank to make the first disbursement of the Loan shall be subject to the satisfaction of the following condition by the Borrower:

- (a) The execution and delivery of a Subsidiary Agreement between the Executing Agency and the Borrower in form and substance satisfactory to the Bank.

Section 4.06. **Conditions Precedent to Disbursements for Works Involving Resettlement.** Subject to the provisions of Section 4.01 (*Entry into Force*) and Section 4.05 (*Condition Precedent to First Disbursement*), the obligation of the Bank to disburse the Loan for works that involve resettlement shall be subject to the fulfillment by the Borrower of the following additional conditions:

- (a) Submission of a works and compensation schedule prepared in accordance with the Abbreviated Resettlement Action Plan (ARAP) and the Bank's Safeguards

Policies, in form and substance satisfactory to the Bank detailing: (i) each lot of civil works under the Program; and (ii) the time frame for compensation and/or resettlement of all Project affected persons (PAPs) in respect of each lot;

- (b) Submission of satisfactory evidence that all Project affected persons (PAPs) in respect of civil works in a given lot have been compensated and/or resettled in accordance with the Environmental and Social Management Plan (ESMP), the ARAP, the agreed works and compensation schedule and the Bank's Safeguards Policies, prior to the commencement of such civil works and in any case before the PAPs' actual move and/or taking of land and related assets; and
- (c) Submission of an Environmental and Social Impact Assessment (ESIA) and an Environmental and Social Management Plan (ESMP), in the form and substance satisfactory to the Bank.

Section 4.07. **Closing Date.** For purposes of Section 6.03 (*Cancellation by the Bank*) of the General Conditions, the Closing Date shall be 31 December 2023, or such later date as shall be agreed upon in writing between the Borrower and the Bank.

ARTICLE V **UNDERTAKINGS**

Section 5.01. The Borrower declares its commitment to the objectives of the Program. To this end, the Borrower shall carry out the Program, and shall cause the Executing Agency and, its contractors and/or agents to carry out the Program, in accordance with the provisions of Article IX (*Program Implementation - Cooperation and Information*) of the General Conditions and this Agreement.

Section 5.02. **Institutional Arrangements.**

- (a) The Borrower shall, and shall cause the Executing Agency to maintain the Single Project Implementation Unit ("SPIU") at all times until completion of the Program, with mandate, staffing and resources satisfactory to the Bank.
- (b) The SPIU shall be strengthened by the recruitment of technical assistants with experience in implementing large-scale water and sanitation projects to provide on-the-job and structured trainings to the Executing Agency's staff in order to develop their capacities and to ensure effective program implementation. The technical assistants shall include experts in project management, procurement,

civil engineering/water and sanitation, mechanical engineering, and process engineering.

Section 5.03. **Environmental and Social Safeguards**

- (a) The Borrower shall, and shall cause the Executing Agency and all its contractors, sub-contractors and agents to:
- (i) carry out the Program in accordance with the ESMP, the ARAP and /or the agreed works and compensation schedule, the Bank's Safeguards Policies and the applicable national legislation in a manner and in substance satisfactory to the Bank;
 - (ii) prepare and submit to the Bank, as part of the Program Report in Section 8.01 (*Program Report*) of this Agreement, quarterly reports on the implementation of the ESMP and the ARAP including any deficiencies identified and the corrective measures thereto; and
 - (iii) refrain from taking any action which would prevent or interfere with the implementation of the ESMP, the ARAP, including any amendment, suspension, waiver, and/or avoidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the Bank.
- (b) The Borrower shall not, and shall cause the Executing Agency and all its contractors, sub-contractors and agents not to commence implementation of any civil/construction works on any section of a given lot under the Program, unless all PAPs under such lot have been compensated and/or resettled in accordance with the ARAP and the agreed works and compensation schedule.

Section 5.04. **Integrity**. The Borrower shall, and shall cause the Executing Agency, and any of its contractors or agents to, carry out the Program in accordance with the provisions of the Anti-Corruption Policies.

Section 5.05. **Other Conditions**. The Borrower shall:

- (a) not later than twelve (12) months from the Date of the Loan Agreement, submit the evidence of the execution and delivery of a Co-financing Agreement with the Co-financer in form and substance acceptable to the Bank

or evidence that the Borrower has secured financing from alternative sources to cover the financing gap resulting from failure to obtain the Co-financing;

- (b) ensure the timely provision of counterpart funds during Program implementation;
- (c) undertake regular tariff reviews to ensure the Executing Agency's financial sustainability; and
- (d) not later than six (6) months from the Date of the Loan Agreement, recruit technical assistants with experience in implementing large-scale water and sanitation projects to strengthen the SPIU.

Section 5.06. **Subsidiary Agreement**

- (a) To facilitate the implementation of the Program, the Borrower shall make the proceeds of the Loan available to the Executing Agency under a subsidiary agreement between the Borrower and the Executing Agency (the "Subsidiary Agreement") under terms and conditions approved by the Bank, which shall include inter alia (i) the roles and responsibilities of the Executing Agency with regard to the implementation of the Program; (ii) the repayment terms of the Loan; and (iii) the obligation of the Executing Agency to comply with the reporting, financial management, technical, fiduciary, safeguards, monitoring and other relevant requirements applicable to the Program in accordance with the provisions of this Agreement.
- (b) The Borrower shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interest of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.
- (c) Notwithstanding the foregoing, in the event of a conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE VI
ADDITIONAL REMEDIES OF THE BANK

Section 6.01. **Other Events of Suspension.** For the purpose of Section 6.02 (1) (i) (*Other Events of Suspension*) of the General Conditions, the other events of suspension consist of the following:

- (a) The Executing Agency's Legislation has been amended, suspended, repealed or waived or in the opinion of the Bank, the legal character, ownership or control of the Executing Agency has changed from that prevailing as of the Date of the Loan Agreement, so as to materially and adversely affect the ability of the Executing Agency to perform any of its obligations arising under or entered into pursuant to the Loan Agreement, or to achieve the objectives of the Program;
- (b) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Executing Agency;
- (c) The Executing Agency has failed to perform its obligations under the Subsidiary Agreement; and
- (d) Any circumstance arising which in the opinion of the Bank interferes with or threatens to interfere with the successful completion of the Program or the accomplishment of its purposes.

Section 6.02. **Other Events of Cancellation.** In addition, to the events in Section 6.03 (*Cancellation by the Bank*) of the General Conditions, the other event of cancellation consists of any event specified in Section 6.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Bank to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Bank.

Section 6.03. **Other Events of Acceleration.** In addition to events in Section 7.01 (*Events of Acceleration*) of the General Conditions, the other event of acceleration consists of any event specified in Section 6.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Bank to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Bank.

ARTICLE VII
PROCUREMENT

Section 7.01. **Procurement.** All Goods, Works, Non-Consulting Services and Consulting Services required for the Program and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in the Procurement Framework and the Borrower's Procurement Plan for the Program set forth in Schedule III (*Procurement Plan*) of this Agreement which may be amended from time to time in accordance with Section 7.03 (*Procurement Plan*) of this Agreement.

Section 7.02. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Article VII (*Procurement*) including those describing particular procurement methods or methods of review by the Bank of particular contracts, have the meanings ascribed to them in the Procurement Framework.

Section 7.03. **Procurement Plan.** Before the Date of the Loan Agreement, the Borrower shall submit to the Bank for its approval, a Procurement Plan in form and substance satisfactory to the Bank, covering the entire Program implementation period. The Borrower shall update the Procurement Plan on an annual basis or as needed, and each such update shall, to the extent practicable, cover a period of at least eighteen (18) months of the Program implementation period. Any revisions or updates to the Procurement Plan shall be made in writing with the Bank's prior approval.

Section 7.04. **Use of the Borrower's Procurement System**

- (a) **Eligibility.** The proceeds of the Loan shall be used for the procurement of Goods, Works, Non-Consulting Services, and Consulting Services satisfying the applicable country of origin requirements prescribed in the Rwanda's Law No. 62/2018 of 25/08/2018 Governing Public Procurement (the "**Borrower's Procurement System**"), except that, the proceeds of the loan shall not be used for the procurement of :
- (i) goods manufactured in, or services supplied from, a country excluded in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and/ or
 - (ii) firms sanctioned by the Bank in accordance with the Anti- Corruption Policies; and/or

- (iii) goods manufactured in, or services supplied from, territories of non-Member States for contracts with a value exceeding the equivalent of One Million Units of Account (UA 1,000,000) for Goods, Six Million Units of Account (UA 6,000,000) for Works, and Three Hundred Thousand Units of Account (UA 300,000) for Consulting Services.
- (b) **Methods.** The procurement will be undertaken in accordance with the Borrower's Procurement System using the relevant National Standard Bidding Documents or National Model Bidding Documents and the methods prescribed in the Procurement Plan.
- (c) **Reservation of Rights by the Bank.** The Bank reserves the right to, in its sole discretion, require the use of the Bank's Procurement Methods and Procedures in the event that:
 - (i) a revision introduced in the Borrower's Procurement System adversely and substantially impacts the execution of procurement activities under the Program;
 - (ii) any required risk mitigation measures are not satisfactorily implemented and/ or heightened risks are observed; or
 - (iii) any audit finds deficiencies and inadequacies in the Borrower's Procurement System; or
 - (iv) complaints are not properly addressed under the Borrower's complaints handling procedures and mechanisms, which no longer provide a credible recourse as well as an impartial and equitable dispute resolution mechanism; or
 - (v) any other event or circumstances occur which, in the reasonable opinion of the Bank, may require the use of the Bank's Procurement Methods and Procedures.
- (d) **Procurement Oversight.**
 - (i) The Borrower shall cause the Rwanda Public Procurement Authority to carry out a procurement audit in accordance with the Borrower's Procurement System on an annual basis. The annual procurement audit

report shall be submitted to the Bank, no later than six (6) months after the end of each financial year.

- (ii) The Bank may, in its sole discretion, require independent procurement audits or inspections to be undertaken by independent auditors appointed by the Bank. The costs of such independent audits or inspections shall be borne by the Bank.

Section 7.05. **Use of the Bank's Procurement Methods and Procedures (PMPs)**

- (a) **Eligibility.** Subject to the provisions of Section 7.04 (a)(iii) (*Use of the Borrower's Procurement System*) of this Agreement, the proceeds of the Loan shall be used exclusively for the procurement, in the territories of the Member States, of goods manufactured in, or services supplied from, those territories.
- (b) **Methods.** The procurement will be undertaken in accordance with the Bank's PMPs using the relevant Standard Solicitation Documents and the methods prescribed in the Procurement Plan.
- (c) **Procurement Oversight**
 - (i) Except as the Bank shall otherwise determine by notice to the Borrower, each contract for Goods, Works and Non-Consulting services procured on the basis of Open Competitive Bidding (International) shall be subject to Prior Review by the Bank.
 - (ii) Except as indicated in paragraph (i) above, the Procurement Plan shall set forth those contracts, which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.
 - (iii) In accordance with Section 9.02 (c) (*Cooperation and Information*) of the General Conditions, the Bank may, upon reasonable notice to the Borrower, conduct supervision missions, independent procurement reviews and inspection concerning the procurement undertaken using the proceeds of the Loan.

Section 7.06. **Advance Contracting**

- (a) Subject to the provisions of paragraph (b) below, the Bank has authorized Advance Contracting for the recruitment of design review and supervision consultancies required for Component 1 (*Water Supply Infrastructure and Services Improvement*) of the Program in accordance with the Bank's PMPs within a period of six (6) months prior to the Date of the Loan Agreement.
- (b) The Borrower acknowledges and agrees that the authorization by the Bank for the use of Advance Contracting in accordance with paragraph (a) above, does not, in any way constitute an offer or undertaking by the Bank to finance the contract(s) awarded by the Borrower in respect of the Advance Contracting.

Section 7.07. **Reports and Retention of Documents.**

- (a) The Borrower shall and shall cause the Executing Agency to maintain and record all relevant information concerning the procurement activities undertaken for the Program and shall include said information in each Program Report to be submitted to the Bank on a quarterly basis in accordance with the provisions of Section 8.01 (*Program Report*) of this Agreement.
- (b) The Borrower shall and shall cause the Executing Agency to retain copies of all contracts, invoices, bidding documents and evaluation reports for periodic review and inspection by the Bank in accordance with Section 9.09 (c) (*Accounts, Records and Audit*) of the General Conditions.

ARTICLE VIII
PROGRAM REPORTING

Section 8.01. **Program Report.** The Borrower shall and cause the Executing Agency to monitor the progress of the Program and prepare Program Reports in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions and on the basis of indicators acceptable to the Bank. Each Program Report shall cover a period of one (1) calendar quarter and shall be furnished to the Bank no later than forty-five (45) days after the end of the period covered by such report.

Section 8.02. **Program Completion Report.** The Borrower shall prepare and submit to the Bank a Program Completion Report, pursuant to Section 9.10 (*Completion*

Report) of the General Conditions, no later than six (6) months after the end of the Program.

ARTICLE IX
FINANCIAL MANAGEMENT

Section 9.01. **Internal Control.** The Borrower shall and cause the Executing Agency to maintain proper records and procedures in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions.

Section 9.02. **Interim Financial Reporting.** Without limitations to the provisions of Article IX (*Financial Management*) of this Agreement, the Borrower shall and cause the Executing Agency to prepare and furnish to the Bank quarterly financial reports for the Program no later than forty-five (45) days after the end of the respective quarter, in form and substance satisfactory to the Bank.

Section 9.03. **Financial Audit.**

- (a) The Borrower shall and cause the Executing Agency to have its financial statements for the Program audited and certified in accordance with terms of reference acceptable to the Bank by the Office of the Auditor General or a competitively recruited independent auditor appointed by the Borrower with the approval of the Bank.
- (b) Each audit of the financial statements for the Program shall cover a period of one (1) financial year except (i) the first audit, which may cover a period not exceeding eighteen (18) months after the date of first disbursement of the Loan, if such first disbursement occurs in the second half of the applicable financial year; and (ii) the final audit, which may cover a period not exceeding eighteen (18) months, if the Closing Date occurs within the first half of the applicable financial year.
- (c) The audit reports shall comprise inter alia (i) a complete set of the audited financial statements for the applicable financial year with the auditor's opinion thereon; and (ii) the management letter, which shall be furnished to the Bank no later than six (6) months after the end of the financial year. The last complete set of the annual audited financial statements at the end of the Program shall be submitted to the Bank no later than six (6) months after the Closing Date.

- (d) The cost of the external audit, if executed by a competitively recruited independent auditor, will be borne out of the proceeds of the Loan.

ARTICLE X

AUTHORIZED REPRESENTATIVES, DATE, AND ADDRESSES

Section 10.01. **Authorized Representatives.** The Minister of Finance and Economic Planning or such other person as the Minister of Finance and Economic Planning may designate in writing shall be the authorized representative for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions.

Section 10.02. **Date of the Loan Agreement.** For all purposes of this Agreement, the date of this Agreement shall be that appearing in the preamble hereof.

Section 10.03. **Addresses.** The following addresses are specified for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions:

For the Borrower:

Mail Address:

Ministry of Finance and Economic Planning
B. P. 158 - Kigali
REPUBLIC OF RWANDA
Tel: (+250) 252 575 756
Fax: (+250) 252 577 581

Attention:

The Permanent Secretary and Secretary to the Treasury

For the Bank:

Headquarters Mail Address:

African Development Bank
01 B.P. 1387 - Abidjan 01
REPUBLIC OF COTE D'IVOIRE

Attention:

Director, Water Development and Sanitation

Country Office Mail Address:

African Development Bank Group
Boulevard de l'Umuganda
Building Glory House, 3rd & 4th floors;
Kacyiru Road
P.O. Box 7329 - Kigali
REPUBLIC OF RWANDA
Tel: (+250) 252 504250
Fax: (+250) 252 504298

Attention:

Country Manager, Rwanda Country Office


IN WITNESS WHEREOF the Borrower and the Bank, each acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date appearing in the opening sentence of this Agreement.

FOR THE REPUBLIC OF RWANDA



UZZIEL NDAGIJIMANA
MINISTER OF FINANCE AND ECONOMIC PLANNING

FOR AFRICAN DEVELOPMENT BANK



MARTHA T.M. PHIRI
COUNTRY MANAGER
RWANDA COUNTRY OFFICE



ATTESTED BY: _____



VINCENT O. NMEIELLE
SECRETARY GENERAL

SCHEDULE I
PROGRAM DESCRIPTION

The objective of the Program is to improve the quality of life and socio-economic development in Rwanda by ensuring equitable provision of adequate, reliable and sustainable water and sanitation services for targeted cities with a view to promoting economic growth and transformation.

The additional scope to be financed by this Loan include water supply infrastructure in areas that were not included in the initial financing of the Program due to resource constraint. The additional financing will support provision of sanitation facilities in ten (10) schools and efficiency improvement of selected rural piped water supply schemes. It will mainly support scaling up of Component 1 below in Nyagatare, Gatsibo, Kayonza, Ngoma, Bugesera, Ruhango, Nyanza, Muhanga, Ngororero, Kamonyi, Musanze, Nyabihu, Rubavu, Karongi and Rutsiro districts. Upon completion of the Program, an additional 1.5 million people (of which 0.7 million are in peri-urban/ rural areas) will be benefitting from improved, reliable and sustainable water supply services.

The additional finance for the Program focuses on four (4) components as follows:

- 1) **Water Supply Infrastructure and Services Improvement**
The activities under this component include construction of eight (8) water supply systems including peri-urban/ rural areas (Ngoma River, Muhazi, Sake, Busogwe, Ngororero, Kagaga, Volcano Belt, Kivu Belt) and studies for future investments.
- 2) **Sanitation Infrastructure and Services Improvement**
The activity includes the provision of latrines for ten (10) schools.
- 3) **Institutional Support**
The activity includes the efficiency improvement support for rural piped schemes.
- 4) **Program Management**
The activity includes the Program management support (audit, operating expenses etc.)

SCHEDULE II
ALLOCATION OF THE LOAN

The table below indicates the categories of Eligible Expenditures to be financed out of the proceeds of the Loan and the amount allocated to each category:

Category	Expenditure In Euros (Millions)		
	Foreign Currency	Local Currency	Total
Consulting services	10.697	-	10.697
Works	67.887	35.682	103.569
Total cost	78.584	35.682	114.266

**SCHEDULE III
PROCUREMENT PLAN**

1. Bank's Procurement Methods & Procedures

Table 1-1 Consultancy Services

Description	Date EOI Received	Date No-Objection	Selection Method	Lumpsum or Time-Based	Estimated Amount in (UA '000)	Prior/Post Review	Bid Closing Date
Detailed Study and Supervision of Works for the Construction of NGOMA River Water Supply System	19-Oct-18	26-Oct-18	QCBS (International)	Lumpsum & Time Based	1,613.13	Prior	10-Feb-19
Detailed Study and Supervision of Works for the Construction of MUIHAZI Water Supply System	19-Oct-18	26-Oct-18	QCBS (International)	Lumpsum & Time Based	1,118.09	Prior	10-Feb-19
Detailed Study and Supervision of Works for the Construction of SAKI Water Supply System , Phase 1	19-Oct-18	26-Oct-18	QCBS (International)	Lumpsum & Time Based	921.91	Prior	10-Feb-19
Detailed Study and Supervision of Works for the Construction of BUSOGWE Water Supply System	2-Nov-18	9-Nov-18	QCBS (International)	Lumpsum & Time Based	803.54	Prior	24-Feb-19
Detailed Study and Supervision of Works for the Construction of NGORORERO Water Supply System;	2-Nov-18	9-Nov-18	QCBS (International)	Lumpsum & Time Based	428.80	Prior	24-Feb-19
Detailed Study and Supervision of Works for the Construction of KAGAGA Water Supply System	2-Nov-18	9-Nov-18	QCBS (International)	Lumpsum & Time Based	1,026.26	Prior	24-Feb-19
Detailed Study and Supervision of Works for the Construction of VOLCANO BELT Water Supply System;	16-Nov-18	23-Nov-18	QCBS (International)	Lumpsum & Time Based	464.25	Prior	10-Mar-19
Detailed Study and Supervision of Works for the Construction of KIVU BELT Water Supply System (Phase I);	16-Nov-18	23-Nov-18	QCBS (International)	Lumpsum & Time Based	950.71	Prior	10-Mar-19

Table 1-2 Works

Description	SPN/IFP Received	SPN/IFP NO-Objection Date	SPN/IFP Publication Date (UNDB)	Estimated Amount in UA (000)	Lumpsum or Unit Rate	Procurement Method	Pre-or Post-Qualification	Dom/Reg-Preference (Y/N)	Prior or Post Review	Bid closing date
Construction of NGOMA River Water Supply System;	14-Mar-20	21-Mar-20	28-Mar-20	20,164	Unit Rate	OCB (International)	Post	N	Prior	19-May-20
Construction of MUHAZI Water Supply System;	14-Mar-20	21-Mar-20	28-Mar-20	12,423	Unit Rate	OCB (International)	Post	N	Prior	19-May-20
Construction of BUSOGWE Water Supply System;	28-Mar-20	4-Apr-20	11-Apr-20	13,392	Unit Rate	OCB (International)	Post	N	Prior	2-Jun-20
Construction of KAGAGA Water Supply System;	28-Mar-20	4-Apr-20	11-Apr-20	12,828	Unit Rate	OCB (International)	Post	N	Prior	2-Jun-20
Construction of KIVU BELT Water Supply System (Phase I);	11-Apr-20	18-Apr-20	25-Apr-20	11,884	Unit Rate	OCB (International)	Post	N	Prior	16-Jun-20

2. Borrower's Procurement Methods & Procedures

Table 2-1 Consultancy Services

Description	Date EOI Received	Date No-Objection	Selection Method	Lumpsum or Time-Based	Estimated Amount in (UA '000)	Prior/Post Review	Bid Closing Date
Supervision of Works for the Construction of MODEL LATRINES for schools;	16-Nov-18	23-Nov-18	QCBS (National)	Time Based	32.44	Post	16-Feb-19

Description	SPN/IFP Received	SPN/IFP NO-Objection Date	SPN/IFP Publication Date (UNDB)	Estimated Amount in UA (000)	Lumpsum or Unit Rate	Procurement Method	Pre-or Post-qualification	Dom/Reg. Preference (Y/N)	Prior or Post Review	Bid closing date
Construction of SAKÉ Water Supply System, Phase I;	14-Mar-20	21-Mar-20	28-Mar-20	10,243	Unit Rate	OCB (International)	Post	N	Post	19-May-20
Construction of NGORORERO Water Supply System;	28-Mar-20	4-Apr-20	11-Apr-20	4,288	Unit Rate	OCB (International)	Post	N	Post	2-Jun-20
Construction of VOLCANO BELT Water Supply System;	11-Apr-20	18-Apr-20	25-Apr-20	5,158	Unit Rate	OCB (International)	Post	N	Post	16-Jun-20
Construction of MODEL LATRINES for schools;	15-Jan-19	22-Jan-19	29-Jan-19	324	Unit Rate	OCB (National)	Post	N	Post	7-Mar-19

Table 2-2 Works

SCHEDULE IV
DEFINITIONS

1. **“Abbreviated Resettlement Action Plan”** or **“ARAP”** means, a comprehensive planning document prepared by the Borrower in accordance with the Bank’s Safeguards Policies that specifies the procedures that an involuntary resettlement process shall follow, and the actions that shall be taken to compensate Project affected persons and communities, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.
2. **“Agreement”** means this loan agreement as may be amended from time to time as well as all the schedules and supplements thereto.
3. **“Anti-Corruption Policies”** means, the Uniform Framework for Preventing and Combating Fraud and Corruption dated September 2006, the Whistle Blowing and Complaints Handling Policy dated January 2007, the Procurement Framework, the Cross- Debarment Agreement and the Sanctions Procedures of the African Development Bank Group issued November 18, 2014 as the same may be amended from time to time.
4. **“Approved Currency”** means, any currency approved as a lending currency by the Bank which, upon the Conversion, becomes the Loan Currency.
5. **“Bank”** means, the African Development Bank.
6. **“Bank’s Safeguards Policies”** means, the policies, procedures and guidelines of the Bank that concern environmental and social matters including, the Bank Group Integrated Safeguards System (Policy Statement, Operational Safeguards and Guidance Materials), the Involuntary Resettlement Policy, the Environmental and Social Assessment Procedures, the Bank Group Policy for Disclosure and Access to Information, the Bank Group Policy on Poverty Reduction, and the Gender Policy as may be amended and revised from time to time.
7. **“Business Day”** means any day (other than a Saturday or Sunday) on which commercial banks or money markets are open for general business for such transactions as are required by this Agreement at any given place, including:
 - (i) London for LIBOR resets;

- (ii) TARGET2 for EURIBOR resets and payments in EUR;
 - (iii) Johannesburg for JIBAR resets and payments in ZAR;
 - (iv) New York for payments in USD;
 - (v) Tokyo for payments in JPY;
 - (vi) in relation to any date for payment or purchase of a currency other than EUR, JPY, USD or ZAR) the principal financial centre of the country of that currency; and
 - (vii) Abidjan and Kigali for any other transaction under the Agreement.
8. **“Co-financier”** means OPEC Fund for International Development
9. **“Co-financing Agreement”** means the agreement to be entered into between the Borrower and the Co-financier providing for the Co-financing.
10. **“Co-financing”** means, for purposes of Section 2.01 (*Definitions*) of the General Conditions, an amount of Twenty Million United States Dollars (USD 20,000,000) to be provided by the Co-financier to assist in financing the Program.
11. **“Completion Report”** means, a comprehensive report on the execution and the initial operation of the Program, including its costs and benefits derived and to be derived from it, the performance by the Parties’ respective obligations under the Agreement, the accomplishment of the purposes of the Loan and the plan designed to ensure the sustainability of the Program achievements, amongst others to be prepared and submitted by the Borrower to the Bank in accordance with the terms of this Agreement.
12. **“Conversion”** means, a conversion as described in Section 3.01 (*Conversions generally*) of this Agreement.
13. **“Conversion Guidelines”** means, the *African Development Bank Guidelines for Conversion of Loan Terms* issued from time to time by the Bank, and in effect at the time of the Conversion.
14. **“Conversion Unwinding Costs”** means any cost the Bank may incur in relation to cancellation or adjustment in the Conversion contracts executed by

the Bank upon request from the Borrower in case of (i) prepayment in full or part of the Loan before maturity, (ii) payment default or (iii) cancellation or adjustment in the Conversion transaction(s) for any reason under the Agreement.

15. **“Cross Debarment Agreement”** means the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 and entered into, amongst the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank Group and the World Bank Group, as the same may be amended from time to time.
16. **“Currency Conversion”** means a change of the Loan Currency of all or a portion of the disbursed or undisbursed amount of the Loan, to an Approved Currency in accordance with the Conversion Guidelines.
17. **“Disbursed Loan Balance”** means the principal amount of the Loan disbursed to the Borrower and outstanding from time to time.
18. **“Disbursement Handbook”** means the Disbursement Handbook of the African Development Bank Group dated 22 July 2012 setting out the disbursement policies, guidelines, practices, and procedures of the Bank Group as amended from time to time.
19. **“Eligible Expenditures”** means expenditure determined as eligible for Bank Group financing under the Policy on Expenditure Eligible for Bank Group Financing dated March 2008 as amended from time to time.
20. **“Environmental and Social Impact Assessment”** or **“ESIA”** means a tool to identify and assess the likely environmental and social impacts of the Program, to determine their magnitude and significance, and to define management or mitigation measures designed to avoid and minimize where possible, or if not, to offset or compensate for adverse impacts and risks.
21. **“Environmental and Social Management Plan”** or **“ESMP”** means an instrument developed as the outcome of an ESIA of the Program that sets out the action plan of environmental and social management measures to be implemented by the Borrower, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.

22. **“EURIBOR”** means, the Euro Interbank Offered Rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for deposits in Euro for a six (6)-month period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters, as of 11:00 a.m. (Brussels time), two TARGET Days prior to the relevant Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
23. **“Euro(s)”** or **“EUR”** shall mean the single currency of the European Participating Member States.
24. **“European Participating Member States”** means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.
25. **“Executing Agency’s Legislation”** means the Prime Minister’s Order N° 87/03 dated 16/08/2014 establishing Water & Sanitation Corporation Limited as a company legally incorporated in Rwanda to manage the water and sanitation services in Rwanda.
26. **“Fixed Base Rate”** means the amortizing market swap rate determined in accordance with financial market conditions and calculated on the Fixing Date based on the principal amortizing schedule of one or several particular tranches of the Loan.
27. **“Fixing Date”** means, for a loan for which a Fixed Base Rate is requested, a maximum of two (2) Business Days before the Fixed Base Rate value date.
28. **“Floating Base Rate”** means, for any Interest Period, the relevant Reference Rate.
29. **“Front-End Fee”** means the fee described and specified in Section 2.02 (*Front-End Fee*) of this Agreement.
30. **“Funding Cost Margin”** means, the six (6)-month adjusted average of the difference between: (i) the refinancing rate of the Bank as to the borrowings linked to the relevant Floating Base Rate and allocated to all its floating interest loans denominated in the loan currency; and (ii) the relevant Floating Base Rate

for each semester ending on 30 June and on 31 December; which shall be added to the relevant Floating Base Rate which resets on 1 February and on 1 August. The Funding Cost Margin shall be determined semi-annually on 1 January for the semester ending on 31 December and on 1 July for the semester ending on 30 June. With respect to amounts of the Loan to which Currency Conversion applies, the respective Funding Cost Margin of the new Loan Currency as advised to the Borrower by the Bank will be applicable.

31. **“Grace Period”** means the eight (8) year period commencing from the Date of the Loan Agreement and during which the principal is not payable except in the event of acceleration or early repayment of the Loan in accordance with the provisions of this agreement.
32. **“Interest Period”** means a (i) six (6) month period for USD, EUR and JPY, or a (ii) three (3) month period for ZAR, based on the relevant Reference Rate and beginning on a Payment Date, except the First Interest Period which, shall begin to run on the date of the first disbursement of the Loan to the first Payment Date immediately following such disbursement. Each Interest Period thereafter, shall begin to run at the date of expiry of the preceding Interest Period, even if the first day of this Interest Period is not a Business Day. Notwithstanding the foregoing, any period less than six (6) months for USD, EUR and JPY or three (3) months for ZAR, running from the date of a disbursement to the Payment Date immediately following such disbursement shall be deemed an Interest Period.
33. **“Interest Rate Cap”** means the establishment of an upper limit to the Floating Base Rate on all or any portion of the Disbursed Loan Balance in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement.
34. **“Interest Rate Collar”** means the establishment of an upper limit and a lower limit on the Floating Base Rate on all or any portion of the Disbursed Loan Balance in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement.
35. **“Interest Rate Conversion”** means a change of the interest rate basis applicable to all or any portion of the Disbursed Loan Balance from a Floating Base Rate to a Fixed Based Rate, or vice versa in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement.

36. **“Japanese Yen”** or **“JPY”** respectively, shall mean the lawful currency of Japan.
37. **“JIBAR”** means, in relation to this Agreement the rate determined on each quotation day utilizing the three (3) month Johannesburg Interbank Agreed Rate which is the mid-rate as polled and published by the South African Futures Exchange (or its successor-in-title) and which appears on the Reuters Screen SAFEX page, expressed as a yield rate. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
38. **“Lending Margin”** means eighty basis points (0.80%) per annum.
39. **“LIBOR”** means, in relation to each Interest Period, the London Interbank Offered Rate administered by the Intercontinental Exchange Group (ICE) Benchmark Administration Limited (or any other person that takes over the administration of that rate) for deposits in Japanese Yen or US Dollars respectively for a six (6)-month period displayed on the Thomson Reuters screen, Page LIBOR01 (or any replacement Thomson Reuters page which displays that rate), as of 11:00 a.m. (London time), two (2) Business Days prior to the relevant reference rate Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
40. **“Loan Currency”** shall have the meaning ascribed thereto in the General Conditions, provided however that, if the Loan or any portion thereof is subject to a Currency Conversion, **“Loan Currency”** means the Approved Currency in which the Loan, or any portion thereof, is denominated from time to time and if the Loan is denominated in more than one currency, **“Loan Currency”** shall refer separately to each of such Currencies.
41. **“Loan”** means the maximum amount provided by the Bank by virtue of this Agreement and specified in Section 2.01 (*Amount*) of this Agreement.
42. **“Maturity Premium”** means, twenty (20) basis points per annum.
43. **“Member State”** means, a member state of the Bank under Article 3 of the Bank Agreement.
44. **“Original Loan Currency”** means, the currency in which the Loan is denominated and specified in Section 2.01 (*Amount*) of this Agreement, as at

the Date of the Loan Agreement.

45. **“Payment Date”** means,
- (i) 1st June and 1st December in each year for USD, EUR and JPY; and
 - (ii) 1st March, 1st June, 1 September, 1st December of each year for ZAR.
46. **“Prior Review”** means the review by the Bank of the following documents with regards to procurement under the Bank’s procurement methods and procedures as the same may be further defined in the Procurement Framework: (i) General Procurement Notices; (ii) Specific Procurement Notices; (iii) Bidding Documents and Requests for Proposals from Consultants; (iv) Bid Evaluation Reports or Reports on Evaluation of Consultants’ Proposals, including shortlists and recommendations for contract awards; (v) draft contracts, if these have been amended and differ from the drafts included in the bid/tender documents; and (vi) modification of signed contracts and such other document or information that the Bank may request.
47. **“Procurement Framework”** means the (i) Procurement Policy for Bank Group Funded Operations dated October 2015 and effective January 1, 2016; (ii) Methodology for Implementation of the Procurement Policy of the African Development Bank; (iii) Operations Procurement Manual for the African Development Bank; and (iv) Procurement Toolkit for the African Development Bank as the same may be amended from time to time.
48. **“Procurement Plan”** means the procurement plan for the Program set forth in Schedule III of this Agreement prepared in accordance with the Procurement Framework indicating, among other things: (i) the particular activities required to implement the Program; (ii) the proposed methods for procurement; and (iii) the applicable review procedures, as the same shall be updated from time to time in agreement with the Bank.
49. **“Program Report”** means the report prepared by the Borrower pursuant to this Agreement containing Program information that includes amongst others, sources and uses of funds including those committed, with the corresponding budgets, progress on Program implementation made in the achievement of the results as well as progress on compliance with the environmental and social safeguards requirements including the implementation of the ESMP

and the ARAP, (where applicable), together with other supporting schedules and highlighting issues that require attention.

50. **“Reference Rate”** means for any Interest Period:
- (i) LIBOR for USD and JPY;
 - (ii) EURIBOR for EUR;
 - (iii) JIBAR for ZAR;
 - (iv) if the Bank determines that LIBOR (in respect of USD and JPY) or EURIBOR (in respect of Euro) or JIBAR (in respect of ZAR) has permanently ceased to be quoted for such currency, such other comparable reference rate for the relevant currency as the Bank shall determine pursuant to Section 3.03(c) (*Interest*) of the General Conditions;
 - (v) in respect of any currency other than USD, EUR, JPY and ZAR, such reference rate as notified to the Borrower by the Bank; and
 - (vi) with respect to amounts of the Loan to which a Currency Conversion applies, the Reference Rate applicable to the new Loan Currency as notified to the Borrower by the Bank.
51. **“Reset Date”** means, 1 February and 1 August for EURIBOR, LIBOR; and 1 February, 1 May, 1 August and 1 November for JIBAR.
52. **“South African Rand”** or **“ZAR”** respectively, shall mean the lawful currency of the Republic of South Africa.
53. **“Subsidiary Agreement”** means the agreement between the Borrower and the Executing Agency setting forth their respective obligations under the Program
54. **“TARGET2”** means, the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on 19 November 2007.
55. **“TARGET Day”** means any day on which TARGET2 is open for the settlement of payments in EUR.

56. **“Undisbursed Loan Balance”** means the amount of the Loan remaining undisbursed and uncanceled from time to time.
57. **“US Dollar(s)”** or **“USD”** respectively, shall mean the lawful currency of the United States of America.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 009/2019 ryo ku wa 17/06/2019 ryemera kwemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na cumi n'enye n'ibihumbi magana abiri na mirongo itandatu na bitandatu z'Amayero (114.266.000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - inguzanyo y'inyongera

Seen to be annexed to the Law n° 009/2019 of 17/06/2019 approving the ratification of the loan Agreement signed in Kigali, Rwanda on 16 January 2019, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred and fourteen million two hundred and sixty six thousand Euros (EUR 114,266,000) for the sustainable water supply and sanitation program - additional financing

Vu pour être annexé à la Loi n° 009/2019 du 17/06/2019 approuvant la ratification de l'accord de prêt signé à Kigali, au Rwanda le 16 janvier 2019, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent quatorze millions deux cent soixante-six mille Euros (114.266.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement - financement additionnel

Kigali, ku wa 17/06/2019

Kigali, on 17/06/2019

Kigali, le 17/06/2019

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

KAGAME Paul
President of the Republic

(sé)

KAGAME Paul
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe

(sé)

Dr NGIRENTE Edouard
Prime Minister

(sé)

Dr NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 010/2019 RYO KU WA 17/06/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 MUTARAMA 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE IFATANYIJE N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE NK'INZEGO ZIYOBORA IKIGEGA GISHINZWE IKWIRAKWIZA N'ISUKURA BY'AMAZI MU CYARO (RWSS), YEREKERANYE N'IMPANO INGANA N'IBIHUMBI MAGANA INANI BY'AMAYERO (800.000 EUR) AGENEWE GAHUNDA IRAMBYE YO GUKWIRAKWIZA AMAZI N'IBIKORWA BY'ISUKURA - IMPANO Y'INYONGERA

LAW N° 010/2019 OF 17/06/2019 APPROVING THE RATIFICATION OF THE PROTOCOL OF AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 JANUARY 2019, AMONGST THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK AND THE AFRICAN DEVELOPMENT FUND ACTING AS ADMINISTRATORS OF THE RURAL WATER SUPPLY AND SANITATION INITIATIVE (RWSS) TRUST FUND, RELATING TO THE GRANT OF EIGHT HUNDRED THOUSAND EUROS (EUR 800,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM - ADDITIONAL FINANCING

LOI N° 010/2019 DU 17/06/2019 APPROUVANT LA RATIFICATION DU PROTOCOLE D'ACCORD SIGNE A KIGALI, AU RWANDA LE 16 JANVIER 2019, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DEVELOPPEMENT ET LE FONDS AFRICAIN DE DEVELOPPEMENT AGISSANT EN TANT QU'ADMINISTRATEURS DU FONDS FIDUCIAIRE DE L'INITIATIVE POUR L'APPROVISIONNEMENT EN EAU ET L'ASSAINISSEMENT EN MILIEU RURAL (RWSS), RELATIF AU DON DE HUIT CENT MILLE EUROS (800.000 EUR) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT - FINANCEMENT ADDITIONNEL

ISHAKIRO

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

LAW N° 010/2019 OF 17/06/2019 APPROVING THE RATIFICATION OF THE PROTOCOL OF AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 JANUARY 2019, AMONGST THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK AND THE AFRICAN DEVELOPMENT FUND ACTING AS ADMINISTRATORS OF THE RURAL WATER SUPPLY AND SANITATION INITIATIVE (RWSSI) TRUST FUND, RELATING TO THE GRANT OF EIGHT HUNDRED THOUSAND EUROS (EUR 800,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM - ADDITIONAL FINANCING

We, KAGAME Paul,
President of the Republic;

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

LOI N° 010/2019 DU 17/06/2019 APPROUVANT LA RATIFICATION DU PROTOCOLE D'ACCORD SIGNE A KIGALI, AU RWANDA LE 16 JANVIER 2019, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DEVELOPPEMENT ET LE FONDS AFRICAIN DE DEVELOPPEMENT AGISSANT EN TANT QU'ADMINISTRATEURS DU FONDS FIDUCIAIRE DE L'INITIATIVE POUR L'APPROVISIONNEMENT EN EAU ET L'ASSAINISSEMENT EN MILIEU RURAL (RWSSI), RELATIF AU DON DE HUIT CENT MILLE EUROS (800.000 EUR) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT - FINANCEMENT ADDITIONNEL

Nous, KAGAME Paul,
Président de la République ;

LE PARLEMENT A ADOPTE, ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIEE AU JOURNAL OFFICIEL DE LA REPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo kuwa 30 Mata 2019;

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

Imaze gusuzuma amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ifatanyije n'Ikigega Nyafurika Gitsura Amajyambere nk'inzego ziyobora Ikigega Gishinzwe Ikwirakwiza n'Isukura by'Amazi mu cyaro (RWSSI), yerekeranye n'impano ingana n'ibihumbi magana inani by'Amayero (800.000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - impano y'inyongera;

YEMEJE:

THE PARLIAMENT:

The Chamber of Deputies, in its session of 30 April 2019;

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

After consideration of the Protocol of Agreement signed in Kigali, Rwanda on 16 January 2019, amongst the Republic of Rwanda and the African Development Bank and the African Development Fund Acting as Administrators of the Rural Water Supply and Sanitation Initiative (RWSSI) Trust Fund, relating to the grant of eight hundred thousand Euros (EUR 800,000) for the sustainable water supply and sanitation program - additional financing;

ADOPTS:

LE PARLEMENT :

La Chambre des Députés, en sa séance du 30 avril 2019;

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

Après examen du Protocole d'Accord signé à Kigali, au Rwanda le 16 janvier 2019, entre la République du Rwanda et la Banque Africaine de Développement et le Fonds Africain de Développement agissant en tant qu'Administrateurs du Fonds Fiduciaire de l'Initiative pour l'Approvisionnement en Eau et l'Assainissement en milieu Rural (RWSSI), relatif au don de huit cent mille Euros (800.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement - financement additionnel;

ADOPTÉ :

Ingingo ya mbere : Kwemera kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ifatanyije n'Ikigega Nyafurika Gitsura Amajyambere nk'inzego ziyobora Ikigega Gishinzwe Ikwirakwiza n'Isukura by'Amazi mu cyaro (RWSSI), yerekeranye n'impano ingana n'ibihumbi magana inani by'Amayero (800.000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - impano y'inyongera, ari ku mugereka, yemerewe kwemezwa burundu.

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

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

Ingingo ya 3 : Igihe iri tegeko ritangira gukurikizwa

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

Article one: Approval for ratification

The Protocol of Agreement signed in Kigali, Rwanda on 16 January 2019, amongst the Republic of Rwanda and the African Development Bank and the African Development Fund Acting as Administrators of the Rural Water Supply and Sanitation Initiative (RWSSI) Trust Fund, relating to the grant of eight hundred thousand Euros (EUR 800,000) for the sustainable water supply and sanitation program - additional financing, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

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

Article 3: Commencement

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

Article premier: Approbation pour ratification

Le Protocole d'Accord signé à Kigali, au Rwanda le 16 janvier 2019, entre la République du Rwanda et la Banque Africaine de Développement et le Fonds Africain de Développement agissant en tant qu'Administrateurs du Fonds Fiduciaire de l'Initiative pour l'Approvisionnement en Eau et l'Assainissement en milieu Rural (RWSSI), relatif au don de huit cent mille Euros (800.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement - financement additionnel, en annexe, est approuvé pour ratification.

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

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

Article 3 : Entrée en vigueur

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

Kigali, ku wa 17/06/2019

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr. NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

Kigali, on 17/06/2019

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr. NGIRENTE Edouard
Prime Minister

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

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 17/06/2019

(sé)

KAGAME Paul
Président de la République

(sé)

Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République :

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 010/2019 RYO KU WA 17/06/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 MUTARAMA 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE IFATANYIJE N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE NK'INZEGO ZIYOBORA IKIGEGA GISHINZWE IKWIRAKWIZA N'ISUKURA BY'AMAZI MU CYARO (RWSSI), YEREKERANYE N'IMPANO INGANA N'IBIHUMBI MAGANA INANI BY'AMAYERO (800.000 EUR) AGENEWE GAHUNDA IRAMBYE YO GUKWIRAKWIZA AMAZI N'IBIKORWA BY'ISUKURA - INKUNGA Y'INYONGERA

ANNEX TO THE LAW N° 010/2019 OF 17/06/2019 APPROVING THE RATIFICATION OF THE PROTOCOL OF AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 JANUARY 2019, AMONGST THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK AND THE AFRICAN DEVELOPMENT FUND ACTING AS ADMINISTRATORS OF THE RURAL WATER SUPPLY AND SANITATION INITIATIVE (RWSSI) TRUST FUND, RELATING TO THE GRANT OF EIGHT HUNDRED THOUSAND EUROS (EUR 800,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM - ADDITIONAL FINANCING

ANNEXE À LA LOI N° 010/2019 DU 17/06/2019 APPROUVANT LA RATIFICATION DU PROTOCOLE D'ACCORD SIGNÉ À KIGALI, AU RWANDA LE 16 JANVIER 2019 ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT ET LE FONDS AFRICAIN DE DÉVELOPPEMENT AGISSANT EN TANT QU'ADMINISTRATEURS DU FONDS FIDUCIAIRE DE L'INITIATIVE POUR L'APPROVISIONNEMENT EN EAU ET L'ASSAINISSEMENT EN MILIEU RURAL (RWSSI), RELATIF AU DON DE HUIT CENT MILLE EUROS (800.000 EUR) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT - FINANCEMENT ADDITIONNEL



PROGRAM ID.: P-RW-E00-012
GRANT No. : 5800155002151

**RURAL WATER SUPPLY AND SANITATION
INITIATIVE (RWSSI) TRUST FUND**

PROTOCOL OF AGREEMENT

AMONGST

THE REPUBLIC OF RWANDA

AND

AFRICAN DEVELOPMENT BANK

AND

AFRICAN DEVELOPMENT FUND

*(Acting as Administrators of the Rural Water Supply and Sanitation
Initiative (RWSSI) Trust Fund)*

**SUSTAINABLE WATER SUPPLY AND SANITATION
PROGRAM-ADDITIONAL FINANCING**

**PROTOCOL OF AGREEMENT
SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM-
ADDITIONAL FINANCING**

PROGRAM ID.: P-RW-E00-012

GRANT No. : 5800155002151

This PROTOCOL OF AGREEMENT (the "Agreement") is entered into this 16th day of JANUARY 2019, amongst the REPUBLIC OF RWANDA (the "Recipient") and the AFRICAN DEVELOPMENT BANK (the "Bank") and the AFRICAN DEVELOPMENT FUND (the "Fund"), (the Bank and the Fund collectively referred to as the "Bank") acting as administrators of the Rural Water Supply and Sanitation Initiative (RWSSI) Trust Fund.

WHEREAS:

- (A) By virtue of a Multi-Donor Grant Arrangement (the "Arrangement") amongst the Bank, the Fund, the Government of Denmark and the Government of France (collectively referred to as the "Donors") approved by the Board of Directors of the Bank and the Fund by resolutions B/BD/2006/02 and F/BD/2006/01, the Bank is the administrator of the Rural Water Supply and Sanitation Initiative (RWSSI) Trust Fund established to provide financing for the implementation of Eligible Activities designed to accelerate access to water supply and sanitation services;
- (B) The Recipient has requested the Bank, acting as administrator of projects financed by the RWSSI Trust Fund to assist in financing the additional scope under the Sustainable Water Supply and Sanitation Program (the "Program") as further described in Schedule I (*Program Description*) of this Agreement, and the Bank, acting in such capacity, has agreed to extend a grant to the Recipient from the resources of the RWSSI Trust Fund for such purpose, in the amount specified in Section 2.01 (Grant) of this Agreement and on the terms and conditions set forth or referred to in this Agreement;
- (C) The Water and Sanitation Corporation Limited (WASAC) shall be the executing agency for the Program (the "Executing Agency");
- (D) The Recipient has declared its commitment to the execution of the Program;
- (E) On 29 November 2017, the Borrower entered into a loan agreement No. 2000200001851 with the Bank for a loan of an amount not exceeding One Hundred and Twenty One Million, One Hundred and Thirty Seven Thousand United States Dollars (USD 121,137,000) (the "Initial ADB Loan") to finance the Program;

- (F) On 29 November 2017, the Borrower entered into a loan agreement No. 5050200000151 with the Bank (acting in its capacity as administrator and on behalf of the Africa Growing Together Fund) for a loan of an amount not exceeding Fifty Million United States Dollars (USD50,000,000) (the “Initial AGTF Loan”) to finance the Program; and
- (G) On or about the Date of the Protocol of Agreement, the Bank entered into a loan agreement with the Recipient for financing the additional scope under the Program for a loan of an amount not exceeding One Hundred and Fourteen Million Two Hundred and Sixty Six Thousand Euros (EUR 114,266,000).

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I
GENERAL CONDITIONS - DEFINITIONS

Section 1.01. General Conditions. The *General Conditions Applicable to Protocols of Agreement for Grants of the African Development Fund*, dated February 2009 as amended from time to time (the “General Conditions”), constitute an integral part of this Agreement.

Section 1.02. Definitions. Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in Schedule IV (*Definitions*) to this Agreement.

Section 1.03. Schedules. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

ARTICLE II
THE GRANT

Section 2.01 The Grant. The Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant of an amount not exceeding the equivalent of Eight Hundred Thousand Euros (EUR 800,000) (the “Grant”), to assist in the financing of the Program.

Section 2.02. Limitation. The Grant is funded out of the RWSSI Trust Fund for which the Bank receives periodic contributions from the Donors. In accordance with Section 3.05 (*Funding Shortfall*) of this Agreement, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors of the RWSSI Trust Fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such fund.

ARTICLE III
ENTRY INTO FORCE AND DISBURSEMENT OF THE GRANT

Section 3.01. Entry into Force. This Agreement shall enter into force on the Date of the Protocol of Agreement.

Section 3.02. Disbursement. The proceeds of the Grant shall be disbursed to the Recipient in accordance with the provisions of: (a) Article IV (*Disbursement of Grant*) of the General Conditions; (b) the Disbursement Handbook; (c) the Disbursement Letter; (d) Article III (*Entry into Force and Disbursement*) of this Agreement; and (e) such additional instructions as the Bank may specify by notice to the Recipient, to finance Eligible Expenditures as set forth in Schedule II (*Allocation of the Grant*) to this Agreement.

Section 3.03. Condition Precedent to First Disbursement. In addition to the provisions of Section 3.01 (*Entry into Force*) of this Agreement, the obligation of the Bank to make the first disbursement of the Grant shall be subject to the satisfaction of the following condition by the Recipient:

- (a) The execution and delivery of a Subsidiary Agreement between the Executing Agency and the Recipient in form and substance satisfactory to the Bank.

Section 3.04. Closing Date. For purposes of Section 5.03 (*Cancellation by the Fund*) of the General Conditions, the Closing Date shall be 31 December 2023, or such later date as shall be agreed upon in writing between the Recipient and the Bank.

Section 3.05. Funding Shortfall. Notwithstanding the provisions of this Article III (*Entry into Force and Disbursement of Grant*), no disbursements shall be made if, as a result of such disbursement, the total amount of the Grant disbursed would exceed the amount available to the Bank from resources provided to it for the purposes of the Grant. The Recipient shall bear the risk of any such funding shortfall, and the Bank shall not have any liability whatsoever to the Recipient or to any third parties in respect of any expenditures or liabilities incurred in connection with the Grant Agreement which exceed the amount made available to the Bank for the purposes of the Grant.

ARTICLE IV
UNDERTAKINGS

Section 4.01. The Recipient declares its commitment to the objectives of the Program. To this end, the Recipient shall carry out the Program, and shall cause the Executing Agency and, its contractors and/or agents to carry out the Program, in accordance with the provisions of Article VII (*Project Implementation - Cooperation and Information*) of the General Conditions and this Agreement.

Section 4.02. Institutional Arrangements.

- (a) The Recipient shall, and shall cause the Executing Agency to maintain the Single Project Implementation Unit (SPIU) at all times until completion of the Program, with mandate, staffing and resources satisfactory to the Bank.
- (b) The SPIU shall be strengthened by the recruitment of technical assistants with experience in implementing large-scale water and sanitation projects to provide on-the-job and structured trainings to the staff of the Executing Agency in order to develop their capacities and to ensure effective program implementation. The technical assistants shall include experts in project management, procurement, civil engineering/water and sanitation, mechanical engineering, and process engineering.

Section 4.03. Environmental and Social Safeguards.

The Recipient shall, and shall cause the Executing Agency, all its contractors, sub-contractors and agents to:

- (a) carry out the Program in accordance with the Environmental and Social Management Plan (“ESMP”), the Bank’s Safeguards Policies and the applicable national legislation in a manner and in substance satisfactory to the Bank;
- (b) prepare and submit to the Bank, as part of the Program Report in Section 7.01 (*Program Report*) of this Agreement , quarterly reports on the implementation of the ESMP including any deficiencies identified and the corrective measures thereto;
- (c) refrain from taking any action which would prevent or interfere with the implementation of the ESMP, including any amendment, suspension, waiver, and/or voidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the Bank; and
- (d) cooperate fully with the Bank in the event that the implementation of the Program or change in Program scope results in hitherto unforeseen displacement/resettlement of persons, and shall not commence implementation of any works on the affected area under the Program, unless all Project affected persons (PAPs) on such areas have been compensated and/or resettled in accordance with a Resettlement Action Plan, to be prepared.

Section 4.04. Other Conditions

The Recipient shall:

- (a) not later than twelve (12) months from the Date of the Protocol of Agreement, submit the evidence of the execution and delivery of a Co-financing Agreement with the Co- financier in the form and substance acceptable to the Bank or evidence that

the Recipient has secured financing from alternative sources to cover the financing gap resulting from failure to obtain the Co-financing;

- (b) ensure the timely provision of counterpart funds during Program implementation;
- (c) undertake regular tariff reviews to ensure the Executing Agency's financial sustainability; and
- (d) not later than six (6) months from the Date of the Protocol of Agreement, recruit technical assistants with experience in implementing large-scale water and sanitation projects to strengthen the SPIU.

Section 4.05. Integrity. The Recipient shall, and shall cause the Executing Agency, and all of its contractors or agents, to carry out the Program in accordance with the provisions of the Anti-Corruption Policies.

Section 4.06. Subsidiary Agreement

- (a) To facilitate the implementation of the Program, the Recipient shall make the proceeds of the Grant available to the Executing Agency under a subsidiary agreement between the Recipient and the Executing Agency (the "Subsidiary Agreement") under terms and conditions approved by the Bank, which shall include inter alia (i) the roles and responsibilities of the Executing Agency with regard to the implementation of the Program; and (ii) the obligation of the Executing Agency to comply with the reporting, financial management, technical, fiduciary, safeguards, monitoring and other relevant requirements applicable to the Program in accordance with the provisions of this Agreement.
- (b) The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interest of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.
- (c) Notwithstanding the foregoing, in the event of a conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE V

ADDITIONAL REMEDIES OF THE BANK

Section 5.01. Other Events of Suspension. For the purpose of Section 5.02 (1) (i) (*Other Events of Suspension*) of the General Conditions, the other events of suspension of the Grant consist of the following:

- (a) The Executing Agency's Legislation has been amended, suspended, repealed or waived, or in the opinion of the Bank, the legal character, ownership or control of the Executing Agency has changed from that prevailing as of the Date of the Protocol of Agreement, so as to materially and adversely affect the ability of the Executing Agency to perform any of its obligations arising under or entered into pursuant to the Grant Agreement, or to achieve the objectives of the Program;
- (b) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Executing Agency;
- (c) The Executing Agency has failed to perform its obligations under the Subsidiary Agreement; or
- (d) Any circumstance arising which in the opinion of the Bank interferes with or threatens to interfere with the successful completion of the Program or the accomplishment of its purposes.

Section 5.02. Other Events of Cancellation. In addition, to the events in Section 5.03 (*Cancellation by the Fund*) of the General Conditions, the other events of cancellation of the Grant consist of any event specified in Section 5.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Bank to the Recipient or such later date as shall be agreed upon in writing between the Recipient and the Bank.

ARTICLE VI **PROCUREMENT**

Section 6.01. Procurement. All Goods, Works, Non-Consulting Services and Consulting Services required for the Program and to be financed out of the proceeds of the Grant shall be procured in accordance with the provisions of the Procurement Framework and the Recipient's procurement plan for the Program set forth in Schedule III (*Procurement Plan*) of this Agreement which may be amended from time to time in accordance with Section 6.03 (*Procurement Plan*) of the Agreement.

Section 6.02. Definitions. Unless the context otherwise requires, the capitalized terms used in this Section including those describing particular procurement methods or methods of review by the Bank of particular contracts, have the meanings ascribed to them in the Procurement Framework.

Section 6.03. Procurement Plan. Before the Date of the Protocol of Agreement, the Recipient shall submit to the Bank for its approval, a Procurement Plan in form and substance satisfactory to the Bank, covering the entire Program implementation period. The Recipient shall update the Procurement Plan on an annual basis or as needed, and each such update



shall, to the extent practicable, cover a period of at least eighteen (18) months of the Program implementation period. Any revisions or updates to the Procurement Plan shall be made in writing with the Bank's prior approval.

Section 6.04. Use of the Recipient's Procurement System.

- (a) **Eligibility.** The proceeds of the Grant shall be used for the procurement of Goods, Works, Non-Consulting Services and Consulting Services satisfying the applicable country of origin requirements prescribed in the Rwanda's Law no. 62/2018 of 25/08/2018 governing public procurement (the "Recipient's Procurement System") except that, the proceeds of the Grant shall not be used for the procurement of:
- (i) goods manufactured in, or services supplied from, a country excluded in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and/ or
 - (ii) firms sanctioned by the Bank in accordance with the Anti- Corruption Policies.
- (b) **Methods.** The procurement will be undertaken in accordance with the Recipient's Procurement System using the relevant National Standard Bidding Documents or National Model Bidding Documents and the methods prescribed in the Procurement Plan.
- (c) **Reservation of Rights by the Bank.** The Bank reserves the right to, in its sole discretion, require the use of the Bank's Procurement Methods and Procedures in the event that:
- (i) a revision introduced in the Recipient's Procurement System adversely and substantially impacts the execution of procurement activities under the Program; or
 - (ii) any required risk mitigation measures are not satisfactorily implemented and/ or heightened risks are observed; or
 - (iii) any audit finds deficiencies and inadequacies in the Recipient's Procurement System; or
 - (iv) complaints are not properly addressed under the Recipient's complaints handling procedures and mechanisms, which no longer provide a credible recourse as well as an impartial and equitable dispute resolution mechanism; or

- (v) any other event or circumstances occur which, in the reasonable opinion of the Bank, may require the use of the Bank's Procurement Methods and Procedures.
- (d) **Procurement Oversight.**
 - (i) The Recipient shall cause the Rwanda Public Procurement Authority to carry out a procurement audit in accordance with Recipient's Procurement System on an annual basis. The annual procurement audit report shall be submitted to the Bank, no later than six (6) months after the end of each financial year.
 - (ii) The Bank may, in its sole discretion, require independent procurement audits or inspections to be undertaken by independent auditors appointed by the Bank. The costs of such independent audits or inspections shall be borne by the Bank.

Section 6.05. Use of Bank Procurement Methods and Procedures (PMPs):

- (a) **Methods.** The procurement will be undertaken in accordance with the Bank's PMPs using the relevant Standard Solicitation Documents and the methods prescribed in the Procurement Plan.
- (b) **Procurement Oversight.**
 - (i) Except as the Bank shall otherwise determine by notice to the Recipient, each contract for Goods, Works and Non-Consulting Services procured on the basis of Open Competitive Bidding (International) shall be subject to Prior Review by the Bank.
 - (ii) Except as indicated in paragraph (i) above, the Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.
 - (iii) In accordance with Section 7.02 (c) (*Cooperation and Information*) of the General Conditions, the Bank may, upon reasonable notice to the Recipient, conduct supervision missions, independent procurement reviews and inspection concerning the procurement undertaken using the proceeds of the Grant.

Section 6.06. Advance Contracting.

- (a) Subject to the provisions of paragraph (b) below, the Bank has authorized Advance Contracting for the consultancy services required for Component 2 (*Sanitation Infrastructure and Services Improvement*) of the Program in accordance with the Recipient's Procurement System within a period of six (6) months prior to the Date of the Protocol of Agreement.

- (b) The Recipient acknowledges and agrees that the authorization by the Bank for the use of Advance Contracting in accordance with paragraph (a) above, does not, in any way constitute an offer or undertaking by the Bank to finance the contract(s) awarded by the Recipient in respect of the Advance Contracting.

Section 6.07. Reports and Retention of Documents.

- (a) The Recipient shall and shall cause the Executing Agency to maintain and record all relevant information concerning the procurement activities undertaken for the Program and shall include said information in each Program Report to be submitted to the Bank on a quarterly basis in accordance with the provisions of Section 7.01 (*Program Report*) of this Agreement.
- (b) The Recipient shall and shall cause the Executing Agency to: (i) retain copies of all contracts, invoices, bidding documents and evaluation reports for periodic review and inspection by the Bank in accordance with Section 7.07 (c) (*Accounts, Records and Audit*) of the General Conditions and hereby authorizes the Bank to disclose such documentation to the Donors.

**ARTICLE VII
PROGRAM REPORTING**

Section 7.01. Program Report. The Recipient shall and cause the Executing Agency to monitor the progress of the Program and prepare Program Reports in accordance with the provisions of Section 7.07 (*Accounts, Records and Audit*) of the General Conditions and on the basis of indicators acceptable to the Bank. Each Program Report shall cover the period of one (1) calendar quarter and shall be furnished to the Bank not later than forty-five days (45) days after the end of the period covered by such report.

Section 7.02. Completion Report. The Recipient shall prepare and submit to the Bank a Completion Report, pursuant to Section 7.08 (*Completion Report*) of the General Conditions, no later than six (6) months after the end of the Program.

**ARTICLE VIII
FINANCIAL MANAGEMENT**

Section 8.01. Internal Control. The Recipient shall maintain and cause the Executing Agency to maintain proper records and procedures in accordance with the provisions of Section 7.07 (*Accounts, Records and Audit*) of the General Conditions.

Section 8.02. Interim Financial Reporting. Without limitations to the provisions of this Article VIII (*Financial Management*), the Recipient shall and cause the Executing Agency

to prepare and furnish to the Bank quarterly financial reports for the Program no later than forty-five (45) days after the end of the respective quarter, in form and substance satisfactory to the Bank.

Section 8.03. Financial Audit.

- (a) The Recipient shall and shall cause the Executing Agency to have its financial statements for the Program audited and certified in accordance with terms of reference acceptable to the Bank by the Office of the Auditor General or a competitively recruited independent auditor appointed by the Recipient with the approval of the Bank.
- (b) Each audit of the financial statements for the Program shall cover a period of one (1) financial year except (i) the first audit, which may cover a period not exceeding eighteen (18) months after the date of first disbursement of the Grant, if such first disbursement occurs in the second half of the applicable financial year; and (ii) the final audit, which may cover a period not exceeding eighteen (18) months, if the Closing Date occurs within the first half of the applicable financial year.
- (c) The audited report shall comprise inter alia (i) a complete set of financial statements of the applicable financial year, and the auditor's opinion on said financial statements, and (ii) the management letter, and shall be furnished to the Bank no later than six (6) months after the end of the applicable financial year. The last annual audited financial statements at the end of the Program shall be submitted to the Bank no later than six (6) months after the Closing Date.
- (d) The cost of the external audit, if executed by a competitively recruited independent auditor appointed by the Recipient, will be borne out of the proceeds of the Grant.

ARTICLE IX
DONOR VISIBILITY AND VISIT

Section 9.01. Communications and Visibility. The Recipient shall take all measures to publicly identify the role of the Donors and the Bank in financing the Program including inter alia, the reference to the Donors in all terms of reference, communications, publications, speeches, press releases and other materials relevant to the Program.

Section 9.02. Visit. For the purposes of Section 7.02 (*Cooperation and Information*) of the General Conditions, the Recipient shall, upon the Bank's request, take all measures required on its part to enable the representatives of the Bank and the Donors to visit any part of the Recipient's territory for purposes related to the Program.

ARTICLE X
AUTHORIZED REPRESENTATIVES, DATE AND ADDRESSES

Section 10.01. Authorized Representatives. The Minister of Finance and Economic Planning or such other person as the Minister of Finance and Economic Planning may designate in writing shall be the authorized representative for the purposes of Article IX (*Miscellaneous Provisions*) of the General Conditions.

Section 10.02. Date of the Protocol of Agreement. For all purposes of this Agreement, the date thereof shall be that appearing in the preamble hereof.

Section 10.03. Addresses. The following addresses are specified purposes for the Article IX (*Miscellaneous Provisions*) of the General Conditions:

For the Recipient: **Mail Address:**
Ministry of Finance and Economic Planning
B. P. 158 - Kigali
REPUBLIC OF RWANDA
Tel: (+250) 252 575 756
Fax: (+250) 252 577 581
Attention: The Permanent Secretary and Secretary to the Treasury

For the Bank: **Headquarters Mail Address:**
Rural Water Supply and Sanitation
Initiative Trust Fund
African Development Bank
01 B.P. 1387
Abidjan 01
COTE D'IVOIRE

Attention: The Director, Water Development
and Sanitation Department

Country Office Mail Address:
African Development Bank Group
Boulevard de l'Umuganda
Building Glory House, 3rd & 4th floors
Kacyiru Road
P.O. Box 7329 – Kigali
REPUBLIC OF RWANDA
Tel: (+250) 252 504250
Fax: (+250) 252 504298
Attention: Country Manager, CORW

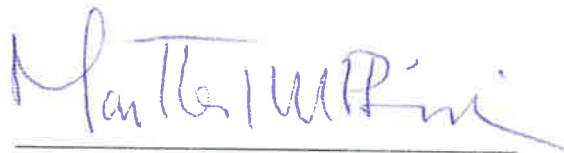
IN WITNESS WHEREOF the Recipient and the Bank, each, acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date appearing in the opening sentence of this Agreement.

FOR THE REPUBLIC OF RWANDA



UZZIEL NDAGIJIMANA
MINISTER OF FINANCE AND ECONOMIC PLANNING

**FOR AFRICAN DEVELOPMENT BANK AND
AFRICAN DEVELOPMENT FUND**
*(Acting as administrators of the Rural Water Supply and Sanitation
Initiative Trust Fund)*



MARTHA T.M. PHIRI
COUNTRY MANAGER
RWANDA COUNTRY OFFICE



SCHEDULE I
PROGRAM DESCRIPTION

The objective of the Program is to improve the quality of life and socio-economic development in Rwanda by ensuring equitable provision of adequate, reliable and sustainable water and sanitation services for targeted cities with a view to promoting economic growth and transformation.

The additional scope to be financed by the Grant are areas that were not included in the initial financing of the Program due to resource constraint. The additional financing will support provision of sanitation facilities in ten (10) schools and efficiency improvement of selected rural piped water supply schemes. It will mainly support scaling up of Component 1 below in Nyagatare, Gatsibo, Kayonza, Ngoma, Bugesera, Ruhango, Nyanza, Muhanga, Ngororero, Kamonyi, Musanze, Nyabihu, Rubavu, Karongi and Rutsiro districts. Upon completion of the Program, an additional 1.5 million people (of which 0.7 million are in peri-urban/ rural areas) will be benefitting from improved, reliable and sustainable water supply services.

The additional finance for the Program focuses on four (4) components as follows:

- 1) **Water Supply Infrastructure and Services Improvement**
The activities under this component include construction of eight (8) water supply systems including peri-urban/ rural areas (Ngoma River, Muhazi, Sake, Busogwe, Ngororero, Kagaga, Volcano Belt, Kivu Belt) and studies for future investments.
- 2) **Sanitation Infrastructure and Services Improvement**
The activity includes the provision of latrines for ten (10) schools.
- 3) **Institutional Support**
The activity includes the efficiency improvement support for rural piped schemes.
- 4) **Program Management**
The activity includes the Program management support (audit, operating expenses etc.).

SCHEDULE II
ALLOCATION OF THE GRANT

The table below indicates the categories of Eligible Expenditure to be financed out of the proceeds of the Grant and the amount allocated to each category:

Category	Expenditure in Euros (Millions)		
	Foreign Currency	Local Currency	Total
Goods,	0.697	-	0.697
consulting services,	0.103	-	0.103
Total cost	0.800	-	0.800

SCHEDULE III
PROCUREMENT PLAN

Recipient's Procurement Methods & Procedures

Consultancy Services

Description*	Date EOI Received	Date No-Objection	Selection Method	Lumpsum or Time-Based	Estimated Amount in (UA '000)	Prior/Post Review	Bid Closing Date
Consultancy Services for the Supervision for the Efficiency Improvement for Rural Water Supply Piped Schemes	16-Nov-18	23-Nov-18	QCBS (National)	Time Based	66.51	Post	16-Feb-19

Goods

Description	SPN/IFP Received	SPN/IFP NO-Objection Date	SPN/IFP Publication Date (UNDB)	Estimated Amount in UA (000)	Lumpsum or Unit Rate	Procurement Method	Pre-or Post-Qualification	Dom/Reg. Preference (Y/N)	Prior or Post Review	Bid closing date
Supply and Installation of Water meters; Construction of Chlorination Units	15-Jan-19	22-Jan-19	29-Jan-19	538	Unit Rate	OCB (National)	Post	N	Post	7-Mar-19

SCHEDULE IV
DEFINITIONS

1. **“Anti-Corruption Policies”** means the Uniform Framework for Preventing and Combating Fraud and Corruption dated September 2006, the Whistle Blowing and Complaints Handling Policy dated January 2007, the Procurement Framework, the Cross-Debarment Agreement and the Sanctions Procedures of the African Development Bank Group issued 18 November, 2014 as the same may be amended from time to time.
2. **“Bank’s Safeguards Policies”** means policies, procedures and guidelines of the Bank that concern environmental and social matters including, the Bank Group Integrated Safeguards System (Policy Statement, Operational Safeguards and Guidance Materials), the Involuntary Resettlement Policy, the Environmental and Social Assessment Procedures, the Bank Group Policy for Disclosure and Access to Information, the Bank Group Policy on Poverty Reduction, the Gender Policy, as the same may be amended and revised from time to time
3. **“Co-financier”** means OPEC Fund for International Development.
4. **“Co-financing”** means, for purposes of Section 2.01 (*Definitions*) of the General Conditions, an amount of Twenty Million United States Dollars (USD 20,000,000) to be provided by the Co-financier to assist in financing the Program.
5. **“Co-financing Agreement”** means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.
6. **“Cross-Debarment Agreement”** means Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 and entered into, amongst the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank Group and the World Bank Group as the same may be amended from time to time.
7. **“Completion Report”** means a comprehensive report on inter alia, the execution and the initial operation of the Program, including its costs and benefits derived and to be derived from it, the performance by the Recipient and the Bank of their respective obligations under the Agreement , the accomplishment of the purposes of the Grant and the plan designed to ensure the sustainability of the Program achievements, amongst others to be prepared and submitted by the Recipient to the Bank in accordance with the terms of this Agreement.
8. **“Disbursement Handbook”** means the Disbursement Handbook of the African Development Bank Group dated 22 July 2015 setting out the disbursement

policies, guidelines, practices, and procedures of the Bank Group as the same may be amended from time to time.

9. **“Eligible Activities”** means (i) Water Supply Infrastructure; (ii) Sanitation Infrastructure; (iii) Water and Sanitation Policy/ Strategy Development; (iv) Program and Project preparation; (v) Capacity Building and Training and (vi) other activities which may be agreed upon between the Bank and the Donors.
10. **“Eligible Expenditures”** means expenditure determined as eligible for Bank Group financing under the Policy on Expenditure Eligible for Bank Group Financing dated March 2008 as the same may be amended from time to time.
11. **“Environmental and Social Impact Assessment”** or **“ESIA”** means a tool to identify and assess the likely environmental and social impacts of the Program, to determine their magnitude and significance, and to define management or mitigation measures designed to avoid and minimize where possible, or if not, to offset or compensate for adverse impacts and risks;
12. **“Environmental and Social Management Plan”** or **“ESMP”** means an instrument developed as the outcome of an ESIA of the Program that sets out the action plan of environmental and social management measures to be implemented by the Recipient as may be amended, supplemented or updated from time to time in concurrence with the Bank;
13. **“Executing Agency’s Legislation”** means the Prime Minister’s Order N° 87/03 dated 16/08/2014 establishing Water and Sanitation Corporation Limited as a company legally incorporated in Rwanda to manage the water and sanitation services in Rwanda;
14. **“Prior Review”** means the review by the Bank of the following documents with regards to procurement under the Bank’s procurement methods and procedures as the same may be further defined in the Procurement Policy: (i) General Procurement Notices; (ii) Specific Procurement Notices; (iii) Bidding Documents and Requests for Proposals from Consultants; (iv) Bid Evaluation Reports or Reports on Evaluation of Consultants’ Proposals, including shortlists and recommendations for contract awards; (v) draft contracts, if these have been amended and differ from the drafts included in the bid/tender documents; (vi) modification of signed contracts and (vii) such other document or information that the Bank may request.
15. **“Procurement Framework”** means (i) the Procurement Policy for Bank Group Funded Operations dated October 2015 and effective January 1, 2016; (ii) the Methodology for Implementation of the Procurement Policy of the African Development Bank; (iii) the Operations Procurement Manual for the African

Development Bank; and (iv) the Procurement Toolkit for the African Development Bank, as the same may be amended from time to time.

16. **“Procurement Plan”** means the procurement plan for the Program set forth in Schedule III of this Agreement prepared in accordance with the Procurement Framework indicating, among other things: (i) the particular activities required to implement the Program; (ii) the proposed methods for procurement; and (iii) the applicable review procedures, as the same shall be updated from time to time in agreement with the Bank.
17. **“Program Report”** means the report prepared by the Recipient pursuant to this Agreement containing Program information that includes sources and uses of funds including those committed, with the corresponding budgets, progress on Program implementation made in the achievement of the results as well as progress on compliance with the environmental and social safeguards requirements including the implementation of the ESMP and the RAP, (where applicable), together with supporting schedules and highlighting issues that require attention .
18. **“Resettlement Action Plan”** or **“RAP”** means, a comprehensive planning document prepared by the Recipient in accordance with the Bank’s Safeguards Policies that specifies the procedures that an involuntary resettlement process shall follow, and the actions that shall be taken to compensate Project affected persons and communities, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.
19. **“Subsidiary Agreement”** means the agreement between the Recipient and the Executing Agency setting forth their respective obligations under the Program.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 010/2019 ryo ku wa 17/06/2019 ryemera kwemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019 hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ifatanyije n'Ikigega Nyafurika Gitsura Amajyambere nk'inzego ziyobora Ikigega Gishinzwe Ikwirakwiza n'Isukura by'Amazi mu cyaro (RWSSI), yerekeranye n'impano ingana n'ibihumbi magana inani by'Amayero (800.000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - inkunga y'inyongera

Seen to be annexed to the Law n° 010/2019 of 17/06/2019 approving the ratification of the protocol of Agreement signed at Kigali, Rwanda on 16 January 2019 amongst the Republic of Rwanda and the African Development Bank and the African Development Fund Acting as Administrators of the Rural Water Supply and Sanitation Initiative (RWSSI) Trust Fund, relating to the grant of eight hundred thousand Euros (EUR 800,000) for the sustainable water supply and sanitation program - additional financing

Vu pour être annexé à la Loi n° 010/2019 du 17/06/2019 approuvant la ratification du protocole d'accord signé à Kigali, au Rwanda le 16 janvier 2019 entre la République du Rwanda et la Banque Africaine de Développement et le Fonds Africain de Développement agissant en tant qu'Administrateurs du Fonds Fiduciaire de l'Initiative pour l'Approvisionnement en Eau et l'Assainissement en milieu Rural (RWSSI), relatif au don de huit cent mille Euros (800.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement - financement additionnel

Kigali, ku wa 17/06/2019

Kigali, on 17/06/2019

Kigali, le 17/06/2019

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

KAGAME Paul
President of the Republic

(sé)

KAGAME Paul
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe

(sé)

Dr NGIRENTE Edouard
Prime Minister

(sé)

Dr NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho ikirango cya
Repubulika:**

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

Vu et scellé du Sceau de la République :

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 075/01 RYO KU WA 25/06/2019 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 MUTARAMA 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA CUMI N'ENYE N'IBIHUMBI MAGANA ABIRI NA MIRONGO ITANDATU NA BITANDATU Z'AMAYERO (114.266.000 EUR) AGENEWE GAHUNDA IRAMBYE YO GUKWIRAKWIZA AMAZI N'IBIKORWA BY'ISUKURA - INGUZANYO Y'INYONGERA

PRESIDENTIAL ORDER N° 075/01 OF 25/06/2019 RATIFYING THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA ON 16 JANUARY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED AND FOURTEEN MILLION TWO HUNDRED AND SIXTY SIX THOUSAND EUROS (EUR 114,266,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM - ADDITIONAL FINANCING

ARRÊTÉ PRÉSIDENTIEL N° 075/01 DU 25/06/2019 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI, AU RWANDA LE 16 JANVIER 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE CENT QUATORZE MILLIONS DEUX CENT SOIXANTE-SIX MILLE EUROS (114.266.000 EUR) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT - FINANCEMENT ADDITIONNEL

ISHAKIRO

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

Dushingiye ku Itegeko n° 009/2019 ryo ku wa 17/06/2019 ryemera kwemeza burundu Amasezerano y'inguzanyo yashyiriweho

PRESIDENTIAL ORDER N° 075/01 OF 25/06/2019 RATIFYING THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA ON 16 JANUARY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED AND FOURTEEN MILLION TWO HUNDRED AND SIXTY SIX THOUSAND EUROS (EUR 114,266,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM - ADDITIONAL FINANCING

We, KAGAME Paul,
President of the Republic;

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

Pursuant to Law n° 009/2019 of 17/06/2019 approving the ratification of the Loan Agreement signed in Kigali, Rwanda on 16

ARRÊTÉ PRÉSIDENTIEL N° 075/01 DU 25/06/2019 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI, AU RWANDA LE 16 JANVIER 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE CENT QUATORZE MILLIONS DEUX CENT SOIXANTE-SIX MILLE EUROS (114.266.000 EUR) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT - FINANCEMENT ADDITIONNEL

Nous, KAGAME Paul,
Président de la République;

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

Vu la Loi n° 009/2019 du 17/06/2019 approuvant la ratification de l'Accord de prêt signé à Kigali, au Rwanda le 16 janvier 2019,

<p>umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na cumi n'enye n'ibihumbi magana abiri na mirongo itandatu na bitandatu z'Amayero (114.266.000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - inguzanyo y'inyongera;</p>	<p>January 2019, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred and fourteen million two hundred and sixty six thousand Euros (EUR 114,266,000) for the sustainable water supply and sanitation program - additional financing;</p>	<p>entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent quatorze millions deux cent soixante-six mille Euros (114.266.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement - financement additionnel;</p>
<p>Tumaze kubona Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na cumi n'enye n'ibihumbi magana abiri na mirongo itandatu na bitandatu z'Amayero (114.266.000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - inguzanyo y'inyongera;</p>	<p>Considering the Loan Agreement signed in Kigali, Rwanda on 16 January 2019, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred and fourteen million two hundred and sixty six thousand Euros (EUR 114,266,000) for the sustainable water supply and sanitation program - additional financing;</p>	<p>Considérant l'Accord de prêt signé à Kigali, au Rwanda le 16 janvier 2019, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent quatorze millions deux cent soixante-six mille Euros (114.266.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement - financement additionnel;</p>
<p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p>	<p>On proposal by the Minister of Finance and Economic Planning;</p>	<p>Sur proposition du Ministre des Finances et de la Planification Économique;</p>
<p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p>	<p>After consideration and approval by the Cabinet;</p>	<p>Après examen et adoption par le Conseil des Ministres;</p>
<p>TWATEGETSE KANDI DUTEGETSE:</p>	<p>HAVE ORDERED AND ORDER:</p>	<p>AVONS ARRÊTÉ ET ARRÊTONS:</p>

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na cumi n'enye n'ibihumbi magana abiri na mirongo itandatu na bitandatu z'Amayero (114.266.000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - inguzanyo y'inyongera, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iteka ritangirira gukurikizwa

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

Article One: Ratification

The Loan Agreement signed in Kigali, Rwanda on 16 January 2019, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred and fourteen million two hundred and sixty six thousand Euros (EUR 114,266,000) for the sustainable water supply and sanitation program - additional financing, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Infrastructure are entrusted with the implementation of this Order.

Article 3: Commencement

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

Article premier: Ratification

L'Accord de prêt signé à Kigali, au Rwanda le 16 janvier 2019, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent quatorze millions deux cent soixante-six mille Euros (114.266.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement - financement additionnel, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

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

Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

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

Kigali, ku wa 25/06/2019

Kigali, on 25/06/2019

Kigali, le 25/06/2019

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

KAGAME Paul
President of the Republic

(sé)

KAGAME Paul
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe

(sé)

Dr NGIRENTE Edouard
Prime Minister

(sé)

Dr NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 075/01 RYO KU WA 25/06/2019 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 MUTARAMA 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA CUMI N'ENYE N'IBIHUMBI MAGANA ABIRI NA MIRONGO ITANDATU NA BITANDATU Z'AMAYERO (114.266.000 EUR) AGENEWE GAHUNDA IRAMBYE YO GUKWIRAKWIZA AMAZI N'IBIKORWA BY'ISUKURA-INGUZANYO Y'INYONGERA

ANNEX TO PRESIDENTIAL ORDER N°075/01 OF 25/06/2019 RATIFYING THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 JANUARY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED AND FOURTEEN MILLION TWO HUNDRED AND SIXTY SIX THOUSAND EUROS (EUR 114,266,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM - ADDITIONAL FINANCING

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 075/01 DU 25/06/2019 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI, AU RWANDA LE 16 JANVIER 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE CENT QUATORZE MILLIONS DEUX CENT SOIXANTE-SIX MILLE EUROS (114.266.000 EUR) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT - FINANCEMENT ADDITIONNEL



PROGRAM ID: P-RW-E00-012
LOAN No.: 2000200003451

LOAN AGREEMENT

BETWEEN

THE REPUBLIC OF RWANDA

AND

AFRICAN DEVELOPMENT BANK

**SUSTAINABLE WATER SUPPLY AND SANITATION
PROGRAM- ADDITIONAL FINANCING**

**LOAN AGREEMENT
SUSTAINABLE WATER SUPPLY AND SANITATION
PROGRAM- ADDITIONAL FINANCING**

PROGRAM ID: P-RW-E00-012

LOAN No.: 2000200003451

This LOAN AGREEMENT, (the "Agreement") is entered into this 16th day of JANUARY 2019, between the **REPUBLIC OF RWANDA** (the "Borrower") and the **AFRICAN DEVELOPMENT BANK** (the "Bank").

WHEREAS:

- (A) The Borrower has requested the Bank to provide an additional loan out of its resources, to assist in financing the additional scope under the Sustainable Water Supply and Sanitation Program (the "Program") as further described in Schedule I (*Program Description*) of this Agreement;
- (B) The Water and Sanitation Corporation Limited (WASAC) shall be the Executing Agency for the Program;
- (C) The Borrower has declared its commitment to the execution of the Program;
- (D) On 29 November 2017, the Borrower entered into a loan agreement , No. 2000200001851 with the Bank for a loan of an amount not exceeding One Hundred and Twenty One Million, One Hundred and Thirty Seven Thousand United States Dollars (USD 121,137,000) (the "Initial ADB Loan") to finance the Program;
- (E) On 29 November 2017, the Borrower entered into a loan agreement No. 5050200000151 with the Bank (acting in its capacity as administrator and on behalf of the Africa Growing Together Fund) for a loan of an amount not exceeding Fifty Million United States Dollars (USD50,000,000) (the "Initial AGTF Loan") to finance the Program;
- (F) On or about the Date of the Loan Agreement, the Bank and the African Development Fund (*acting as administrator of the Rural Water Supply and*

Sanitation Initiative (RWSSI) Trust Fund) entered into a grant agreement with the Borrower for the financing of the additional scope under the Program for a grant of an amount not exceeding Eight Hundred Thousand Euros (EUR 800,000) (the “RWSSI Grant”); and

- (G) The Bank has agreed on the basis, *inter alia*, of the foregoing to extend to the Borrower an additional loan in the amount specified in Section 2.01 (*Amount*) of this Agreement on the terms and conditions set forth or referred to in this Agreement.

NOW THEREFORE, the Parties hereto hereby agree as follows:

ARTICLE I

GENERAL CONDITIONS, CONVERSION GUIDELINES, DEFINITIONS

Section 1.01. **General Conditions and Conversion Guidelines**. The *General Conditions Applicable to the African Development Bank Loan Agreements and Guarantee Agreements (Sovereign Entities)* dated February 2009, as amended from time to time, (the “General Conditions”) and the Conversion Guidelines as defined herein constitute an integral part of this Agreement.

Section 1.02. **Inconsistency**. In the event of an inconsistency between any provision of this Agreement and the General Conditions or the Conversion Guidelines, the provisions of this Agreement shall prevail.

Section 1.03. **Definitions**. Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in Schedule IV (*Definitions*) to this Agreement.

Section 1.04. **Schedules**. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

ARTICLE II

THE LOAN

Section 2.01. **Amount**. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, a loan of an amount not exceeding One Hundred and Fourteen Million Two Hundred and Sixty Six Thousand Euros (EUR 114,266,000) (the “Loan”), which amount may be converted from time

to time through a Currency Conversion in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement and the Conversion Guidelines, to assist in financing the additional scope of work under the Program as further described in Schedule 1 (*Program Description*) to this Agreement.

Section 2.02. **Front-End Fee.** The Borrower shall pay the Bank a Front-end Fee on the Loan in amount at a rate equal to zero point twenty-five percent (0.25%) of the Loan. Except as otherwise provided in Section 4.03 (*Deduction of Front-End Fee*) of this Agreement, the Borrower shall pay the Front-End Fee no later than sixty (60) days after the Date of Entry into Force, or at first disbursement, whichever is the earlier. The Borrower shall pay the Front-End Fee on the full Loan amount notwithstanding any full or partial cancellation of the Loan occurring after the Date of Entry into Force.

Section 2.03. **Commitment Charge.** The Borrower shall pay a Commitment Charge computed at a rate equal to zero point twenty-five per cent (0.25%) per annum on the Undisbursed Loan Balance, which shall begin to accrue sixty (60) days after the Date of the Loan Agreement. The Commitment Charge shall be payable on each Payment Date including during the Grace Period. The Commitment Charge shall cease to accrue upon full disbursement or cancellation of the Loan.

Section 2.04. **Interest**

- (a) Until the initial Interest Rate Conversion, and subject to Section 2.05 (*Interest Rate Substitution*) of this Agreement, the interest payable by the Borrower on each disbursement for each Interest Period shall be at a rate per annum equal to the Floating Base Rate plus the Lending Margin, the Funding Cost Margin and the Maturity Premium, as applicable, *provided*, however, that the interest payable shall in no event be less than zero percent (0%) per annum. Interest shall be payable on each Payment Date.
- (b) Pursuant to an Interest Rate Conversion, the interest payable by the Borrower on each disbursement for each Interest Period shall, subject to Section 2.05 (*Interest Rate Substitution*) of this Agreement, be at a per annum rate equal to the Fixed Base Rate plus the Lending Margin, the Funding Cost Margin and the Maturity Premium, *provided*, however, that the interest payable shall in no event be less than zero percent (0%) per annum. Interest shall be payable on each Payment Date.

- (c) The Bank shall notify the Borrower of the interest rate applicable for each Interest Period as soon as it determines such interest rate.

Section 2.05. **Interest Rate Substitution.** If, for any reason whatsoever, the Bank cannot determine or calculate the Floating Base Rate or, with respect to amounts of the Loan to which an Interest Rate Conversion applies, the Fixed Base Rate (for amounts for which a Fixed Base Rate has not previously been determined) in accordance with Section 2.04 (*Interest*) of this Agreement, the Bank shall promptly notify and consult the Borrower in order to decide on a substitute interest rate in accordance with Section 3.03 (b) and (c) (*Interest*) of the General Conditions.

Section 2.06. **Computations.** Any Interest and Commitment Charge shall be computed on the basis of actual days elapsed (including the first day but excluding the last day) occurring in the period for which such Interest or Commitment Charge is payable and (i) a year of three hundred and sixty (360) days for USD, EUR and JPY; (ii) a year of three hundred and sixty-five (365) days for ZAR; and (iii) in respect of any currency other than USD, EUR, JPY and ZAR, such market convention calendar days as determined by the Bank and notified to the Borrower.

Section 2.07. **Repayment of Principal.** Without prejudice to Section 7.01 (*Events of Acceleration*) of the General Conditions, the Borrower shall repay the Disbursed Loan Balance over a period of seventeen (17) years after the expiration of the Grace Period by means of thirty four (34) equal and consecutive semi-annual installments payable on each Payment Date. The first of such installments shall be payable on the first Payment Date immediately following the expiration of the Grace Period.

Section 2.08. **Prepayment.**

- (a) Pursuant to the provisions of Section 3.06 (*Repayment and Prepayment*) of the General Conditions, the Borrower shall have the right to prepay all or part of the Disbursed Loan Balance prior to its maturity without any prepayment costs other than any applicable Conversion Unwinding Costs which shall be determined by the Bank and notified to the Borrower.
- (b) If a Conversion has been effected on any Loan amount that is to be prepaid, the Borrower shall, at the time of the prepayment, pay the applicable Conversion Unwinding Costs, and a transaction fee for the early termination

of the Conversion, in such amount or at such rate as notified by the Bank and in effect at the time of receipt by the Bank of the notice of prepayment.

- (c) Unless otherwise expressly indicated by the Borrower in its prepayment notice, prepaid amounts shall be applied *pro rata* to all outstanding Loan maturities.
- (d) Any partial prepayment in respect of an amount of the Loan to which a Conversion has been effected shall not be in an amount less than the minimum principal amount for Conversions provided in the Conversion Guidelines.
- (e) The Borrower may not re-borrow from the Bank, amounts prepaid under this Agreement.

Section 2.09. **Partial Payments.** If the Borrower at any time, makes a payment to the Bank, which is less than the full amount of all sums due and payable to the Bank hereunder, such payment shall, unless the Bank otherwise agrees, be applied in the following order: Front-End Fee, Commitment Charge, Conversion Unwinding Costs, transaction fee if applicable, interest, and lastly to principal.

Section 2.10. **Currencies, Mode and Place of Payments.**

- (a) Subject to the provisions of Section 4.04 (*Temporary Currency Substitution*) of the General Conditions, all amounts due to the Bank under this Agreement shall be payable in the Loan Currency.
- (b) Any amount due to the Bank pursuant to this Agreement, shall be payable without being subject to any restriction, tax set-off or deduction on account of exchange rate fluctuations, transmission, other transfer charges or other reasons of any nature whatsoever.
- (c) Such amounts shall be paid into a bank account of the Bank, which the Bank shall notify to the Borrower from time to time, and shall be deemed to have been paid only when and to the extent that the Bank has actually received the full amount due in the Loan Currency on the due date. If the due date falls on a day which is not a Business Day, such amount shall be paid so that it is actually received by the Bank on the next Business Day in its account and

interest and Commitment Charge shall continue to accrue for the period from such due date to the next succeeding Business Day.

Section 2.11. **Certificates and Determinations.** Any certification or determination by the Bank of a rate or amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

ARTICLE III **CONVERSION OF LOAN TERMS**

Section 3.01. **Conversions Generally.** The Borrower may at any time request any of the following Conversions of the terms of any portion of the Loan in order to facilitate prudent debt management: (i) Currency Conversion; (ii) Interest Rate Conversion; (iii) Interest Rate Cap; or (iv) Interest Rate Collar. Each such request shall be furnished by the Borrower to the Bank in accordance with the Conversion Guidelines and, shall, upon acceptance and effectuation by the Bank, be considered a Conversion for the purposes of this Loan Agreement and the Conversion Guidelines.

Section 3.02. **Conversion Fees.** The Borrower shall, upon receipt of notice in writing, pay to the Bank:

- (a) the applicable transaction fee for the Conversion, and for each early termination of a Conversion, including any early termination pursuant to Section 2.08(b) (*Prepayment*) of this Agreement and Section 7.01 (*Events of Acceleration*) of the General Conditions; and
- (b) Conversion Unwinding Costs, if any, for each early termination of a Conversion, in such amount or at such rate, in such currency and at such times as announced by the Bank from time to time in accordance with the applicable Conversion Guidelines.

ARTICLE IV **ENTRY INTO FORCE AND DISBURSEMENT**

Section 4.01. **Entry into Force.** The Loan Agreement shall enter into force upon fulfillment by the Borrower of the provisions of Section 12.01(*Entry into Force*) of the General Conditions.

Section 4.02. **Disbursement.** The proceeds of the Loan shall be disbursed by the Bank, subject to the provisions of (a) Article V (*Disbursement of the Loan*) of the

General Conditions; (b) the Disbursement Handbook; (c) the Disbursement Letter; (d) Article IV (*Entry into Force and Disbursement*) of this Agreement; and (e) such additional instructions as the Bank may specify by notice to the Borrower, to finance Eligible Expenditures as set forth in Schedule II (*Allocation of the Loan*) to this Agreement.

Section 4.03. **Deduction of Front-End Fee.**

- (a) No disbursement of the Loan shall be made until the Bank has received from the Borrower payment in full of the Front-End Fee.
- (b) The Borrower may, by notice in writing, request that the Front-End Fee be paid out of the proceeds of the Loan and, the Bank shall upon receipt of such request, on behalf of the Borrower, withdraw an amount equivalent to the Front-End Fee from the Loan and pay to itself such fee.

Section 4.04. **Currencies of Disbursement.** Subject to Section 4.04 (*Temporary Currency Substitution*) of the General Conditions, all disbursements of the Loan shall be denominated in the Loan Currency, unless and until they become part of a Currency Conversion in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement and the Conversion Guidelines.

Section 4.05. **Condition Precedent to First Disbursement.** In addition to the provisions of Section 4.01 (*Entry into Force*), the obligation of the Bank to make the first disbursement of the Loan shall be subject to the satisfaction of the following condition by the Borrower:

- (a) The execution and delivery of a Subsidiary Agreement between the Executing Agency and the Borrower in form and substance satisfactory to the Bank.

Section 4.06. **Conditions Precedent to Disbursements for Works Involving Resettlement.** Subject to the provisions of Section 4.01 (*Entry into Force*) and Section 4.05 (*Condition Precedent to First Disbursement*), the obligation of the Bank to disburse the Loan for works that involve resettlement shall be subject to the fulfillment by the Borrower of the following additional conditions:

- (a) Submission of a works and compensation schedule prepared in accordance with the Abbreviated Resettlement Action Plan (ARAP) and the Bank's Safeguards

Policies, in form and substance satisfactory to the Bank detailing: (i) each lot of civil works under the Program; and (ii) the time frame for compensation and/or resettlement of all Project affected persons (PAPs) in respect of each lot;

- (b) Submission of satisfactory evidence that all Project affected persons (PAPs) in respect of civil works in a given lot have been compensated and/or resettled in accordance with the Environmental and Social Management Plan (ESMP), the ARAP, the agreed works and compensation schedule and the Bank's Safeguards Policies, prior to the commencement of such civil works and in any case before the PAPs' actual move and/or taking of land and related assets; and
- (c) Submission of an Environmental and Social Impact Assessment (ESIA) and an Environmental and Social Management Plan (ESMP), in the form and substance satisfactory to the Bank.

Section 4.07. **Closing Date.** For purposes of Section 6.03 (*Cancellation by the Bank*) of the General Conditions, the Closing Date shall be 31 December 2023, or such later date as shall be agreed upon in writing between the Borrower and the Bank.

ARTICLE V **UNDERTAKINGS**

Section 5.01. The Borrower declares its commitment to the objectives of the Program. To this end, the Borrower shall carry out the Program, and shall cause the Executing Agency and, its contractors and/or agents to carry out the Program, in accordance with the provisions of Article IX (*Program Implementation - Cooperation and Information*) of the General Conditions and this Agreement.

Section 5.02. **Institutional Arrangements.**

- (a) The Borrower shall, and shall cause the Executing Agency to maintain the Single Project Implementation Unit ("SPIU") at all times until completion of the Program, with mandate, staffing and resources satisfactory to the Bank.
- (b) The SPIU shall be strengthened by the recruitment of technical assistants with experience in implementing large-scale water and sanitation projects to provide on-the-job and structured trainings to the Executing Agency's staff in order to develop their capacities and to ensure effective program implementation. The technical assistants shall include experts in project management, procurement,

civil engineering/water and sanitation, mechanical engineering, and process engineering.

Section 5.03. **Environmental and Social Safeguards**

- (a) The Borrower shall, and shall cause the Executing Agency and all its contractors, sub-contractors and agents to:
- (i) carry out the Program in accordance with the ESMP, the ARAP and /or the agreed works and compensation schedule, the Bank's Safeguards Policies and the applicable national legislation in a manner and in substance satisfactory to the Bank;
 - (ii) prepare and submit to the Bank, as part of the Program Report in Section 8.01 (*Program Report*) of this Agreement, quarterly reports on the implementation of the ESMP and the ARAP including any deficiencies identified and the corrective measures thereto; and
 - (iii) refrain from taking any action which would prevent or interfere with the implementation of the ESMP, the ARAP, including any amendment, suspension, waiver, and/or avoidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the Bank.
- (b) The Borrower shall not, and shall cause the Executing Agency and all its contractors, sub-contractors and agents not to commence implementation of any civil/construction works on any section of a given lot under the Program, unless all PAPs under such lot have been compensated and/or resettled in accordance with the ARAP and the agreed works and compensation schedule.

Section 5.04. **Integrity**. The Borrower shall, and shall cause the Executing Agency, and any of its contractors or agents to, carry out the Program in accordance with the provisions of the Anti-Corruption Policies.

Section 5.05. **Other Conditions**. The Borrower shall:

- (a) not later than twelve (12) months from the Date of the Loan Agreement, submit the evidence of the execution and delivery of a Co-financing Agreement with the Co-financer in form and substance acceptable to the Bank

or evidence that the Borrower has secured financing from alternative sources to cover the financing gap resulting from failure to obtain the Co-financing;

- (b) ensure the timely provision of counterpart funds during Program implementation;
- (c) undertake regular tariff reviews to ensure the Executing Agency's financial sustainability; and
- (d) not later than six (6) months from the Date of the Loan Agreement, recruit technical assistants with experience in implementing large-scale water and sanitation projects to strengthen the SPIU.

Section 5.06. **Subsidiary Agreement**

- (a) To facilitate the implementation of the Program, the Borrower shall make the proceeds of the Loan available to the Executing Agency under a subsidiary agreement between the Borrower and the Executing Agency (the "Subsidiary Agreement") under terms and conditions approved by the Bank, which shall include inter alia (i) the roles and responsibilities of the Executing Agency with regard to the implementation of the Program; (ii) the repayment terms of the Loan; and (iii) the obligation of the Executing Agency to comply with the reporting, financial management, technical, fiduciary, safeguards, monitoring and other relevant requirements applicable to the Program in accordance with the provisions of this Agreement.
- (b) The Borrower shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interest of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.
- (c) Notwithstanding the foregoing, in the event of a conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE VI
ADDITIONAL REMEDIES OF THE BANK

Section 6.01. **Other Events of Suspension.** For the purpose of Section 6.02 (1) (i) (*Other Events of Suspension*) of the General Conditions, the other events of suspension consist of the following:

- (a) The Executing Agency's Legislation has been amended, suspended, repealed or waived or in the opinion of the Bank, the legal character, ownership or control of the Executing Agency has changed from that prevailing as of the Date of the Loan Agreement, so as to materially and adversely affect the ability of the Executing Agency to perform any of its obligations arising under or entered into pursuant to the Loan Agreement, or to achieve the objectives of the Program;
- (b) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Executing Agency;
- (c) The Executing Agency has failed to perform its obligations under the Subsidiary Agreement; and
- (d) Any circumstance arising which in the opinion of the Bank interferes with or threatens to interfere with the successful completion of the Program or the accomplishment of its purposes.

Section 6.02. **Other Events of Cancellation.** In addition, to the events in Section 6.03 (*Cancellation by the Bank*) of the General Conditions, the other event of cancellation consists of any event specified in Section 6.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Bank to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Bank.

Section 6.03. **Other Events of Acceleration.** In addition to events in Section 7.01 (*Events of Acceleration*) of the General Conditions, the other event of acceleration consists of any event specified in Section 6.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Bank to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Bank.

ARTICLE VII
PROCUREMENT

Section 7.01. **Procurement.** All Goods, Works, Non-Consulting Services and Consulting Services required for the Program and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in the Procurement Framework and the Borrower's Procurement Plan for the Program set forth in Schedule III (*Procurement Plan*) of this Agreement which may be amended from time to time in accordance with Section 7.03 (*Procurement Plan*) of this Agreement.

Section 7.02. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Article VII (*Procurement*) including those describing particular procurement methods or methods of review by the Bank of particular contracts, have the meanings ascribed to them in the Procurement Framework.

Section 7.03. **Procurement Plan.** Before the Date of the Loan Agreement, the Borrower shall submit to the Bank for its approval, a Procurement Plan in form and substance satisfactory to the Bank, covering the entire Program implementation period. The Borrower shall update the Procurement Plan on an annual basis or as needed, and each such update shall, to the extent practicable, cover a period of at least eighteen (18) months of the Program implementation period. Any revisions or updates to the Procurement Plan shall be made in writing with the Bank's prior approval.

Section 7.04. **Use of the Borrower's Procurement System**

- (a) **Eligibility.** The proceeds of the Loan shall be used for the procurement of Goods, Works, Non-Consulting Services, and Consulting Services satisfying the applicable country of origin requirements prescribed in the Rwanda's Law No. 62/2018 of 25/08/2018 Governing Public Procurement (the "**Borrower's Procurement System**"), except that, the proceeds of the loan shall not be used for the procurement of :
- (i) goods manufactured in, or services supplied from, a country excluded in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and/ or
 - (ii) firms sanctioned by the Bank in accordance with the Anti- Corruption Policies; and/or

- (iii) goods manufactured in, or services supplied from, territories of non-Member States for contracts with a value exceeding the equivalent of One Million Units of Account (UA 1,000,000) for Goods, Six Million Units of Account (UA 6,000,000) for Works, and Three Hundred Thousand Units of Account (UA 300,000) for Consulting Services.
- (b) **Methods.** The procurement will be undertaken in accordance with the Borrower's Procurement System using the relevant National Standard Bidding Documents or National Model Bidding Documents and the methods prescribed in the Procurement Plan.
- (c) **Reservation of Rights by the Bank.** The Bank reserves the right to, in its sole discretion, require the use of the Bank's Procurement Methods and Procedures in the event that:
 - (i) a revision introduced in the Borrower's Procurement System adversely and substantially impacts the execution of procurement activities under the Program;
 - (ii) any required risk mitigation measures are not satisfactorily implemented and/ or heightened risks are observed; or
 - (iii) any audit finds deficiencies and inadequacies in the Borrower's Procurement System; or
 - (iv) complaints are not properly addressed under the Borrower's complaints handling procedures and mechanisms, which no longer provide a credible recourse as well as an impartial and equitable dispute resolution mechanism; or
 - (v) any other event or circumstances occur which, in the reasonable opinion of the Bank, may require the use of the Bank's Procurement Methods and Procedures.
- (d) **Procurement Oversight.**
 - (i) The Borrower shall cause the Rwanda Public Procurement Authority to carry out a procurement audit in accordance with the Borrower's Procurement System on an annual basis. The annual procurement audit

report shall be submitted to the Bank, no later than six (6) months after the end of each financial year.

- (ii) The Bank may, in its sole discretion, require independent procurement audits or inspections to be undertaken by independent auditors appointed by the Bank. The costs of such independent audits or inspections shall be borne by the Bank.

Section 7.05. **Use of the Bank's Procurement Methods and Procedures (PMPs)**

- (a) **Eligibility.** Subject to the provisions of Section 7.04 (a)(iii) (*Use of the Borrower's Procurement System*) of this Agreement, the proceeds of the Loan shall be used exclusively for the procurement, in the territories of the Member States, of goods manufactured in, or services supplied from, those territories.
- (b) **Methods.** The procurement will be undertaken in accordance with the Bank's PMPs using the relevant Standard Solicitation Documents and the methods prescribed in the Procurement Plan.
- (c) **Procurement Oversight**
 - (i) Except as the Bank shall otherwise determine by notice to the Borrower, each contract for Goods, Works and Non-Consulting services procured on the basis of Open Competitive Bidding (International) shall be subject to Prior Review by the Bank.
 - (ii) Except as indicated in paragraph (i) above, the Procurement Plan shall set forth those contracts, which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.
 - (iii) In accordance with Section 9.02 (c) (*Cooperation and Information*) of the General Conditions, the Bank may, upon reasonable notice to the Borrower, conduct supervision missions, independent procurement reviews and inspection concerning the procurement undertaken using the proceeds of the Loan.

Section 7.06. **Advance Contracting**

- (a) Subject to the provisions of paragraph (b) below, the Bank has authorized Advance Contracting for the recruitment of design review and supervision consultancies required for Component 1 (*Water Supply Infrastructure and Services Improvement*) of the Program in accordance with the Bank's PMPs within a period of six (6) months prior to the Date of the Loan Agreement.
- (b) The Borrower acknowledges and agrees that the authorization by the Bank for the use of Advance Contracting in accordance with paragraph (a) above, does not, in any way constitute an offer or undertaking by the Bank to finance the contract(s) awarded by the Borrower in respect of the Advance Contracting.

Section 7.07. **Reports and Retention of Documents.**

- (a) The Borrower shall and shall cause the Executing Agency to maintain and record all relevant information concerning the procurement activities undertaken for the Program and shall include said information in each Program Report to be submitted to the Bank on a quarterly basis in accordance with the provisions of Section 8.01 (*Program Report*) of this Agreement.
- (b) The Borrower shall and shall cause the Executing Agency to retain copies of all contracts, invoices, bidding documents and evaluation reports for periodic review and inspection by the Bank in accordance with Section 9.09 (c) (*Accounts, Records and Audit*) of the General Conditions.

ARTICLE VIII
PROGRAM REPORTING

Section 8.01. **Program Report.** The Borrower shall and cause the Executing Agency to monitor the progress of the Program and prepare Program Reports in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions and on the basis of indicators acceptable to the Bank. Each Program Report shall cover a period of one (1) calendar quarter and shall be furnished to the Bank no later than forty-five (45) days after the end of the period covered by such report.

Section 8.02. **Program Completion Report.** The Borrower shall prepare and submit to the Bank a Program Completion Report, pursuant to Section 9.10 (*Completion*

Report) of the General Conditions, no later than six (6) months after the end of the Program.

ARTICLE IX
FINANCIAL MANAGEMENT

Section 9.01. **Internal Control.** The Borrower shall and cause the Executing Agency to maintain proper records and procedures in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions.

Section 9.02. **Interim Financial Reporting.** Without limitations to the provisions of Article IX (*Financial Management*) of this Agreement, the Borrower shall and cause the Executing Agency to prepare and furnish to the Bank quarterly financial reports for the Program no later than forty-five (45) days after the end of the respective quarter, in form and substance satisfactory to the Bank.

Section 9.03. **Financial Audit.**

- (a) The Borrower shall and cause the Executing Agency to have its financial statements for the Program audited and certified in accordance with terms of reference acceptable to the Bank by the Office of the Auditor General or a competitively recruited independent auditor appointed by the Borrower with the approval of the Bank.
- (b) Each audit of the financial statements for the Program shall cover a period of one (1) financial year except (i) the first audit, which may cover a period not exceeding eighteen (18) months after the date of first disbursement of the Loan, if such first disbursement occurs in the second half of the applicable financial year; and (ii) the final audit, which may cover a period not exceeding eighteen (18) months, if the Closing Date occurs within the first half of the applicable financial year.
- (c) The audit reports shall comprise inter alia (i) a complete set of the audited financial statements for the applicable financial year with the auditor's opinion thereon; and (ii) the management letter, which shall be furnished to the Bank no later than six (6) months after the end of the financial year. The last complete set of the annual audited financial statements at the end of the Program shall be submitted to the Bank no later than six (6) months after the Closing Date.

- (d) The cost of the external audit, if executed by a competitively recruited independent auditor, will be borne out of the proceeds of the Loan.

ARTICLE X

AUTHORIZED REPRESENTATIVES, DATE, AND ADDRESSES

Section 10.01. **Authorized Representatives.** The Minister of Finance and Economic Planning or such other person as the Minister of Finance and Economic Planning may designate in writing shall be the authorized representative for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions.

Section 10.02. **Date of the Loan Agreement.** For all purposes of this Agreement, the date of this Agreement shall be that appearing in the preamble hereof.

Section 10.03. **Addresses.** The following addresses are specified for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions:

For the Borrower:

Mail Address:

Ministry of Finance and Economic Planning
B. P. 158 - Kigali
REPUBLIC OF RWANDA
Tel: (+250) 252 575 756
Fax: (+250) 252 577 581

Attention:

The Permanent Secretary and Secretary to the Treasury

For the Bank:

Headquarters Mail Address:

African Development Bank
01 B.P. 1387 - Abidjan 01
REPUBLIC OF COTE D'IVOIRE

Attention:

Director, Water Development and Sanitation

Country Office Mail Address:

African Development Bank Group
Boulevard de l'Umuganda
Building Glory House, 3rd & 4th floors;
Kacyiru Road
P.O. Box 7329 – Kigali
REPUBLIC OF RWANDA
Tel: (+250) 252 504250
Fax: (+250) 252 504298

Attention:

Country Manager, Rwanda Country Office


IN WITNESS WHEREOF the Borrower and the Bank, each acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date appearing in the opening sentence of this Agreement.

FOR THE REPUBLIC OF RWANDA



UZZIEL NDAGIJIMANA
MINISTER OF FINANCE AND ECONOMIC PLANNING

FOR AFRICAN DEVELOPMENT BANK



MARTHA T.M. PHIRI
COUNTRY MANAGER
RWANDA COUNTRY OFFICE



ATTESTED BY: _____



VINCENT O. NMEIELLE
SECRETARY GENERAL

SCHEDULE I
PROGRAM DESCRIPTION

The objective of the Program is to improve the quality of life and socio-economic development in Rwanda by ensuring equitable provision of adequate, reliable and sustainable water and sanitation services for targeted cities with a view to promoting economic growth and transformation.

The additional scope to be financed by this Loan include water supply infrastructure in areas that were not included in the initial financing of the Program due to resource constraint. The additional financing will support provision of sanitation facilities in ten (10) schools and efficiency improvement of selected rural piped water supply schemes. It will mainly support scaling up of Component 1 below in Nyagatare, Gatsibo, Kayonza, Ngoma, Bugesera, Ruhango, Nyanza, Muhanga, Ngororero, Kamonyi, Musanze, Nyabihu, Rubavu, Karongi and Rutsiro districts. Upon completion of the Program, an additional 1.5 million people (of which 0.7 million are in peri-urban/ rural areas) will be benefitting from improved, reliable and sustainable water supply services.

The additional finance for the Program focuses on four (4) components as follows:

- 1) **Water Supply Infrastructure and Services Improvement**
The activities under this component include construction of eight (8) water supply systems including peri-urban/ rural areas (Ngoma River, Muhazi, Sake, Busogwe, Ngororero, Kagaga, Volcano Belt, Kivu Belt) and studies for future investments.
- 2) **Sanitation Infrastructure and Services Improvement**
The activity includes the provision of latrines for ten (10) schools.
- 3) **Institutional Support**
The activity includes the efficiency improvement support for rural piped schemes.
- 4) **Program Management**
The activity includes the Program management support (audit, operating expenses etc.)

SCHEDULE II
ALLOCATION OF THE LOAN

The table below indicates the categories of Eligible Expenditures to be financed out of the proceeds of the Loan and the amount allocated to each category:

Category	Expenditure In Euros (Millions)		
	Foreign Currency	Local Currency	Total
Consulting services	10.697	-	10.697
Works	67.887	35.682	103.569
Total cost	78.584	35.682	114.266

**SCHEDULE III
PROCUREMENT PLAN**

1. Bank's Procurement Methods & Procedures

Table 1-1 Consultancy Services

Description	Date EOI Received	Date No-Objection	Selection Method	Lumpsum or Time-Based	Estimated Amount in (UA '000)	Prior/Post Review	Bid Closing Date
Detailed Study and Supervision of Works for the Construction of NGOMA River Water Supply System	19-Oct-18	26-Oct-18	QCBS (International)	Lumpsum & Time Based	1,613.13	Prior	10-Feb-19
Detailed Study and Supervision of Works for the Construction of MUIHAZI Water Supply System	19-Oct-18	26-Oct-18	QCBS (International)	Lumpsum & Time Based	1,118.09	Prior	10-Feb-19
Detailed Study and Supervision of Works for the Construction of SAKI Water Supply System , Phase 1	19-Oct-18	26-Oct-18	QCBS (International)	Lumpsum & Time Based	921.91	Prior	10-Feb-19
Detailed Study and Supervision of Works for the Construction of BUSOGWE Water Supply System	2-Nov-18	9-Nov-18	QCBS (International)	Lumpsum & Time Based	803.54	Prior	24-Feb-19
Detailed Study and Supervision of Works for the Construction of NGORORERO Water Supply System;	2-Nov-18	9-Nov-18	QCBS (International)	Lumpsum & Time Based	428.80	Prior	24-Feb-19
Detailed Study and Supervision of Works for the Construction of KAGAGA Water Supply System	2-Nov-18	9-Nov-18	QCBS (International)	Lumpsum & Time Based	1,026.26	Prior	24-Feb-19
Detailed Study and Supervision of Works for the Construction of VOLCANO BELT Water Supply System;	16-Nov-18	23-Nov-18	QCBS (International)	Lumpsum & Time Based	464.25	Prior	10-Mar-19
Detailed Study and Supervision of Works for the Construction of KIVU BELT Water Supply System (Phase I);	16-Nov-18	23-Nov-18	QCBS (International)	Lumpsum & Time Based	950.71	Prior	10-Mar-19

Table 1-2 Works

Description	SPN/IFP Received	SPN/IFP NO-Objection Date	SPN/IFP Publication Date (UNDB)	Estimated Amount in UA (000)	Lumpsum or Unit Rate	Procurement Method	Pre-or Post-Qualification	Dom/Reg-Preference (Y/N)	Prior or Post Review	Bid closing date
Construction of NGOMA River Water Supply System;	14-Mar-20	21-Mar-20	28-Mar-20	20,164	Unit Rate	OCB (International)	Post	N	Prior	19-May-20
Construction of MUHAZI Water Supply System;	14-Mar-20	21-Mar-20	28-Mar-20	12,423	Unit Rate	OCB (International)	Post	N	Prior	19-May-20
Construction of BUSOGWE Water Supply System;	28-Mar-20	4-Apr-20	11-Apr-20	13,392	Unit Rate	OCB (International)	Post	N	Prior	2-Jun-20
Construction of KAGAGA Water Supply System;	28-Mar-20	4-Apr-20	11-Apr-20	12,828	Unit Rate	OCB (International)	Post	N	Prior	2-Jun-20
Construction of KIVU BELT Water Supply System (Phase I);	11-Apr-20	18-Apr-20	25-Apr-20	11,884	Unit Rate	OCB (International)	Post	N	Prior	16-Jun-20

2. Borrower's Procurement Methods & Procedures

Table 2-1 Consultancy Services

Description	Date EOI Received	Date No-Objection	Selection Method	Lumpsum or Time-Based	Estimated Amount in (UA '000)	Prior/Post Review	Bid Closing Date
Supervision of Works for the Construction of MODEL LATRINES for schools;	16-Nov-18	23-Nov-18	QCBS (National)	Time Based	32.44	Post	16-Feb-19

Description	SPN/IFP Received	SPN/IFP NO-Objection Date	SPN/IFP Publication Date (UNDB)	Estimated Amount in UA (000)	Lumpsum or Unit Rate	Procurement Method	Pre-or Post-qualification	Dom/Reg. Preference (Y/N)	Prior or Post Review	Bid closing date
Construction of SAKÉ Water Supply System, Phase I;	14-Mar-20	21-Mar-20	28-Mar-20	10,243	Unit Rate	OCB (International)	Post	N	Post	19-May-20
Construction of NGORORERO Water Supply System;	28-Mar-20	4-Apr-20	11-Apr-20	4,288	Unit Rate	OCB (International)	Post	N	Post	2-Jun-20
Construction of VOLCANO BELT Water Supply System;	11-Apr-20	18-Apr-20	25-Apr-20	5,158	Unit Rate	OCB (International)	Post	N	Post	16-Jun-20
Construction of MODEL LATRINES for schools;	15-Jan-19	22-Jan-19	29-Jan-19	324	Unit Rate	OCB (National)	Post	N	Post	7-Mar-19

Table 2-2 Works

SCHEDULE IV
DEFINITIONS

1. **“Abbreviated Resettlement Action Plan”** or **“ARAP”** means, a comprehensive planning document prepared by the Borrower in accordance with the Bank’s Safeguards Policies that specifies the procedures that an involuntary resettlement process shall follow, and the actions that shall be taken to compensate Project affected persons and communities, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.
2. **“Agreement”** means this loan agreement as may be amended from time to time as well as all the schedules and supplements thereto.
3. **“Anti-Corruption Policies”** means, the Uniform Framework for Preventing and Combating Fraud and Corruption dated September 2006, the Whistle Blowing and Complaints Handling Policy dated January 2007, the Procurement Framework, the Cross- Debarment Agreement and the Sanctions Procedures of the African Development Bank Group issued November 18, 2014 as the same may be amended from time to time.
4. **“Approved Currency”** means, any currency approved as a lending currency by the Bank which, upon the Conversion, becomes the Loan Currency.
5. **“Bank”** means, the African Development Bank.
6. **“Bank’s Safeguards Policies”** means, the policies, procedures and guidelines of the Bank that concern environmental and social matters including, the Bank Group Integrated Safeguards System (Policy Statement, Operational Safeguards and Guidance Materials), the Involuntary Resettlement Policy, the Environmental and Social Assessment Procedures, the Bank Group Policy for Disclosure and Access to Information, the Bank Group Policy on Poverty Reduction, and the Gender Policy as may be amended and revised from time to time.
7. **“Business Day”** means any day (other than a Saturday or Sunday) on which commercial banks or money markets are open for general business for such transactions as are required by this Agreement at any given place, including:
 - (i) London for LIBOR resets;

- (ii) TARGET2 for EURIBOR resets and payments in EUR;
 - (iii) Johannesburg for JIBAR resets and payments in ZAR;
 - (iv) New York for payments in USD;
 - (v) Tokyo for payments in JPY;
 - (vi) in relation to any date for payment or purchase of a currency other than EUR, JPY, USD or ZAR) the principal financial centre of the country of that currency; and
 - (vii) Abidjan and Kigali for any other transaction under the Agreement.
8. **“Co-financier”** means OPEC Fund for International Development
9. **“Co-financing Agreement”** means the agreement to be entered into between the Borrower and the Co-financier providing for the Co-financing.
10. **“Co-financing”** means, for purposes of Section 2.01 (*Definitions*) of the General Conditions, an amount of Twenty Million United States Dollars (USD 20,000,000) to be provided by the Co-financier to assist in financing the Program.
11. **“Completion Report”** means, a comprehensive report on the execution and the initial operation of the Program, including its costs and benefits derived and to be derived from it, the performance by the Parties’ respective obligations under the Agreement, the accomplishment of the purposes of the Loan and the plan designed to ensure the sustainability of the Program achievements, amongst others to be prepared and submitted by the Borrower to the Bank in accordance with the terms of this Agreement.
12. **“Conversion”** means, a conversion as described in Section 3.01 (*Conversions generally*) of this Agreement.
13. **“Conversion Guidelines”** means, the *African Development Bank Guidelines for Conversion of Loan Terms* issued from time to time by the Bank, and in effect at the time of the Conversion.
14. **“Conversion Unwinding Costs”** means any cost the Bank may incur in relation to cancellation or adjustment in the Conversion contracts executed by

the Bank upon request from the Borrower in case of (i) prepayment in full or part of the Loan before maturity, (ii) payment default or (iii) cancellation or adjustment in the Conversion transaction(s) for any reason under the Agreement.

15. **“Cross Debarment Agreement”** means the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 and entered into, amongst the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank Group and the World Bank Group, as the same may be amended from time to time.
16. **“Currency Conversion”** means a change of the Loan Currency of all or a portion of the disbursed or undisbursed amount of the Loan, to an Approved Currency in accordance with the Conversion Guidelines.
17. **“Disbursed Loan Balance”** means the principal amount of the Loan disbursed to the Borrower and outstanding from time to time.
18. **“Disbursement Handbook”** means the Disbursement Handbook of the African Development Bank Group dated 22 July 2012 setting out the disbursement policies, guidelines, practices, and procedures of the Bank Group as amended from time to time.
19. **“Eligible Expenditures”** means expenditure determined as eligible for Bank Group financing under the Policy on Expenditure Eligible for Bank Group Financing dated March 2008 as amended from time to time.
20. **“Environmental and Social Impact Assessment”** or **“ESIA”** means a tool to identify and assess the likely environmental and social impacts of the Program, to determine their magnitude and significance, and to define management or mitigation measures designed to avoid and minimize where possible, or if not, to offset or compensate for adverse impacts and risks.
21. **“Environmental and Social Management Plan”** or **“ESMP”** means an instrument developed as the outcome of an ESIA of the Program that sets out the action plan of environmental and social management measures to be implemented by the Borrower, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.

22. **“EURIBOR”** means, the Euro Interbank Offered Rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for deposits in Euro for a six (6)-month period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters, as of 11:00 a.m. (Brussels time), two TARGET Days prior to the relevant Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
23. **“Euro(s)”** or **“EUR”** shall mean the single currency of the European Participating Member States.
24. **“European Participating Member States”** means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.
25. **“Executing Agency’s Legislation”** means the Prime Minister’s Order N° 87/03 dated 16/08/2014 establishing Water & Sanitation Corporation Limited as a company legally incorporated in Rwanda to manage the water and sanitation services in Rwanda.
26. **“Fixed Base Rate”** means the amortizing market swap rate determined in accordance with financial market conditions and calculated on the Fixing Date based on the principal amortizing schedule of one or several particular tranches of the Loan.
27. **“Fixing Date”** means, for a loan for which a Fixed Base Rate is requested, a maximum of two (2) Business Days before the Fixed Base Rate value date.
28. **“Floating Base Rate”** means, for any Interest Period, the relevant Reference Rate.
29. **“Front-End Fee”** means the fee described and specified in Section 2.02 (*Front-End Fee*) of this Agreement.
30. **“Funding Cost Margin”** means, the six (6)-month adjusted average of the difference between: (i) the refinancing rate of the Bank as to the borrowings linked to the relevant Floating Base Rate and allocated to all its floating interest loans denominated in the loan currency; and (ii) the relevant Floating Base Rate

for each semester ending on 30 June and on 31 December; which shall be added to the relevant Floating Base Rate which resets on 1 February and on 1 August. The Funding Cost Margin shall be determined semi-annually on 1 January for the semester ending on 31 December and on 1 July for the semester ending on 30 June. With respect to amounts of the Loan to which Currency Conversion applies, the respective Funding Cost Margin of the new Loan Currency as advised to the Borrower by the Bank will be applicable.

31. **“Grace Period”** means the eight (8) year period commencing from the Date of the Loan Agreement and during which the principal is not payable except in the event of acceleration or early repayment of the Loan in accordance with the provisions of this agreement.
32. **“Interest Period”** means a (i) six (6) month period for USD, EUR and JPY, or a (ii) three (3) month period for ZAR, based on the relevant Reference Rate and beginning on a Payment Date, except the First Interest Period which, shall begin to run on the date of the first disbursement of the Loan to the first Payment Date immediately following such disbursement. Each Interest Period thereafter, shall begin to run at the date of expiry of the preceding Interest Period, even if the first day of this Interest Period is not a Business Day. Notwithstanding the foregoing, any period less than six (6) months for USD, EUR and JPY or three (3) months for ZAR, running from the date of a disbursement to the Payment Date immediately following such disbursement shall be deemed an Interest Period.
33. **“Interest Rate Cap”** means the establishment of an upper limit to the Floating Base Rate on all or any portion of the Disbursed Loan Balance in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement.
34. **“Interest Rate Collar”** means the establishment of an upper limit and a lower limit on the Floating Base Rate on all or any portion of the Disbursed Loan Balance in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement.
35. **“Interest Rate Conversion”** means a change of the interest rate basis applicable to all or any portion of the Disbursed Loan Balance from a Floating Base Rate to a Fixed Based Rate, or vice versa in accordance with the provisions of Article III (*Conversion of Loan Terms*) of this Agreement.

36. **“Japanese Yen”** or **“JPY”** respectively, shall mean the lawful currency of Japan.
37. **“JIBAR”** means, in relation to this Agreement the rate determined on each quotation day utilizing the three (3) month Johannesburg Interbank Agreed Rate which is the mid-rate as polled and published by the South African Futures Exchange (or its successor-in-title) and which appears on the Reuters Screen SAFEX page, expressed as a yield rate. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
38. **“Lending Margin”** means eighty basis points (0.80%) per annum.
39. **“LIBOR”** means, in relation to each Interest Period, the London Interbank Offered Rate administered by the Intercontinental Exchange Group (ICE) Benchmark Administration Limited (or any other person that takes over the administration of that rate) for deposits in Japanese Yen or US Dollars respectively for a six (6)-month period displayed on the Thomson Reuters screen, Page LIBOR01 (or any replacement Thomson Reuters page which displays that rate), as of 11:00 a.m. (London time), two (2) Business Days prior to the relevant reference rate Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.
40. **“Loan Currency”** shall have the meaning ascribed thereto in the General Conditions, provided however that, if the Loan or any portion thereof is subject to a Currency Conversion, **“Loan Currency”** means the Approved Currency in which the Loan, or any portion thereof, is denominated from time to time and if the Loan is denominated in more than one currency, **“Loan Currency”** shall refer separately to each of such Currencies.
41. **“Loan”** means the maximum amount provided by the Bank by virtue of this Agreement and specified in Section 2.01 (*Amount*) of this Agreement.
42. **“Maturity Premium”** means, twenty (20) basis points per annum.
43. **“Member State”** means, a member state of the Bank under Article 3 of the Bank Agreement.
44. **“Original Loan Currency”** means, the currency in which the Loan is denominated and specified in Section 2.01 (*Amount*) of this Agreement, as at

the Date of the Loan Agreement.

45. **“Payment Date”** means,
- (i) 1st June and 1st December in each year for USD, EUR and JPY; and
 - (ii) 1st March, 1st June, 1 September, 1st December of each year for ZAR.
46. **“Prior Review”** means the review by the Bank of the following documents with regards to procurement under the Bank’s procurement methods and procedures as the same may be further defined in the Procurement Framework: (i) General Procurement Notices; (ii) Specific Procurement Notices; (iii) Bidding Documents and Requests for Proposals from Consultants; (iv) Bid Evaluation Reports or Reports on Evaluation of Consultants’ Proposals, including shortlists and recommendations for contract awards; (v) draft contracts, if these have been amended and differ from the drafts included in the bid/tender documents; and (vi) modification of signed contracts and such other document or information that the Bank may request.
47. **“Procurement Framework”** means the (i) Procurement Policy for Bank Group Funded Operations dated October 2015 and effective January 1, 2016; (ii) Methodology for Implementation of the Procurement Policy of the African Development Bank; (iii) Operations Procurement Manual for the African Development Bank; and (iv) Procurement Toolkit for the African Development Bank as the same may be amended from time to time.
48. **“Procurement Plan”** means the procurement plan for the Program set forth in Schedule III of this Agreement prepared in accordance with the Procurement Framework indicating, among other things: (i) the particular activities required to implement the Program; (ii) the proposed methods for procurement; and (iii) the applicable review procedures, as the same shall be updated from time to time in agreement with the Bank.
49. **“Program Report”** means the report prepared by the Borrower pursuant to this Agreement containing Program information that includes amongst others, sources and uses of funds including those committed, with the corresponding budgets, progress on Program implementation made in the achievement of the results as well as progress on compliance with the environmental and social safeguards requirements including the implementation of the ESMP

and the ARAP, (where applicable), together with other supporting schedules and highlighting issues that require attention.

50. **“Reference Rate”** means for any Interest Period:
- (i) LIBOR for USD and JPY;
 - (ii) EURIBOR for EUR;
 - (iii) JIBAR for ZAR;
 - (iv) if the Bank determines that LIBOR (in respect of USD and JPY) or EURIBOR (in respect of Euro) or JIBAR (in respect of ZAR) has permanently ceased to be quoted for such currency, such other comparable reference rate for the relevant currency as the Bank shall determine pursuant to Section 3.03(c) (*Interest*) of the General Conditions;
 - (v) in respect of any currency other than USD, EUR, JPY and ZAR, such reference rate as notified to the Borrower by the Bank; and
 - (vi) with respect to amounts of the Loan to which a Currency Conversion applies, the Reference Rate applicable to the new Loan Currency as notified to the Borrower by the Bank.
51. **“Reset Date”** means, 1 February and 1 August for EURIBOR, LIBOR; and 1 February, 1 May, 1 August and 1 November for JIBAR.
52. **“South African Rand”** or **“ZAR”** respectively, shall mean the lawful currency of the Republic of South Africa.
53. **“Subsidiary Agreement”** means the agreement between the Borrower and the Executing Agency setting forth their respective obligations under the Program
54. **“TARGET2”** means, the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on 19 November 2007.
55. **“TARGET Day”** means any day on which TARGET2 is open for the settlement of payments in EUR.

56. **“Undisbursed Loan Balance”** means the amount of the Loan remaining undisbursed and uncanceled from time to time.
57. **“US Dollar(s)”** or **“USD”** respectively, shall mean the lawful currency of the United States of America.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 075/01 ryo ku wa 25/06/2019 ryemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na cumi n'enye n'ibihumbi magana abiri na mirongo itandatu na bitandatu z'Amayero (114.266.000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - inguzanyo y'inyongera

Seen to be annexed to Presidential Order n° 075/01 of 25/06/2019 ratifying the Loan Agreement signed in Kigali, Rwanda on 16 January 2019, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred and fourteen million two hundred and sixty six thousand Euros (EUR 114,266,000) for the sustainable water supply and sanitation program - additional financing

Vu pour être annexé à l'Arrêté Présidentiel n° 075/01 du 25/06/2019 ratifiant l'Accord de prêt signé à Kigali, au Rwanda le 16 janvier 2019, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent quatorze millions deux cent soixante-six mille Euros (114.266.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement - financement additionnel

Kigali, ku wa 25/06/2019

Kigali, on 25/06/2019

Kigali, le 25/06/2019

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

KAGAME Paul
President of the Republic

(sé)

KAGAME Paul
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe

(sé)

Dr NGIRENTE Edouard
Prime Minister

(sé)

Dr NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 076/01 RYO KU WA 25/06/2019 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 MUTARAMA 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE IFATANYIJE N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE NK'INZEGO ZIYOBORA IKIGEGA GISHINZWE IKWIRAKWIZA N'ISUKURA BY'AMAZI MU CYARO (RWSSI), YEREKERANYE N'IMPANO INGANA N'IBIHUMBI MAGANA INANI BY'AMAYERO (800.000 EUR) AGENEWE GAHUNDA IRAMBYE YO GUKWIRAKWIZA AMAZI N'IBIKORWA BY'ISUKURA - INKUNGA Y'INYONGERA

PRESIDENTIAL ORDER N° 076/01 OF 25/06/2019 RATIFYING THE PROTOCOL OF AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 JANUARY 2019, AMONGST THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK AND THE AFRICAN DEVELOPMENT FUND ACTING AS ADMINISTRATORS OF THE RURAL WATER SUPPLY AND SANITATION INITIATIVE (RWSSI) TRUST FUND, RELATING TO THE GRANT OF EIGHT HUNDRED THOUSAND EUROS (EUR 800,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM - ADDITIONAL FINANCING

ARRÊTÉ PRÉSIDENTIEL N° 076/01 DU 25/06/2019 RATIFIANT LE PROTOCOLE D'ACCORD SIGNÉ À KIGALI, AU RWANDA LE 16 JANVIER 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT ET LE FONDS AFRICAIN DE DÉVELOPPEMENT AGISSANT EN TANT QU'ADMINISTRATEURS DU FONDS FIDUCIAIRE DE L'INITIATIVE POUR L'APPROVISIONNEMENT EN EAU ET L'ASSAINISSEMENT EN MILIEU RURAL (RWSSI), RELATIF AU DON DE HUIT CENT MILLE EUROS (800.000 EUR) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT - FINANCEMENT ADDITIONNEL

ISHAKIRO

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**ITEKA RYA PEREZIDA N° 076/01 RYO
KU WA 25/06/2019 RYEMEZA
BURUNDU AMASEZERANO
Y'IMPANO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA
KU WA 16 MUTARAMA 2019, HAGATI
YA REPUBULIKA Y'U RWANDA NA
BANKI NYAFURIKA ITSURA
AMAJYAMBERE IFATANYIJE
N'IKIGEGA NYAFURIKA GITSURA
AMAJYAMBERE NK'INZEGO
ZIYOBORA IKIGEGA GISHINZWE
IKWIRAKWIZA N'ISUKURA
BY'AMAZI MU CYARO (RWSSI),
YEREKERANYE N'IMPANO INGANA
N'IBIHUMBI MAGANA INANI
BY'AMAYERO (800.000 EUR)
AGENEWE GAHUNDA IRAMBYE YO
GUKWIRAKWIZA AMAZI
N'IBIKORWA BY'ISUKURA -
INKUNGA Y'INYONGERA**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

**PRESIDENTIAL ORDER N° 076/01 OF
25/06/2019 RATIFYING THE
PROTOCOL OF AGREEMENT SIGNED
IN KIGALI, RWANDA ON 16 JANUARY
2019, AMONGST THE REPUBLIC OF
RWANDA AND THE AFRICAN
DEVELOPMENT BANK AND THE
AFRICAN DEVELOPMENT FUND
ACTING AS ADMINISTRATORS OF
THE RURAL WATER SUPPLY AND
SANITATION INITIATIVE (RWSSI)
TRUST FUND, RELATING TO THE
GRANT OF EIGHT HUNDRED
THOUSAND EUROS (EUR 800,000) FOR
THE SUSTAINABLE WATER SUPPLY
AND SANITATION PROGRAM -
ADDITIONAL FINANCING**

We, KAGAME Paul,
President of the Republic;

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

**ARRÊTÉ PRÉSIDENTIEL N° 076/01 DU
25/06/2019 RATIFIANT LE PROTOCOLE
D'ACCORD SIGNÉ À KIGALI, AU
RWANDA LE 16 JANVIER 2019, ENTRE
LA RÉPUBLIQUE DU RWANDA ET LA
BANQUE AFRICAINE DE
DÉVELOPPEMENT ET LE FONDS
AFRICAIN DE DÉVELOPPEMENT
AGISSANT EN TANT
QU'ADMINISTRATEURS DU FONDS
FIDUCIAIRE DE L'INITIATIVE POUR
L'APPROVISIONNEMENT EN EAU ET
L'ASSAINISSEMENT EN MILIEU
RURAL (RWSSI), RELATIF AU DON DE
HUIT CENT MILLE EUROS (800.000
EUR) POUR LE PROGRAMME
DURABLE D'APPROVISIONNEMENT
EN EAU ET D'ASSAINISSEMENT -
FINANCEMENT ADDITIONNEL**

Nous, KAGAME Paul,
Président de la République;

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

Dushingiye ku Itegeko n° 010/2019 ryo ku wa 17/06/2019 ryemera kwemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ifatanyije n'Ikigega Nyafurika Gitsura Amajyambere nk'inzego ziyobora Ikigega Gishinzwe Ikwirakwiza n'Isukura by'Amazi mu cyaro (RWSSI), yerekeranye n'impano ingana n'ibihumbi magana inani by'Amayero (800.000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura- inkunga y'inyongera;

Tumaze kubona Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ifatanyije n'Ikigega Nyafurika Gitsura Amajyambere nk'inzego ziyobora Ikigega Gishinzwe Ikwirakwiza n'Isukura by'Amazi mu cyaro (RWSSI), yerekeranye n'impano ingana n'ibihumbi magana inani by'Amayero (800.000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - inkunga y'inyongera;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Pursuant to Law n° 010/2019 of 17/06/2019 approving the ratification of the Protocol of Agreement signed in Kigali, Rwanda on 16 January 2019, amongst the Republic of Rwanda and the African Development Bank and the African Development Fund acting as Administrators of the Rural Water Supply and Sanitation Initiative (RWSSI) Trust Fund, relating to the grant of eight hundred thousand Euros (EUR 800,000) for the sustainable water supply and sanitation program- additional financing;

Considering the Protocol of Agreement signed in Kigali, Rwanda on 16 January 2019, amongst the Republic of Rwanda and the African Development Bank and the African Development Fund acting as Administrators of the Rural Water Supply and Sanitation Initiative (RWSSI) Trust Fund, relating to the grant of eight hundred thousand Euros (EUR 800,000) for the sustainable water supply and sanitation program - additional financing;

On proposal by the Minister of Finance and Economic Planning;

Vu la Loi n° 010/2019 du 17/06/2019 approuvant la ratification du Protocole d'Accord signé à Kigali, au Rwanda le 16 janvier 2019, entre la République du Rwanda et la Banque Africaine de Développement et le Fonds Africain de Développement agissant en tant qu'Administrateurs du Fonds Fiduciaire de l'Initiative pour l'Approvisionnement en Eau et l'Assainissement en milieu Rural (RWSSI), relatif au don de huit cent mille Euros (800.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement- financement additionnel;

Considérant le Protocole d'Accord signé à Kigali, au Rwanda le 16 janvier 2019, entre la République du Rwanda et la Banque Africaine de Développement et le Fonds Africain de Développement agissant en tant qu'Administrateurs du Fonds Fiduciaire de l'Initiative pour l'Approvisionnement en Eau et l'Assainissement en milieu Rural (RWSSI), relatif au don de huit cent mille Euros (800.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement- financement additionnel;

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

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet;

Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND HEREBY ORDER:

AVONS ARRÊTÉ ET ARRÊTONS:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ifatanyije n'Ikigega Nyafurika Gitsura Amajyambere nk'inzego ziyobora Ikigega Gishinzwe Ikwirakwiza n'Isukura by'Amazi mu cyaro (RWSSI), yerekeranye n'impano ingana n'ibihumbi magana inani by'Amayero (800.000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - inkunga y'inyongera, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Article One: Ratification

The Protocol of Agreement signed at Kigali, Rwanda on 16 January 2019, amongst the Republic of Rwanda and the African Development Bank and the African Development Fund acting as Administrators of the Rural Water Supply and Sanitation Initiative (RWSSI) Trust Fund, relating to the grant of eight hundred thousand Euros (EUR 800,000) for the sustainable water supply and sanitation program - additional financing, annexed to this Order, is ratified and becomes fully effective.

Article premier: Ratification

Le Protocole d'Accord signé à Kigali, au Rwanda le 16 janvier 2019, entre la République du Rwanda et la Banque Africaine de Développement et le Fonds Africain de Développement agissant en tant qu'Administrateurs du Fonds Fiduciaire de l'Initiative pour l'Approvisionnement en Eau et l'Assainissement en milieu Rural (RWSSI), relatif au don de huit cent mille Euros (800.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement - financement additionnel, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Infrastructure are entrusted with the implementation of this Order.

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

Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iteka ritangirira gukurikizwa

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

Kigali, ku wa 25/06/2019

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Article 3: Commencement

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

Kigali, on 25/06/2019

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

Article 3: Entrée en vigueur

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

Kigali, le 25/06/2019

(sé)

KAGAME Paul
Président de la République

(sé)

Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République :

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA
PEREZIDA N° 076/01 RYO KU WA
25/06/2019 RYEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I
KIGALI MU RWANDA KU WA 16
MUTARAMA 2019, HAGATI YA
REPUBULIKA Y'U RWANDA NA
BANKI NYAFURIKA ITSURA
AMAJYAMBERE IFATANYIJE
N'IKIGEGA NYAFURIKA GITSURA
AMAJYAMBERE NK'INZEGO
ZIYOBORA IKIGEGA GISHINZWE
IKWIRAKWIZA N'ISUKURA
BY'AMAZI MU CYARO (RWSSI),
YEREKERANYE N'IMPANO INGANA
N'IBIHUMBI MAGANA INANI
BY'AMAYERO (800.000 EUR)
AGENEWE GAHUNDA IRAMBYE YO
GUKWIRAKWIZA AMAZI
N'IBIKORWA BY'ISUKURA -
INKUNGA Y'INYONGERA

ANNEX TO PRESIDENTIAL ORDER
N°076/01 OF 25/06/2019 RATIFYING THE
PROTOCOL OF AGREEMENT SIGNED
IN KIGALI, RWANDA ON 16 JANUARY
2019, AMONGST THE REPUBLIC OF
RWANDA AND THE AFRICAN
DEVELOPMENT BANK AND THE
AFRICAN DEVELOPMENT FUND
ACTING AS ADMINISTRATORS OF
THE RURAL WATER SUPPLY AND
SANITATION INITIATIVE (RWSSI)
TRUST FUND, RELATING TO THE
GRANT OF EIGHT HUNDRED
THOUSAND EUROS (EUR 800,000) FOR
THE SUSTAINABLE WATER SUPPLY
AND SANITATION PROGRAM -
ADDITIONAL FINANCING

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
N° 076/01 DU 25/06/2019 RATIFIANT LE
PROTOCOLE D'ACCORD SIGNÉ À
KIGALI, AU RWANDA LE 16 JANVIER
2019 ENTRE LA RÉPUBLIQUE DU
RWANDA ET LA BANQUE AFRICAINE
DE DÉVELOPPEMENT ET LE FONDS
AFRICAIN DE DÉVELOPPEMENT
AGISSANT EN TANT
QU'ADMINISTRATEURS DU FONDS
FIDUCIAIRE DE L'INITIATIVE POUR
L'APPROVISIONNEMENT EN EAU ET
L'ASSAINISSEMENT EN MILIEU
RURAL (RWSSI), RELATIF AU DON DE
HUIT CENT MILLE EUROS (800.000
EUR) POUR LE PROGRAMME
DURABLE D'APPROVISIONNEMENT
EN EAU ET D'ASSAINISSEMENT -
FINANCEMENT ADDITIONNEL



PROGRAM ID.: P-RW-E00-012

GRANT No. : 5800155002151

**RURAL WATER SUPPLY AND SANITATION
INITIATIVE (RWSSI) TRUST FUND**

PROTOCOL OF AGREEMENT

AMONGST

THE REPUBLIC OF RWANDA

AND

AFRICAN DEVELOPMENT BANK

AND

AFRICAN DEVELOPMENT FUND

*(Acting as Administrators of the Rural Water Supply and Sanitation
Initiative (RWSSI) Trust Fund)*

**SUSTAINABLE WATER SUPPLY AND SANITATION
PROGRAM-ADDITIONAL FINANCING**

**PROTOCOL OF AGREEMENT
SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM-
ADDITIONAL FINANCING**

PROGRAM ID.: P-RW-E00-012

GRANT No. : 5800155002151

This PROTOCOL OF AGREEMENT (the "Agreement") is entered into this 16th day of JANUARY 2019, amongst the REPUBLIC OF RWANDA (the "Recipient") and the AFRICAN DEVELOPMENT BANK (the "Bank") and the AFRICAN DEVELOPMENT FUND (the "Fund"), (the Bank and the Fund collectively referred to as the "Bank") acting as administrators of the Rural Water Supply and Sanitation Initiative (RWSSI) Trust Fund.

WHEREAS:

- (A) By virtue of a Multi-Donor Grant Arrangement (the "Arrangement") amongst the Bank, the Fund, the Government of Denmark and the Government of France (collectively referred to as the "Donors") approved by the Board of Directors of the Bank and the Fund by resolutions B/BD/2006/02 and F/BD/2006/01, the Bank is the administrator of the Rural Water Supply and Sanitation Initiative (RWSSI) Trust Fund established to provide financing for the implementation of Eligible Activities designed to accelerate access to water supply and sanitation services;
- (B) The Recipient has requested the Bank, acting as administrator of projects financed by the RWSSI Trust Fund to assist in financing the additional scope under the Sustainable Water Supply and Sanitation Program (the "Program") as further described in Schedule I (*Program Description*) of this Agreement, and the Bank, acting in such capacity, has agreed to extend a grant to the Recipient from the resources of the RWSSI Trust Fund for such purpose, in the amount specified in Section 2.01 (Grant) of this Agreement and on the terms and conditions set forth or referred to in this Agreement;
- (C) The Water and Sanitation Corporation Limited (WASAC) shall be the executing agency for the Program (the "Executing Agency");
- (D) The Recipient has declared its commitment to the execution of the Program;
- (E) On 29 November 2017, the Borrower entered into a loan agreement No. 2000200001851 with the Bank for a loan of an amount not exceeding One Hundred and Twenty One Million, One Hundred and Thirty Seven Thousand United States Dollars (USD 121,137,000) (the "Initial ADB Loan") to finance the Program;

- (F) On 29 November 2017, the Borrower entered into a loan agreement No. 5050200000151 with the Bank (acting in its capacity as administrator and on behalf of the Africa Growing Together Fund) for a loan of an amount not exceeding Fifty Million United States Dollars (USD50,000,000) (the “Initial AGTF Loan”) to finance the Program; and
- (G) On or about the Date of the Protocol of Agreement, the Bank entered into a loan agreement with the Recipient for financing the additional scope under the Program for a loan of an amount not exceeding One Hundred and Fourteen Million Two Hundred and Sixty Six Thousand Euros (EUR 114,266,000).

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I
GENERAL CONDITIONS - DEFINITIONS

Section 1.01. General Conditions. The *General Conditions Applicable to Protocols of Agreement for Grants of the African Development Fund*, dated February 2009 as amended from time to time (the “General Conditions”), constitute an integral part of this Agreement.

Section 1.02. Definitions. Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in Schedule IV (*Definitions*) to this Agreement.

Section 1.03. Schedules. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

ARTICLE II
THE GRANT

Section 2.01 The Grant. The Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant of an amount not exceeding the equivalent of Eight Hundred Thousand Euros (EUR 800,000) (the “Grant”), to assist in the financing of the Program.

Section 2.02. Limitation. The Grant is funded out of the RWSSI Trust Fund for which the Bank receives periodic contributions from the Donors. In accordance with Section 3.05 (*Funding Shortfall*) of this Agreement, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors of the RWSSI Trust Fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such fund.

ARTICLE III
ENTRY INTO FORCE AND DISBURSEMENT OF THE GRANT

Section 3.01. Entry into Force. This Agreement shall enter into force on the Date of the Protocol of Agreement.

Section 3.02. Disbursement. The proceeds of the Grant shall be disbursed to the Recipient in accordance with the provisions of: (a) Article IV (*Disbursement of Grant*) of the General Conditions; (b) the Disbursement Handbook; (c) the Disbursement Letter; (d) Article III (*Entry into Force and Disbursement*) of this Agreement; and (e) such additional instructions as the Bank may specify by notice to the Recipient, to finance Eligible Expenditures as set forth in Schedule II (*Allocation of the Grant*) to this Agreement.

Section 3.03. Condition Precedent to First Disbursement. In addition to the provisions of Section 3.01 (*Entry into Force*) of this Agreement, the obligation of the Bank to make the first disbursement of the Grant shall be subject to the satisfaction of the following condition by the Recipient:

- (a) The execution and delivery of a Subsidiary Agreement between the Executing Agency and the Recipient in form and substance satisfactory to the Bank.

Section 3.04. Closing Date. For purposes of Section 5.03 (*Cancellation by the Fund*) of the General Conditions, the Closing Date shall be 31 December 2023, or such later date as shall be agreed upon in writing between the Recipient and the Bank.

Section 3.05. Funding Shortfall. Notwithstanding the provisions of this Article III (*Entry into Force and Disbursement of Grant*), no disbursements shall be made if, as a result of such disbursement, the total amount of the Grant disbursed would exceed the amount available to the Bank from resources provided to it for the purposes of the Grant. The Recipient shall bear the risk of any such funding shortfall, and the Bank shall not have any liability whatsoever to the Recipient or to any third parties in respect of any expenditures or liabilities incurred in connection with the Grant Agreement which exceed the amount made available to the Bank for the purposes of the Grant.

ARTICLE IV
UNDERTAKINGS

Section 4.01. The Recipient declares its commitment to the objectives of the Program. To this end, the Recipient shall carry out the Program, and shall cause the Executing Agency and, its contractors and/or agents to carry out the Program, in accordance with the provisions of Article VII (*Project Implementation - Cooperation and Information*) of the General Conditions and this Agreement.

Section 4.02. Institutional Arrangements.

- (a) The Recipient shall, and shall cause the Executing Agency to maintain the Single Project Implementation Unit (SPIU) at all times until completion of the Program, with mandate, staffing and resources satisfactory to the Bank.
- (b) The SPIU shall be strengthened by the recruitment of technical assistants with experience in implementing large-scale water and sanitation projects to provide on-the-job and structured trainings to the staff of the Executing Agency in order to develop their capacities and to ensure effective program implementation. The technical assistants shall include experts in project management, procurement, civil engineering/water and sanitation, mechanical engineering, and process engineering.

Section 4.03. Environmental and Social Safeguards.

The Recipient shall, and shall cause the Executing Agency, all its contractors, sub-contractors and agents to:

- (a) carry out the Program in accordance with the Environmental and Social Management Plan (“ESMP”), the Bank’s Safeguards Policies and the applicable national legislation in a manner and in substance satisfactory to the Bank;
- (b) prepare and submit to the Bank, as part of the Program Report in Section 7.01 (*Program Report*) of this Agreement , quarterly reports on the implementation of the ESMP including any deficiencies identified and the corrective measures thereto;
- (c) refrain from taking any action which would prevent or interfere with the implementation of the ESMP, including any amendment, suspension, waiver, and/or voidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the Bank; and
- (d) cooperate fully with the Bank in the event that the implementation of the Program or change in Program scope results in hitherto unforeseen displacement/resettlement of persons, and shall not commence implementation of any works on the affected area under the Program, unless all Project affected persons (PAPs) on such areas have been compensated and/or resettled in accordance with a Resettlement Action Plan, to be prepared.

Section 4.04. Other Conditions

The Recipient shall:

- (a) not later than twelve (12) months from the Date of the Protocol of Agreement, submit the evidence of the execution and delivery of a Co-financing Agreement with the Co- financier in the form and substance acceptable to the Bank or evidence that

- the Recipient has secured financing from alternative sources to cover the financing gap resulting from failure to obtain the Co-financing;
- (b) ensure the timely provision of counterpart funds during Program implementation;
 - (c) undertake regular tariff reviews to ensure the Executing Agency's financial sustainability; and
 - (d) not later than six (6) months from the Date of the Protocol of Agreement, recruit technical assistants with experience in implementing large-scale water and sanitation projects to strengthen the SPIU.

Section 4.05. Integrity. The Recipient shall, and shall cause the Executing Agency, and all of its contractors or agents, to carry out the Program in accordance with the provisions of the Anti-Corruption Policies.

Section 4.06. Subsidiary Agreement

- (a) To facilitate the implementation of the Program, the Recipient shall make the proceeds of the Grant available to the Executing Agency under a subsidiary agreement between the Recipient and the Executing Agency (the "Subsidiary Agreement") under terms and conditions approved by the Bank, which shall include inter alia (i) the roles and responsibilities of the Executing Agency with regard to the implementation of the Program; and (ii) the obligation of the Executing Agency to comply with the reporting, financial management, technical, fiduciary, safeguards, monitoring and other relevant requirements applicable to the Program in accordance with the provisions of this Agreement.
- (b) The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interest of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.
- (c) Notwithstanding the foregoing, in the event of a conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE V
ADDITIONAL REMEDIES OF THE BANK

Section 5.01. Other Events of Suspension. For the purpose of Section 5.02 (1) (i) (*Other Events of Suspension*) of the General Conditions, the other events of suspension of the Grant consist of the following:

- (a) The Executing Agency's Legislation has been amended, suspended, repealed or waived, or in the opinion of the Bank, the legal character, ownership or control of the Executing Agency has changed from that prevailing as of the Date of the Protocol of Agreement, so as to materially and adversely affect the ability of the Executing Agency to perform any of its obligations arising under or entered into pursuant to the Grant Agreement, or to achieve the objectives of the Program;
- (b) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Executing Agency;
- (c) The Executing Agency has failed to perform its obligations under the Subsidiary Agreement; or
- (d) Any circumstance arising which in the opinion of the Bank interferes with or threatens to interfere with the successful completion of the Program or the accomplishment of its purposes.

Section 5.02. Other Events of Cancellation. In addition, to the events in Section 5.03 (*Cancellation by the Fund*) of the General Conditions, the other events of cancellation of the Grant consist of any event specified in Section 5.01 (*Other Events of Suspension*) of this Agreement which has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Bank to the Recipient or such later date as shall be agreed upon in writing between the Recipient and the Bank.

ARTICLE VI **PROCUREMENT**

Section 6.01. Procurement. All Goods, Works, Non-Consulting Services and Consulting Services required for the Program and to be financed out of the proceeds of the Grant shall be procured in accordance with the provisions of the Procurement Framework and the Recipient's procurement plan for the Program set forth in Schedule III (*Procurement Plan*) of this Agreement which may be amended from time to time in accordance with Section 6.03 (*Procurement Plan*) of the Agreement.

Section 6.02. Definitions. Unless the context otherwise requires, the capitalized terms used in this Section including those describing particular procurement methods or methods of review by the Bank of particular contracts, have the meanings ascribed to them in the Procurement Framework.

Section 6.03. Procurement Plan. Before the Date of the Protocol of Agreement, the Recipient shall submit to the Bank for its approval, a Procurement Plan in form and substance satisfactory to the Bank, covering the entire Program implementation period. The Recipient shall update the Procurement Plan on an annual basis or as needed, and each such update

shall, to the extent practicable, cover a period of at least eighteen (18) months of the Program implementation period. Any revisions or updates to the Procurement Plan shall be made in writing with the Bank's prior approval.

Section 6.04. Use of the Recipient's Procurement System.

- (a) **Eligibility.** The proceeds of the Grant shall be used for the procurement of Goods, Works, Non-Consulting Services and Consulting Services satisfying the applicable country of origin requirements prescribed in the Rwanda's Law no. 62/2018 of 25/08/2018 governing public procurement (the "Recipient's Procurement System") except that, the proceeds of the Grant shall not be used for the procurement of:
- (i) goods manufactured in, or services supplied from, a country excluded in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and/ or
 - (ii) firms sanctioned by the Bank in accordance with the Anti- Corruption Policies.
- (b) **Methods.** The procurement will be undertaken in accordance with the Recipient's Procurement System using the relevant National Standard Bidding Documents or National Model Bidding Documents and the methods prescribed in the Procurement Plan.
- (c) **Reservation of Rights by the Bank.** The Bank reserves the right to, in its sole discretion, require the use of the Bank's Procurement Methods and Procedures in the event that:
- (i) a revision introduced in the Recipient's Procurement System adversely and substantially impacts the execution of procurement activities under the Program; or
 - (ii) any required risk mitigation measures are not satisfactorily implemented and/ or heightened risks are observed; or
 - (iii) any audit finds deficiencies and inadequacies in the Recipient's Procurement System; or
 - (iv) complaints are not properly addressed under the Recipient's complaints handling procedures and mechanisms, which no longer provide a credible recourse as well as an impartial and equitable dispute resolution mechanism; or

- (v) any other event or circumstances occur which, in the reasonable opinion of the Bank, may require the use of the Bank's Procurement Methods and Procedures.
- (d) **Procurement Oversight.**
 - (i) The Recipient shall cause the Rwanda Public Procurement Authority to carry out a procurement audit in accordance with Recipient's Procurement System on an annual basis. The annual procurement audit report shall be submitted to the Bank, no later than six (6) months after the end of each financial year.
 - (ii) The Bank may, in its sole discretion, require independent procurement audits or inspections to be undertaken by independent auditors appointed by the Bank. The costs of such independent audits or inspections shall be borne by the Bank.

Section 6.05. Use of Bank Procurement Methods and Procedures (PMPs):

- (a) **Methods.** The procurement will be undertaken in accordance with the Bank's PMPs using the relevant Standard Solicitation Documents and the methods prescribed in the Procurement Plan.
- (b) **Procurement Oversight.**
 - (i) Except as the Bank shall otherwise determine by notice to the Recipient, each contract for Goods, Works and Non-Consulting Services procured on the basis of Open Competitive Bidding (International) shall be subject to Prior Review by the Bank.
 - (ii) Except as indicated in paragraph (i) above, the Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.
 - (iii) In accordance with Section 7.02 (c) (*Cooperation and Information*) of the General Conditions, the Bank may, upon reasonable notice to the Recipient, conduct supervision missions, independent procurement reviews and inspection concerning the procurement undertaken using the proceeds of the Grant.

Section 6.06. Advance Contracting.

- (a) Subject to the provisions of paragraph (b) below, the Bank has authorized Advance Contracting for the consultancy services required for Component 2 (*Sanitation Infrastructure and Services Improvement*) of the Program in accordance with the Recipient's Procurement System within a period of six (6) months prior to the Date of the Protocol of Agreement.

- (b) The Recipient acknowledges and agrees that the authorization by the Bank for the use of Advance Contracting in accordance with paragraph (a) above, does not, in any way constitute an offer or undertaking by the Bank to finance the contract(s) awarded by the Recipient in respect of the Advance Contracting.

Section 6.07. Reports and Retention of Documents.

- (a) The Recipient shall and shall cause the Executing Agency to maintain and record all relevant information concerning the procurement activities undertaken for the Program and shall include said information in each Program Report to be submitted to the Bank on a quarterly basis in accordance with the provisions of Section 7.01 (*Program Report*) of this Agreement.
- (b) The Recipient shall and shall cause the Executing Agency to: (i) retain copies of all contracts, invoices, bidding documents and evaluation reports for periodic review and inspection by the Bank in accordance with Section 7.07 (c) (*Accounts, Records and Audit*) of the General Conditions and hereby authorizes the Bank to disclose such documentation to the Donors.

ARTICLE VII
PROGRAM REPORTING

Section 7.01. Program Report. The Recipient shall and cause the Executing Agency to monitor the progress of the Program and prepare Program Reports in accordance with the provisions of Section 7.07 (*Accounts, Records and Audit*) of the General Conditions and on the basis of indicators acceptable to the Bank. Each Program Report shall cover the period of one (1) calendar quarter and shall be furnished to the Bank not later than forty-five days (45) days after the end of the period covered by such report.

Section 7.02. Completion Report. The Recipient shall prepare and submit to the Bank a Completion Report, pursuant to Section 7.08 (*Completion Report*) of the General Conditions, no later than six (6) months after the end of the Program.

ARTICLE VIII
FINANCIAL MANAGEMENT

Section 8.01. Internal Control. The Recipient shall maintain and cause the Executing Agency to maintain proper records and procedures in accordance with the provisions of Section 7.07 (*Accounts, Records and Audit*) of the General Conditions.

Section 8.02. Interim Financial Reporting. Without limitations to the provisions of this Article VIII (*Financial Management*), the Recipient shall and cause the Executing Agency

to prepare and furnish to the Bank quarterly financial reports for the Program no later than forty-five (45) days after the end of the respective quarter, in form and substance satisfactory to the Bank.

Section 8.03. Financial Audit.

- (a) The Recipient shall and shall cause the Executing Agency to have its financial statements for the Program audited and certified in accordance with terms of reference acceptable to the Bank by the Office of the Auditor General or a competitively recruited independent auditor appointed by the Recipient with the approval of the Bank.
- (b) Each audit of the financial statements for the Program shall cover a period of one (1) financial year except (i) the first audit, which may cover a period not exceeding eighteen (18) months after the date of first disbursement of the Grant, if such first disbursement occurs in the second half of the applicable financial year; and (ii) the final audit, which may cover a period not exceeding eighteen (18) months, if the Closing Date occurs within the first half of the applicable financial year.
- (c) The audited report shall comprise inter alia (i) a complete set of financial statements of the applicable financial year, and the auditor's opinion on said financial statements, and (ii) the management letter, and shall be furnished to the Bank no later than six (6) months after the end of the applicable financial year. The last annual audited financial statements at the end of the Program shall be submitted to the Bank no later than six (6) months after the Closing Date.
- (d) The cost of the external audit, if executed by a competitively recruited independent auditor appointed by the Recipient, will be borne out of the proceeds of the Grant.

ARTICLE IX
DONOR VISIBILITY AND VISIT

Section 9.01. Communications and Visibility. The Recipient shall take all measures to publicly identify the role of the Donors and the Bank in financing the Program including inter alia, the reference to the Donors in all terms of reference, communications, publications, speeches, press releases and other materials relevant to the Program.

Section 9.02. Visit. For the purposes of Section 7.02 (*Cooperation and Information*) of the General Conditions, the Recipient shall, upon the Bank's request, take all measures required on its part to enable the representatives of the Bank and the Donors to visit any part of the Recipient's territory for purposes related to the Program.

ARTICLE X
AUTHORIZED REPRESENTATIVES, DATE AND ADDRESSES

Section 10.01. Authorized Representatives. The Minister of Finance and Economic Planning or such other person as the Minister of Finance and Economic Planning may designate in writing shall be the authorized representative for the purposes of Article IX (*Miscellaneous Provisions*) of the General Conditions.

Section 10.02. Date of the Protocol of Agreement. For all purposes of this Agreement, the date thereof shall be that appearing in the preamble hereof.

Section 10.03. Addresses. The following addresses are specified purposes for the Article IX (*Miscellaneous Provisions*) of the General Conditions:

For the Recipient: **Mail Address:**
Ministry of Finance and Economic Planning
B. P. 158 - Kigali
REPUBLIC OF RWANDA
Tel: (+250) 252 575 756
Fax: (+250) 252 577 581

Attention: The Permanent Secretary and Secretary to the Treasury

For the Bank: **Headquarters Mail Address:**
Rural Water Supply and Sanitation
Initiative Trust Fund
African Development Bank
01 B.P. 1387
Abidjan 01
COTE D'IVOIRE


Attention: The Director, Water Development
and Sanitation Department

Country Office Mail Address:
African Development Bank Group
Boulevard de l'Umuganda
Building Glory House, 3rd & 4th floors
Kacyiru Road
P.O. Box 7329 – Kigali
REPUBLIC OF RWANDA
Tel: (+250) 252 504250
Fax: (+250) 252 504298

Attention: Country Manager, CORW

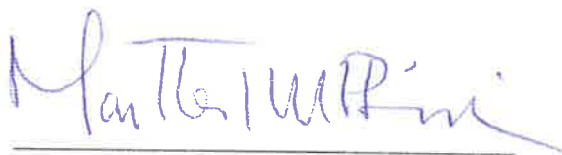
IN WITNESS WHEREOF the Recipient and the Bank, each, acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date appearing in the opening sentence of this Agreement.

FOR THE REPUBLIC OF RWANDA



UZZIEL NDAGIJIMANA
MINISTER OF FINANCE AND ECONOMIC PLANNING

**FOR AFRICAN DEVELOPMENT BANK AND
AFRICAN DEVELOPMENT FUND**
*(Acting as administrators of the Rural Water Supply and Sanitation
Initiative Trust Fund)*



MARTHA T.M. PHIRI
COUNTRY MANAGER
RWANDA COUNTRY OFFICE



SCHEDULE I
PROGRAM DESCRIPTION

The objective of the Program is to improve the quality of life and socio-economic development in Rwanda by ensuring equitable provision of adequate, reliable and sustainable water and sanitation services for targeted cities with a view to promoting economic growth and transformation.

The additional scope to be financed by the Grant are areas that were not included in the initial financing of the Program due to resource constraint. The additional financing will support provision of sanitation facilities in ten (10) schools and efficiency improvement of selected rural piped water supply schemes. It will mainly support scaling up of Component 1 below in Nyagatare, Gatsibo, Kayonza, Ngoma, Bugesera, Ruhango, Nyanza, Muhanga, Ngororero, Kamonyi, Musanze, Nyabihu, Rubavu, Karongi and Rutsiro districts. Upon completion of the Program, an additional 1.5 million people (of which 0.7 million are in peri-urban/ rural areas) will be benefitting from improved, reliable and sustainable water supply services.

The additional finance for the Program focuses on four (4) components as follows:

- 1) **Water Supply Infrastructure and Services Improvement**
The activities under this component include construction of eight (8) water supply systems including peri-urban/ rural areas (Ngoma River, Muhazi, Sake, Busogwe, Ngororero, Kagaga, Volcano Belt, Kivu Belt) and studies for future investments.
- 2) **Sanitation Infrastructure and Services Improvement**
The activity includes the provision of latrines for ten (10) schools.
- 3) **Institutional Support**
The activity includes the efficiency improvement support for rural piped schemes.
- 4) **Program Management**
The activity includes the Program management support (audit, operating expenses etc.).

SCHEDULE II
ALLOCATION OF THE GRANT

The table below indicates the categories of Eligible Expenditure to be financed out of the proceeds of the Grant and the amount allocated to each category:

Category	Expenditure in Euros (Millions)		
	Foreign Currency	Local Currency	Total
Goods,	0.697	-	0.697
consulting services,	0.103	-	0.103
Total cost	0.800	-	0.800

SCHEDULE III
PROCUREMENT PLAN

Recipient's Procurement Methods & Procedures

Consultancy Services

Description*	Date EOI Received	Date No-Objection	Selection Method	Lumpsum or Time-Based	Estimated Amount in (UA '000)	Prior/Post Review	Bid Closing Date
Consultancy Services for the Supervision for the Efficiency Improvement for Rural Water Supply Piped Schemes	16-Nov-18	23-Nov-18	QCBS (National)	Time Based	66.51	Post	16-Feb-19

Goods

Description	SPN/IFP Received	SPN/IFP NO-Objection Date	SPN/IFP Publication Date (UNDB)	Estimated Amount in UA (000)	Lumpsum or Unit Rate	Procurement Method	Pre-or Post-Qualification	Dom/Reg. Preference (Y/N)	Prior or Post Review	Bid closing date
Supply and Installation of Water meters; Construction of Chlorination Units	15-Jan-19	22-Jan-19	29-Jan-19	538	Unit Rate	OCB (National)	Post	N	Post	7-Mar-19

SCHEDULE IV
DEFINITIONS

1. **“Anti-Corruption Policies”** means the Uniform Framework for Preventing and Combating Fraud and Corruption dated September 2006, the Whistle Blowing and Complaints Handling Policy dated January 2007, the Procurement Framework, the Cross-Debarment Agreement and the Sanctions Procedures of the African Development Bank Group issued 18 November, 2014 as the same may be amended from time to time.
2. **“Bank’s Safeguards Policies”** means policies, procedures and guidelines of the Bank that concern environmental and social matters including, the Bank Group Integrated Safeguards System (Policy Statement, Operational Safeguards and Guidance Materials), the Involuntary Resettlement Policy, the Environmental and Social Assessment Procedures, the Bank Group Policy for Disclosure and Access to Information, the Bank Group Policy on Poverty Reduction, the Gender Policy, as the same may be amended and revised from time to time
3. **“Co-financier”** means OPEC Fund for International Development.
4. **“Co-financing”** means, for purposes of Section 2.01 (*Definitions*) of the General Conditions, an amount of Twenty Million United States Dollars (USD 20,000,000) to be provided by the Co-financier to assist in financing the Program.
5. **“Co-financing Agreement”** means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.
6. **“Cross-Debarment Agreement”** means Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 and entered into, amongst the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank Group and the World Bank Group as the same may be amended from time to time.
7. **“Completion Report”** means a comprehensive report on inter alia, the execution and the initial operation of the Program, including its costs and benefits derived and to be derived from it, the performance by the Recipient and the Bank of their respective obligations under the Agreement , the accomplishment of the purposes of the Grant and the plan designed to ensure the sustainability of the Program achievements, amongst others to be prepared and submitted by the Recipient to the Bank in accordance with the terms of this Agreement.
8. **“Disbursement Handbook”** means the Disbursement Handbook of the African Development Bank Group dated 22 July 2015 setting out the disbursement

policies, guidelines, practices, and procedures of the Bank Group as the same may be amended from time to time.

9. **“Eligible Activities”** means (i) Water Supply Infrastructure; (ii) Sanitation Infrastructure; (iii) Water and Sanitation Policy/ Strategy Development; (iv) Program and Project preparation; (v) Capacity Building and Training and (vi) other activities which may be agreed upon between the Bank and the Donors.
10. **“Eligible Expenditures”** means expenditure determined as eligible for Bank Group financing under the Policy on Expenditure Eligible for Bank Group Financing dated March 2008 as the same may be amended from time to time.
11. **“Environmental and Social Impact Assessment”** or **“ESIA”** means a tool to identify and assess the likely environmental and social impacts of the Program, to determine their magnitude and significance, and to define management or mitigation measures designed to avoid and minimize where possible, or if not, to offset or compensate for adverse impacts and risks;
12. **“Environmental and Social Management Plan”** or **“ESMP”** means an instrument developed as the outcome of an ESIA of the Program that sets out the action plan of environmental and social management measures to be implemented by the Recipient as may be amended, supplemented or updated from time to time in concurrence with the Bank;
13. **“Executing Agency’s Legislation”** means the Prime Minister’s Order N° 87/03 dated 16/08/2014 establishing Water and Sanitation Corporation Limited as a company legally incorporated in Rwanda to manage the water and sanitation services in Rwanda;
14. **“Prior Review”** means the review by the Bank of the following documents with regards to procurement under the Bank’s procurement methods and procedures as the same may be further defined in the Procurement Policy: (i) General Procurement Notices; (ii) Specific Procurement Notices; (iii) Bidding Documents and Requests for Proposals from Consultants; (iv) Bid Evaluation Reports or Reports on Evaluation of Consultants’ Proposals, including shortlists and recommendations for contract awards; (v) draft contracts, if these have been amended and differ from the drafts included in the bid/tender documents; (vi) modification of signed contracts and (vii) such other document or information that the Bank may request.
15. **“Procurement Framework”** means (i) the Procurement Policy for Bank Group Funded Operations dated October 2015 and effective January 1, 2016; (ii) the Methodology for Implementation of the Procurement Policy of the African Development Bank; (iii) the Operations Procurement Manual for the African

Development Bank; and (iv) the Procurement Toolkit for the African Development Bank, as the same may be amended from time to time.

16. **“Procurement Plan”** means the procurement plan for the Program set forth in Schedule III of this Agreement prepared in accordance with the Procurement Framework indicating, among other things: (i) the particular activities required to implement the Program; (ii) the proposed methods for procurement; and (iii) the applicable review procedures, as the same shall be updated from time to time in agreement with the Bank.
17. **“Program Report”** means the report prepared by the Recipient pursuant to this Agreement containing Program information that includes sources and uses of funds including those committed, with the corresponding budgets, progress on Program implementation made in the achievement of the results as well as progress on compliance with the environmental and social safeguards requirements including the implementation of the ESMP and the RAP, (where applicable), together with supporting schedules and highlighting issues that require attention .
18. **“Resettlement Action Plan”** or **“RAP”** means, a comprehensive planning document prepared by the Recipient in accordance with the Bank’s Safeguards Policies that specifies the procedures that an involuntary resettlement process shall follow, and the actions that shall be taken to compensate Project affected persons and communities, as the same may be amended, supplemented or updated from time to time in concurrence with the Bank.
19. **“Subsidiary Agreement”** means the agreement between the Recipient and the Executing Agency setting forth their respective obligations under the Program.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 076/01 ryo ku wa 25/06/2019 ryemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Mutarama 2019 hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ifatanyije n'Ikigega Nyafurika Gitsura Amajyambere nk'inzego ziyobora Ikigega Gishinzwe Ikwirakwiza n'Isukura by'Amazi mu cyaro (RWSSI), yerekeranye n'impano ingana n'ibihumbi magana inani by'Amayero (800.000 EUR) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura - inkunga y'inyongera

Seen to be annexed to Presidential Order n°076/01 of 25/06/2019 ratifying the Protocol of Agreement signed at Kigali, Rwanda on 16 January 2019 amongst the Republic of Rwanda and the African Development Bank and the African Development Fund Acting as Administrators of the Rural Water Supply and Sanitation Initiative (RWSSI) Trust Fund, relating to the grant of eight hundred thousand Euros (EUR 800,000) for the sustainable water supply and sanitation program - additional financing

Vu pour être annexé à l'Arrêté Présidentiel n° 076/01 du 25/06/2019 ratifiant le Protocole d'Accord signé à Kigali, au Rwanda le 16 janvier 2019 entre la République du Rwanda et la Banque Africaine de Développement et le Fonds Africain de Développement agissant en tant qu'Administrateurs du Fonds Fiduciaire de l'Initiative pour l'Approvisionnement en Eau et l'Assainissement en milieu Rural (RWSSI), relatif au don de huit cent mille Euros (800.000 EUR) pour le programme durable d'approvisionnement en eau et d'assainissement - financement additionnel

Kigali, ku wa 25/06/2019

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho ikirango cya
Repubulika:**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

Kigali, on 25/06/2019

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr NGIRENTE Edouard
Prime Minister

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

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/06/2019

(sé)

KAGAME Paul
Président de la République

(sé)

Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République :

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux