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ITEGEKO N°28/2016 RYO KU WA 22/7/206 RIGENA IBUNGABUNGWA RY'UMURAGE NDANGAMUCO N'UBUMENYI GAKONDO

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 17 Werurwe 2016;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 34, iya 35, iya 44, iya 47, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 106, iya 120, iya 168 n'iya 176;

Ishingiye ku Masezerano Mpuzamahanga y'i Paris mu Bufaransa yo ku wa 17 Ukwakira 2003 yo kurengera umurage ndangamuco udafatika nk'uko yemejwe burundu n'Iteka rya Perezida n° 53/01 ryo ku wa 02/11/2012;

LAW N° 28/2016 OF 22/7/2016 ON THE PRESERVATION OF CULTURAL HERITAGE AND TRADITIONAL KNOWLEDGE

We, KAGAME Paul,
President of the Republic;

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

THE PARLIAMENT:

The Chamber of Deputies, in its session of 17 March 2016;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 34, 35, 44, 47, 64, 69, 70, 88, 90, 91, 106, 120, 168 and 176;

Pursuant to the Convention for the Safeguarding of the Intangible Cultural Heritage adopted in Paris, France on 17 October 2003 as ratified by the Presidential Order n° 53/01 of 02/11/2012;

LOI N° 28/2016 DU 22/7/206 PORTANT PRESERVATION DU PATRIMOINE CULTUREL ET DU SAVOIR TRADITIONNEL

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

LE PARLEMENT:

La Chambre des Députés, en sa séance du 17 mars 2016;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 34, 35, 44, 47, 64, 69, 70, 88, 90, 91, 106, 120, 168 et 176;

Vu la Convention pour la sauvegarde du patrimoine culturel immatériel adoptée à Paris, France le 17 octobre 2003 telle que ratifiée par Arrêté Présidentiel n° 53/01 du 02/11/2012 ;

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Ishingiye ku masezerano mpuzamahanga ajyanye no guteza imbere urusobe rw'ibimenyetso ndangamuco yashyiriweho umukono i Paris mu Bufaransa ku itariki ya 20 Ukwakira 2005 nk'uko yemejwe burundu n'Iteka rya Perezida n° 60/01 ryo kuwa 11/10/2012;

Ishingiye ku Masezerano Mpuzamahanga ya Swakopmund yo kurengera ubumenyi ndangamurage n'ibihangano gakondo mu miterere y'Umuryango wo mu Karere k'Afurika ku byerekeye Umutungo bwite mu by'Ubwenge (ARIPO), nkuko byemejwe n'Iteka rya Perezida n° 17/01 ryo kuwa 16/02/2011 ryemeza burundu amasezerano y'inyongera ku masezerano ya Lusaka, Zambia yo kuwa 09 Ukuboza 1976 ashiraho Umuryango Nyafurika w'Akarere ugamije kurengera umutungo bwite mu by'ubwenge (ARIPO) yerekeye ibyemezo by'ubuhimbyi bwa tekini n'ibishushanyo n'ibyitegererezo byo mu rwego rw'inganda yemejwe kuwa 10 Ukuboza 1982 i Harare muri Zimbabwe;

Ishingiye ku Itegeko n° 31/2009 ryo ku wa 26/10/2009 rigamije kurengera umutungo bwite mu by'ubwenge, cyane cyane mu ngingo yaryo ya 289;

Isubiye ku Iteka ryo kuwa 16 Kanama 1939 rigana kurinda ahantu nyaburanga no kubungabunga ibihangano gakondo ryashyizwe mu bikorwa mu Rwanda n'icyemezo O.R.U n° 21/112 cyo kuwa 14 Kanama 1956;

Pursuant to the Convention on the Protection and Promotion of the Diversity of Cultural Expressions, adopted in Paris, France, on 20 October 2005 as ratified by Presidential Order n° 60/01 of 11/10/2012;

Pursuant to the Swakopmund Protocol on the Protection of Traditional Knowledge and Expressions of Folklore within the Framework of the African Regional Intellectual Property Organization (ARIPO), as ratified by the Presidential Order n° 17/01 of 16/02/2011 ratifying the Additional Protocol on the Agreement of Lusaka, Zambia of 09 December 1976 on the Creation of the African Regional Intellectual Property Organisation (ARIPO) on patents and industrial designs within the framework of the African Regional Intellectual Property Organisation (ARIPO) adopted in Harare, Zimbabwe, on 10 December 1982;

Pursuant to Law n° 31/2009 of 26/10/2009 on the protection of intellectual property especially in Article 289;

Having reviewed the Decree of 16 August 1939 on the protection of sites, monuments and production of indigenous art made enforceable in Rwanda by O.R.U n° 21/112 of 14 August 1956;

Vu la Convention sur la protection et la promotion de la diversité des expressions culturelles, adoptée à Paris, France, le 20 octobre 2005 telle que ratifiée par Arrêté Présidentiel n° 60/01 du 11/10/2012;

Vu le Protocole de Swakopmund sur la protection des savoirs traditionnels et des expressions du folklore dans le cadre de l'Organisation régionale africaine de la propriété intellectuelle (ARIPO), tel que ratifié par l'Arrêté Présidentiel n° 17/01 du 16/02/2011 portant ratification du Protocole additionnel sur l'Accord de Lusaka, Zambie, du 09 décembre 1976 portant création de l'Organisation régionale Africaine de la propriété intellectuelle (ARIPO) sur les brevets et modèles industriels dans le cadre de l'Organisation régionale africaine de la propriété intellectuelle (ARIPO) adopté le 10 décembre 1982 à Harare, Zimbabwe;

Vu la Loi n° 31/2009 du 26/10/2009 portant protection de la propriété intellectuelle, spécialement en son article 289;

Revu le Décret du 16 août 1939 portant protection des sites, monuments et production de l'art indigène rendu exécutoire au Rwanda par l'O.R.U. n° 21/112 du 14 août 1956;

YEMEJE :

UMUTWE WA MBERE: INGINGO RUSANGE

Ingingo ya mbere: Icyo iri tegeko rigamije

Iri tegeko rigena ibungabungwa ry'umurage ndangamuco n'ubumenyi gakondo.

Ingingo ya 2: Ibisobanuro by'amagambo

Muri iri tegeko amagambo akurikira afite ibisobanuro bikurikira:

- 1° **gusana:** kuvugurura ibintu harimo inyubako, ibikorwa ndangamuco n'ibindi mu rwego rwo kubisubiza umwimerere karemano wabyo;
- 2° **gushyira ku rutonde:** igikorwa cya Leta cyemeza umurage ndangamuco ufatika rusange cyangwa bwite wabaruwe hagamijwe kurengera inyungu rusange cyangwa bwite z'umurage ndangamuco;
- 3° **ibihangano gakondo:** uburyo cyangwa ingiro ubumenyi ndangamuco buvugwamo cyangwa bugaragazwamo;
- 4° **icyemezo:** inyandiko itangwa n'ubuyobozi bubifitiye ububasha, igaragaza uburenganzira bufitwe

ADOPTS :

CHAPTER ONE: GENERAL PROVISIONS

Article One: Purpose of this Law

This Law determines the preservation of cultural heritage and traditional knowledge.

Article 2: Definitions

For the purposes of this Law, the following terms are defined as follows:

- 1° **restoration:** the renovation of objects including buildings, cultural works and others so as to return them to their original condition;
- 2° **classification:** an act whereby the State declares that a public or private tangible cultural heritage has been inventoried for the protection of public or private interest of cultural heritage;
- 3° **expression of folklore:** forms or manners, in which cultural knowledge is expressed or manifested;
- 4° **certificate:** a document delivered by a competent authority attesting to the rights held by or authorisation

ADOPTE:

CHAPITRE PREMIER : DISPOSITIONS GENERALES

Article premier: Objet de la présente loi

La présente loi porte préservation du patrimoine culturel et du savoir traditionnel.

Article 2 : Définitions

Aux fins de la présente loi, les termes repris ci-après ont les significations suivantes:

- 1° **restauration:** rénovation des objets tels que les bâtiments, les œuvres culturelles et autres afin de leur redonner leur aspect original;
- 2° **classement :** acte par lequel l'Etat déclare qu'un patrimoine culturel matériel public ou privé a été inventorié dans le cadre de la protection de l'intérêt public ou privé du patrimoine culturel;
- 3° **expression du folklore :** formes ou manières dans lesquelles le savoir culturel est exprimé ou manifesté;
- 4° **certificat:** document délivré par l'autorité compétente attestant les droits ou l'autorisation détenus par

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- cyangwa uruhushya ruhawe umuntu, ikigo cyangwa igihugu k'umurage ndangamuco, ibihangano n'ubumenyi gakondo;
- 5° **kubarura:** gukora urutonde rw'umurage ndangamuco w'ibyimukanwa n'ibitimukanwa, bya Leta iby'imiryango, amashyirahamwe cyangwa iby'abantu ku giti cyabo;
- 6° **kwandika:** igikorwa cya Leta cyemeza umurage ndangamuco udafatika, waba rusange cyangwa bwite, wabaruwe kandi ugomba kurengerwa nk'ibiranga umuco w'abenegihugu;
- 7° **Minisiteri:** Minisiteri ifite umuco mu nshingano zayo;
- 8° **Minisitiri:** Minisitiri ufite umuco mu nshingano ze;
- 9° **ubumenyi gakondo:** ubuhanga bukomoka ku baturage batuye ahantu, bugaragarira mu bikorwa ndangamuco byihariye, bihererekanywa uko ibisekuru bisimburana cyangwa ubuhanga umuntu yiyandikishaho mu izina ry'umuryango uko ibisekuru bisimburana;
- 10° **umuntu:** umuntu ku giti cye, abantu bafatanyije umutungo, sosiyete
- granted to an individual, a moral person or a country with respect to cultural heritage, expression of folklore and traditional knowledge;
- 5° **inventory:** the listing of movable and immovable cultural heritage belonging to the State, to communities, to associations or to individuals;
- 6° **registration:** an act whereby intangible cultural heritage, whether public or private, which is included in the inventory and protected is declared by the State as being a national cultural characteristic;
- 7° **Ministry:** the Ministry in charge of culture;
- 8° **Minister:** the Minister in charge of culture;
- 9° **traditional knowledge:** knowledge originating from a local community manifested through particular cultural activities passed down from one generation to another or knowledge registered by an individual on behalf of the family from one generation to another;
- 10° **person:** an individual, a group of co-owners, a company, an organization
- une personne physique, une personne morale ou un Etat à l'égard du patrimoine culturel, des expressions du folklore et du savoir traditionnel;
- 5° **inventaire:** dresser une liste du patrimoine culturel mobilier et immobilier appartenant à l'Etat, aux communautés, aux associations ou à des personnes physiques;
- 6° **enregistrement:** acte par lequel l'Etat déclare en tant que caractéristique culturelle nationale le patrimoine culturel immatériel, tant public que privé, qui est déjà inventorié et protégé;
- 7° **Ministère:** le Ministère ayant la culture dans ses attributions;
- 8° **Ministre:** le Ministre ayant la culture dans ses attributions ;
- 9° **savoir traditionnel :** savoir provenant d'une communauté locale et manifesté par des activités culturelles particulières passées d'une génération à l'autre ou savoir qu'une personne fait enregistrer en son nom pour le compte d'une famille d'une génération à l'autre;
- 10° **personne :** personne physique, copropriétaires, société commerciale,

y'ubucuruza, umuryango cyangwa ishyirahamwe bifite ubuzima gatozi;

11° **umurage ndangamuco:** umurage ufatika n'udafatika w'abaturage batuye ahantu cyangwa uw'umuntu ukomoka ku bisekuru ugahererekanywa uko ibisekuru bisimburana kandi ufite agaciro mu rwego rw'ubumenyi n'ubuhanga, amateka n'ibisigaratongo, imitekerereze, ubugeni n'iyobokamana n'ibindi bifitanye isano n'umuco.

or an association with legal personality;

11° **cultural heritage :** a tangible and intangible heritage of a local community or of natural person related to the cultural tradition, passed down from generation to generation and with a particular value in terms of science, technology, history and archaeology, philosophy, art and religion and other areas related to culture.

organisation ou association dotée de la personnalité juridique;

11° **patrimoine culturel :** patrimoine matériel et immatériel d'une communauté locale ou d'une personne en rapport avec la tradition culturelle, passée de génération en génération et présentant une valeur particulière du point de vue de la science, la technologie, l'histoire et l'archéologie, la philosophie, l'art et la religion et d'autres domaines en rapport avec la culture.

UMUTWE WA II: KUBUNGABUNGA NO KURENGERA UMURAGE NDANGAMUCO

CHAPTER II: PRESERVATION AND PROTECTION OF CULTURAL HERITAGE

CHAPITRE II: PRESERVATION ET PROTECTION DU PATRIMOINE CULTUREL

Icyiciro cya mbere: Umurage ndangamuco

Section One: Cultural heritage

Section première: Patrimoine culturel

Ingingo ya 3: Ibigize umurage ndangamuco

Article 3: Components of cultural heritage

Article 3: Composantes du patrimoine culturel

Umurage ndangamuco ugizwe n'ibi bikurikira:

The cultural heritage is composed of the following:

Le patrimoine culturel est composé de ce qui suit:

1° umurage ndangamuco ufatika;

1° tangible cultural heritage;

1° le patrimoine culturel matériel;

2° umurage ndangamuco udafatika.

2° intangible cultural heritage.

2° le patrimoine culturel immatériel.

Ingingo ya 4: Umurage ndangamuco ufatika

Article 4: Tangible cultural heritage

Article 4: Patrimoine culturel matériel

Umurage ndangamuco ufatika ugizwe n'ibi bikurikira :

The tangible cultural heritage is composed of the following:

Le patrimoine culturel matériel est composé de ce qui suit :

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1° uwimukanwa n'utimukanwa;

2° umurage ukomatanyije, ndangamuco na kamere;

3° umurage uri muni y'amazi.

1° movable and immovable heritage;

2° mixed cultural and natural heritage;

3° underwater heritage.

1° patrimoine mobilier et immobilier ;

2° patrimoine mixte culturel et naturel;

3° patrimoine subaquatique.

Ingingo ya 5: Umurage ndangamuco udafatika

Umurage ndangamuco udafatika ugizwe na:

1° inkuru ziherekanyijwe mu magambo, ubuvanganzo nyemvugo, indirimbo, imbyino ndangamuco, imigenzo n'imiziririzo, ubuhanzi n'ubugeni n'ibihangano ndangamuco bidafatika, amaserukiramico, ibirori, ubumenyi n'ibikorwa;

2° inyandiko: inyandiko zidakunze kuboneka, amafoto, inkurikirane y'amashusho n'amagambo mbwirwaruhame.

Iteka rya Minisitiri rigena ibindi bigize umurage ndangamuco ufatika n'udafatika.

Ingingo ya 6: Itorero ndangamuco ry'Igihugu

Hashyizweho itorero ndangamuco ry'Igihugu.

Iteka rya Minisitiri w'Intebe rigena

Article 5: Intangible cultural heritage

The intangible cultural heritage is composed of:

1° oral tradition, oral literature, songs, cultural dances, rituals and taboos, intangible art, crafts and folklore, festivals, cultural events, knowledge and practices;

2° documentary heritage: rare manuscripts, pictures, slideshows and speeches.

An Order of the Minister determines other tangible and intangible culture heritage elements.

Article 6: National Ballet

There is hereby established a National Ballet.

A Prime Minister's Order determines the

Article 5 : Patrimoine culturel immatériel

Le patrimoine culturel immatériel est composé de ce qui suit:

1° traditions orales, littérature orale, chants, danses culturelles, rites et tabous, art, artisanat et folklore immatériels, festivals, événements culturels, savoirs et pratiques;

2° patrimoine documentaire : manuscrits rares, photos, diapositifs et discours.

Un arrêté du Ministre détermine d'autres éléments du patrimoine culturel matériel et immatériel.

Article 6 : Ballet National

Il est créé un Ballet National.

Un arrêté du Premier Ministre détermine la

inshingano, imiterere, imitunganyirize n'umikorere by'itorero ndangamuco.

Icyiciro cya 2: Kubarura

Ingingo ya 7: Ibarura ry'umurage ndangamuco n'icyo rigamije

Ibarura rishyira ahagaragara ibigize umurage ndangamuco ufatika n'udafatika byimukanwa n'ibitimukanwa biri mu gihugu.

Ibarura ry'ibigize umurage ndangamuco rigamije kubimenya, kubishyira ku rutonde, kubyongerera agaciro, kubirinda no kubibungabunga.

Ingingo ya 8: Inzego zishinzwe kubarura umurage ndangamuco

Kubarura umurage ndangamuco bikorwa n'ubuyobozi bw'Akarere bikemezwa na Minisiteri.

Ubuyobozi bw'Akarere bubarura umurage ndangamuco ugenda uboneka mu ifasi yako,urutonde rugashyikirizwa Minisiteri.

Ingingo ya 9: Kumenyesha umurage ndangamuco

Urutonde rugaragaza umurage ndangamuco rumanikwa ku biro by'Akarere, Umurenge n'Akagari k'ifasi uwo murage uherereyemo.

mission, structure, organization and functioning of the National Ballet.

Section 2: Inventory

Article 7: Cultural heritage inventory and its purpose

The inventory presents the assets of the country's cultural heritage, both tangible and intangible, movable and immovable.

The purpose of inventory of cultural heritage elements is to identify, classify, enhance the value of, protect and preserve such assets.

Article 8: Organs in charge of inventory of cultural heritage

The cultural heritage inventory is done by the District authority and approved by the Ministry.

The District authority is responsible for inventory of cultural heritage progressively found within its jurisdiction and submits the listing to the Ministry.

Article 9: Notification of cultural heritage

A list of classified cultural heritage is displayed at the office of the District, Sector and Cell in whose jurisdiction the heritage is located.

mission, la structure, l'organisation et le fonctionnement du Ballet National.

Section 2: Inventaire

Article 7: Inventaire de l'héritage culturel et son objet

L'inventaire présente les éléments du patrimoine culturel matériel et immatériel meuble et immeuble du pays.

L'inventaire des éléments du patrimoine culturel a pour objet d'identifier, classer, mettre en valeur, protéger et préserver ces éléments.

Article 8 : Organes chargés de l'inventaire du patrimoine culturel

L'inventaire du patrimoine culturel est effectué par l'administration de District et approuvé par le Ministère.

L'autorité de District fait l'inventaire du patrimoine culturel identifié progressivement dans son ressort et soumet la liste au Ministère.

Article 9: Notification du patrimoine culturel

La liste du patrimoine culturel classé est affichée au bureau de District, de Secteur et de Cellule dans le ressort duquel se trouve ledit patrimoine.

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Umuntu wese uzi umurage ndangamuco utanditse, agomba kubimenyesha ubuyobozi bw'Akarere uwo murage uherereyemo.

Any person who knows any unregistered cultural heritage must immediately notify the administrative authority of the District where the heritage is located.

Toute personne ayant connaissance de l'existence d'un patrimoine culturel non enregistré doit annoncer immédiatement son existence à l'administration du District où se trouve ce bien.

Iyo umuntu uzi umurage ndangamuco utanditse atabasha kugera ku buyobozi bw'Akarere, agomba kubimenyesha ubuyobozi bw'Inzego z'ibanze bumwegereye.

When a person who knows the unregistered cultural heritage does not have access to the District authority, he/ she notifies the nearest local administrative authority.

Lorsque la personne ayant connaissance de l'existence du patrimoine culturel n'a pas accès à l'autorité de District, elle le déclare à l'autorité administrative locale la plus proche.

Icyiciro cya 3: Gushyira ku rutonde umurage ndangamuco ufatika

Section 3: Classification of tangible cultural heritage

Section 3: Classement du patrimoine culturel tangible

Ingingo ya 10 Urwego rushinzwe gushyira ku rutonde

Article 10: Organs in charge of classification

Article 10: Organe chargé du classement

Gushyira ku rutonde umurage ndangamuco ufatika bikorwa na Minisiteri.

The classification of tangible cultural heritage is carried out by the Ministry.

Le classement du patrimoine culturel tangible est assuré par le Ministère.

Ingingo ya 11: Ibishingirwaho mu gushyira ku rutonde umurage ndangamuco

Article 11: Criteria for classification of cultural heritage

Article 11: Critères de classement du patrimoine culturel

Umurage ndangamuco ufatika ushyirwa ku rutonde hagendewe nibura kuri kimwe muri ibi bikurikira:

A cultural heritage is classified if it meets at least one of the following criteria:

Un patrimoine culturel est classé en fonction d'au moins un des critères suivants :

1° umwimerere w'igihangano n'ubuhanga buhanitse bwa nyiracyo yaba Umunyarwanda cyangwa umunyamahanga;

1° to represent a masterpiece of creative genius of either a Rwandan citizen or a foreign national;

1° représenter un chef-d'œuvre du génie créateur d'un Rwandais ou d'un étranger;

2° umurage ushamikiye ku migenzo ndangamuco, ku mitekerereze, imyemerere n'ibikorwa n'imyuga

2° to be directly associated with cultural tradition, philosophy, beliefs and artistic works;

2° être directement associé aux traditions culturelles, à la philosophie, à des croyances et des

by'abantu;

3° ahantu ndangamateka, inyubako, amashusho n'inzibutso zihatse ubuhanga mu by' ubugeni;

4° kugaragaza ikimenyetso gifite umwihariko ku iterambere n'umuco nyarwanda mu byiciro by'ubuhanzi, ikoranabuhanga n'amateka by'uruhererekane rw'ibisekuruza.

œuvres artistiques;

3° être une zone historique, un bâtiment, une représentation visuelle et un monument démontrant le talent artistique;

4° apporter un témoignage unique ou exceptionnel sur le développement et la civilisation Rwandaise dans le domaine des arts, technologie et histoire de génération en génération.

Ingingo ya 12: Gutangaza no kumenyesha urutonde rw'agateganyo

Minisitiri atangaza urutonde rw'agateganyo rw'umurage ndangamuco ufatika mbere yo kuwushyira ku rutonde ndakuka.

Minisitiri amenyesha nyiri umurage ndangamuco cyangwa uwucunze mu nyandiko mbere yo kuwushyira ku rutonde ndakuka.

Ingingo ya 13: Kujuririra umwanzuro wo gushyira ku rutonde rw'agateganyo umurage ndangamuco.

Umuntu utishimiye icyemezo cyo gushyira ku rutonde rw'agateganyo umurage ndangamuco, akijuririra kwa Minisitiri mu nyandiko mu gihe kitarenze iminsi mironko itandatu (60) uhereye igihe rutangarijweho agasubizwa mu gihe cy' iminsi mironko itatu (30) uhereye igihe ubujurire bwakiriwe.

Article 12: Publication and notification of provisional classification

The Minister publishes the provisional classification of tangible cultural heritage before its final classification.

The Minister notifies in writing the owner of cultural heritage or its manager before its final classification.

Article 13: Appeal against a decision of provisional classification of a cultural heritage

A person dissatisfied with the decision of provisional classification of a cultural heritage appeals in writing against the decision to the Minister within a period not exceeding sixty (60) days from the date of publication of the classification and receives an answer within thirty (30) days from the date of receipt of the appeal.

Article 12: Publication et notification du classement provisoire

Le Ministre publie le classement provisoire du patrimoine culturel matériel avant son classement définitif.

Le Ministre notifie par écrit le propriétaire du patrimoine culturel ou son gestionnaire avant son classement définitif.

Article 13: Recours contre une décision de classement provisoire du patrimoine culturel

Une personne non satisfaite de la décision de classement provisoire du patrimoine culturel fait recours par écrit contre cette décision auprès du Ministre dans un délai ne dépassant pas soixante (60) jours à compter de la date de publication du classement et reçoit une réponse dans un délai de trente (30) jours à compter du jour de la réception

Ingingo ya 14: Gushyiraho urutonde ndakuka rw'umurage ndangamuco ufatika

Iteka rya Minisitiri rishyiraho urutonde ndakuka rw'umurage ndangamuco ufatika.

Ingingo ya 15: Ibibujijwe ku murage washyizwe ku rutonde

Usibye imirimo isanzwe yo gufata neza umurage ndangamuco, birabujijwe gusenya, gukuraho, gusana cyangwa guhindura uburyo ubwo aribwo bwose umurage ndangamuco washyizwe ku rutonde keretse habanje gutangwa uruhushya rwa Minisitiri mu nyandiko mu gihe kitarenze iminsi mirongo itandatu (60) uherye umunsi dosiye yuzuye yakiriweho.

Iyo Minisitiri adasubije muri iyo minsi, ubusabe bufatwa nk'ubwemewe.

Birabujijwe kandi gushyira inyandiko, amashusho cyangwa ibyapa byo kwamamaza ku nyubako ndangamateka no ku mbibi zayo.

Ingingo ya 16: Gukura umurage ndangamuco ku rutonde

Minisitiri ashobora gukura umurage ndangamuco ku rutonde, igihe icyo ari cyo

Article 14: Final classification of tangible cultural heritage

An Order of the Minister determines the final classification of tangible cultural heritage.

Article 15: Restrictions on classified heritage

Apart from routine tasks of maintaining cultural heritage, no person shall destroy, move, repair or modify in any way classified cultural heritage without prior written approval of the Minister within sixty (60) days from the date of receipt of the complete file.

In case the Minister fails to reply within the prescribed period, the application is deemed accepted.

No person shall affix texts, images or install advertising signs on a historical monument or in its neighbouring area.

Article 16: Declassification of cultural heritage

The Minister may declassify cultural heritage at any time that the reason for classification

du recours.

Article 14: Classement définitif du patrimoine culturel matériel

Un Arrêté du Ministre détermine le classement définitif du patrimoine culturel matériel.

Article 15: Restrictions sur le patrimoine classé

A part les travaux de routine d'entretien du patrimoine culturel, il est interdit de détruire, déplacer, réparer ou modifier de quelque manière que ce soit le patrimoine culturel classé sans l'autorisation écrite préalable du Ministre dans un délai ne dépassant pas soixante (60) jours à compter de la réception du dossier complet.

Au cas où le Ministre ne répond pas dans le délai prévu, la demande est réputée acceptée.

Il est interdit d'apposer des textes, images ou d'installer des panneaux publicitaires sur le monument historique ou dans son entourage.

Article 16: Déclassement du patrimoine culturel

Le Ministre peut procéder au déclassement du patrimoine culturel classé à tout moment

cyose impamvu yatumye ushyirwa ku rutonde itagihari.

Ingingo ya 17: Uburenganzira ku ngurane cyangwa indishyi ikwiye

Gushyira umurage ndangamuco ku rutonde ndakuka bishobora guhesha umuntu, nyir'umutungo, uburenganzira ku ngurane cyangwa indishyi ikwiye hakurikijwe amategeko abigenga.

Icyiciro cya 4: Kwandika umurage ndangamuco udafatika

Ingingo ya 18: Urwego rwandika umurage ndangamuco udafatika

Kwandika umurage ndangamuco udafatika bikorwa n'urwego rufite kwandika mu nshingano zarwo.

Ingingo ya 19: Ibishingirwaho mu kwandika umurage ndangamuco udafatika

Umurage ndangamuco udafatika wabaruwe wandikwa hagendewe nibura kuri kimwe muri ibi bikurikira biranga umuco w'abenegihugu:

- 1° kuba ugaragaza agaciro ndangamuco gahanitse ku muryango w'abantu cyangwa abenegihugu;

thereof no longer exists.

Article 17: Right to an in-kind exchange or fair compensation

The final classification of cultural heritage may give an individual or the owner the right to an in-kind exchange or fair compensation in accordance with relevant legal provisions.

Section 4: Registration of intangible cultural heritage

Article 18: Organ in charge of registration of intangible cultural heritage

Intangible cultural heritage is registered by the organ in charge of registration.

Article 19: Criteria for registration of intangible cultural heritage

Intangible cultural heritage is registered if it meets at least one of the following characteristics of the national culture:

- 1° to demonstrate a sublime cultural value to the society or the nationals;

que le motif de son classement n'existe plus.

Article 17: Droit à un échange en nature ou à une juste indemnisation

Le classement définitif du patrimoine culturel peut conférer à une personne physique ou au propriétaire le droit à un échange en nature ou à une juste indemnisation conformément aux dispositions légales en la matière.

Section 4: Enregistrement du patrimoine culturel immatériel

Article 18: Organe chargé de l'enregistrement du patrimoine culturel immatériel

Le patrimoine culturel immatériel est enregistré par l'organe chargé de l'enregistrement.

Article 19: Critères d'enregistrement du patrimoine culturel immatériel

Un patrimoine culturel immatériel inventorié est enregistré s'il satisfait à au moins une des caractéristiques suivantes de la culture nationale :

- 1° démontrer une valeur culturelle sublime pour la société ou les nationaux;

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2° umwimerere w'igihangano n'ubuhanga buhanitse bwahererekanyijwe, mu rwego rwa gakondo hagati y'ibisekuru;

3° umurage ushamikiye ku migenzo ndangamuco, ku mitekerereze, imyemerere n'ibikorwa n'imyuga by'abantu;

4° kuba ushobora kuzimira ukeneye kurengerwa by'umwihariko;

5° kugaragaza ikimenyetso gifite umwihariko ku iterambere n'umuco nyarwanda mu byiciro by'ubuhanzi, ubuhanga n'amateka by'uruhererekane rw'ibisekuruza.

2° to represent the originality of a work and an artistic genius passed down from generation to generation traditionally;

3° to be linked to cultural rites, philosophy, beliefs and human arts and practices;

4° to be likely to disappear and need special protection;

5° to bear a unique or exceptional testimony to the development and Rwandan civilization in terms of arts, technology and history from generation to generation.

2° représenter l'originalité d'une œuvre et un génie artistique passé traditionnellement de génération en génération;

3° être un patrimoine lié aux rites culturels, à la philosophie, aux croyances et aux arts et pratiques humains ;

4° être susceptible de disparaître et avoir besoin d'une protection particulière ;

5° apporter un témoignage unique ou exceptionnel sur le développement et la civilisation rwandaise dans le domaine des arts, technologie et histoire de génération en génération.

Ingingo ya 20: Kubyaza inyungu umurage ndangamuco

Iteka rya Minisitiri rigena uburyo bwo kubyaza inyungu no gukoresha umurage ndangamuco.

Icyiciro cya 5: Kuvana no kohereza umurage ndangamuco mu mahanga

Ingingo ya 21: Kuvana mu mahanga umurage ndangamuco w' u Rwanda

Bisabwe na Minisitiri, Minisitiri ufite Ububanyi n'Amahanga mu nshingano ze, asaba ko umurage ndangamuco w'u Rwanda wajyanywe mu mahanga ku buryo bunyuranyije n'amategeko cyangwa

Article 20: Income generation through cultural heritage

An Order of the Minister determines modalities for income generation from and use of cultural heritage.

Section 5: Repatriation and exportation of cultural heritage

Article 21: Repatriation of Rwandan cultural heritage

Upon request by the Minister, the Minister in charge of foreign affairs claims for the return to Rwanda of cultural heritage exported unlawfully or kept beyond the designated time abroad.

Article 20: Génération de revenus par le patrimoine culturel

Un arrêté du Ministre détermine les modalités de génération de revenus par le patrimoine culturel et de son utilisation.

Section 5: Rapatriement et exportation du patrimoine culturel

Article 21: Rapatriement du patrimoine culturel rwandais

A la demande du Ministre, le Ministre ayant les affaires étrangères dans ses attributions revendique le retour au Rwanda du patrimoine culturel exporté illégalement ou qui a dépassé la période prévue pour sa

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wararengeje igihe wagenewe kuba uri mu mahanga ugarurwa mu Rwanda.

Iyo umurage wajyanwe mu mahanga wangiritse, igihugu wangirikiyemo kigomba kuwugarura usanze cyangwa kigatanga indishyi ikwiye hashingiwe ku masezerano ibihugu byombi bifitanye.

Iyo icyo gihugu nta masezerano gifitanye n'u Rwanda hakoresha amasezerano mpuzamahanga.

Ingingo ya 22: Kohereza mu mahanga umurage ndangamuco w'Igihugu

Kohereza mu mahanga umurage ndangamuco w'Igihugu ku buryo buhoraho ntibyemewe.

Icyakora, Minisitiri ashobora kwemera ko umurage ndangamuco w'Igihugu woherazwa mu mahanga, ku mpamvu zo kuwutunganya, kuwongerera agaciro, ubushakashatsi cyangwa kubera imurika, mu gihe akena ashingiye ku mpamvu itumye woherazwayo.

Ingingo ya 23: Ububasha bwo gutanga uruhushya rwo kohereza mu mahanga umurage ndangamuco

Uruhushya rwo kohereza umurage ndangamuco mu mahanga rutangwa gusa na Minisitiri.

Igihe umurage ndangamuco woherazwa mu mahanga ari uw'umuntu ku giti cyo,

When exported cultural heritage has been damaged, the country in which the heritage is located returns it after restoration or give fair compensation pursuant to the convention between both countries.

In case there is no convention between Rwanda and the concerned country, international conventions apply.

Article 22: Exportation of national cultural heritage

The permanent exportation of national cultural heritage is prohibited.

However, the Minister may authorize the exportation of national cultural heritage for the purpose of restoration, valorisation, research or exhibition for a period that he/she determines according to the export purpose.

Article 23: Power to issue cultural heritage export certificate

Cultural heritage export certificate is only issued by the Minister.

When the exported cultural heritage belongs to an individual, the individual transmits the

résidence à l'étranger.

Lorsque le patrimoine culturel exporté a été détérioré, le pays dans lequel le patrimoine est situé doit le restituer après sa restauration ou donner une juste indemnisation selon la convention signée entre les deux pays.

Au cas où il n'existe pas de convention entre le Rwanda et ce pays, les conventions internationales s'appliquent.

Article 22: Exportation du patrimoine culturel national

L'exportation permanente du patrimoine culturel national est interdite.

Toutefois, le Ministre peut autoriser l'exportation du patrimoine culturel national pour sa restauration, sa valorisation, la recherche ou en vue de l'exposition, pour une période qu'il détermine conformément à l'objet de l'exportation.

Article 23: Pouvoir d'octroi d'un certificat d'exportation du patrimoine culturel

Le certificat d'exportation du patrimoine culturel n'est délivré que par le Ministre.

Lorsque le patrimoine culturel exporté appartient à un individu, ce dernier transmet

awushyikiriza Minisiteri imaze kumuha inyemezayakira.

heritage to the Ministry after obtaining acknowledgment of receipt from the Ministry.

ce patrimoine au Ministère contre accusé de réception.

Ingingo ya 24: Kurinda umurage ndangamuco wandikiwe mu kindi gihugu

Article 24: Protection of cultural heritage registered in another country

Article 24: Protection du patrimoine culturel enregistré dans un autre pays

Iyo umurage ndangamuco wandikishijwe mu kindi gihugu uzanywe mu Rwanda ugomba gufatwa kandi ukarindwa kimwe n'uwandikishijwe mu Rwanda hakurikijwe amategeko n'amasezerano mpuzamahanga u Rwanda rwashyizeho umukono.

If the cultural heritage registered in foreign country is imported to Rwanda, it must be automatically treated and protected as the cultural heritage registered in Rwanda in accordance with the law and international conventions to which Rwanda is a party.

Lorsque le patrimoine culturel enregistré dans un pays étranger est importé au Rwanda, il est traité et protégé automatiquement au même titre qu'un patrimoine enregistré au Rwanda conformément à la loi et aux conventions internationales signées par le Rwanda.

Ingingo ya 25: Kumenyesha umurage ndangamuco wazanywe mu Rwanda mu buryo bunyuranyije n'amategeko

Article 25: Notification of a cultural heritage unlawfully imported into Rwanda

Article 25: Déclaration du patrimoine culturel illégalement importé au Rwanda

Umuntu wese umenye ko hari umurage ndangamuco wazanywe mu Rwanda ku buryo bunyuranyije n'amategeko, abimenyesha Minisiteri. Ibisabwe na Minisiteri, Minisiteri ifite Ububanyi n'Amahanga mu nshingano zayo ibimenyesha igihugu bireba.

Any person who becomes aware of the existence of any cultural heritage that was unlawfully imported into Rwanda, he/she notifies the Ministry. Upon request by the Ministry, the Ministry in charge of foreign affairs notifies the concerned State.

Toute personne informée du patrimoine culturel illégalement importé au Rwanda le déclare au Ministère. A la demande du Ministère, le Ministère ayant les affaires étrangères dans ses attributions le notifie à l'Etat concerné.

Ingingo ya 26: Gusaba gusubizwa umurage ndangamuco wazanywe mu Rwanda ku buryo bunyuranyije n'amategeko

Article 26: Request for return of a cultural heritage unlawfully imported into Rwanda

Article 26: Demande de retour du patrimoine culturel importé illégalement au Rwanda

Igihugu gisaba gusubizwa umurage ndangamuco wazanywe mu Rwanda ku buryo bunyuranyije n'amategeko gishyikiriza Minisiteri ifite ububanyi n'amahanga mu nshingano, igihama ko

The State requesting for the return of a cultural heritage unlawfully imported into Rwanda provides the Ministry in charge of foreign affairs with evidence of ownership of the cultural heritage to justify return thereof.

L'Etat qui réclame le patrimoine culturel illégalement importé au Rwanda fournit les preuves d'être propriétaire du patrimoine culturel au Ministère ayant les affaires étrangères dans ses attributions pour justifier

umurage ndangamuco wavuye muri icyo gihugu, kugira ngo kibashe kuwusubizwa.

Icyiciro cya 6: Ubushakashatsi

Ingingo ya 27: Uruhushya rwo gukora ubushakashatsi ku murage ndangamuco

Gukora ubushakashatsi ku murage ndangamuco uri ku butaka, muni yabwo cyangwa muni y'amazi bisabirwa urushya urwego rubifitiye ububasha.

Ubusabe n'iyemererwa bimenyeshwa Minisitiri.

Ibisabwa umushakashatsi mbere yo kumuha uburenganzira bwo gukora ubushakashatsi, inshingano n'uburenganzira bwe biteganywa n'Iteka rya Minisitiri.

Ingingo ya 28: Gutangaza ibyagezweho mu bushakashatsi

Umuntu wese wahawe uruhushya rwo gukora ubushakashatsi hakurikijwe ibiteganywa n'iri tegeko afite inshingano yo kumurikira ibyagezweho mu bushakashatsi urwego rwamuhaye uruhushya akagera kopi Minisitiri.

Section 6: Research

Article 27: Authorisation of research on cultural heritage

Research on cultural heritage on the ground, under the ground or under water is subject to a request for authorization from the competent authority.

The request and authorization are notified to the Ministry.

An Order of the Minister determines requirements for the researcher before being granted authorization to conduct research, his/ her obligations and rights.

Article 28: Release of research results

Any person authorized to conduct research in accordance with the provisions of this Law has the obligation to present research results to the organ having granted him/her authorization, with a copy to the Minister.

son retour.

Section 6: Recherche

Article 27: Autorisation de recherche sur le patrimoine culturel

La recherche sur le patrimoine culturel sur le sol, sous le sol ou subaquatique est soumise à la demande d'autorisation auprès de l'autorité compétente.

La demande et l'autorisation sont notifiées au Ministère.

Un arrêté du Ministre détermine les conditions requises pour le chercheur avant de se faire accorder l'autorisation de mener la recherche, ses obligations et ses droits.

Article 28: Communication des résultats de la recherche

Toute personne autorisée à mener la recherche conformément aux dispositions de la présente loi a l'obligation de présenter les résultats de la recherche à l'organe qui lui a accordé l'autorisation et donner une copie au Ministre.

**UMUTWE WA III: KUBUNGABUNGA
NO KURENGERA IBIHANGANO
NDANGAMUCO N'UBUMENYI
GAKONDO**

**Icyiciro cya mbere: Kurengera ibihangano
ndangamuco**

**Ingingo ya 29: Uburyo bwo kurengera
igihangano ndangamuco**

Umwanditsi w'uburenganzira ku gihangano bwite mu by'ubwenge abika igitabo gikubiyemo ibihangano ndangamuco by'umurage w'igihugu kandi akanakurikirana ko birengerwa.

**Ingingo ya 30: Abagenewe igikorwa cyo
kurengera igihangano ndangamuco**

Igikorwa cyo kurengera igihangano ndangamuco kigenewe igihugu, ikigo cyigenga cyangwa umuntu wandikishije igihangano ndangamuco cye mu buyobozi bubifitiye ububasha.

Igihangano ndangamuco kigomba kubikwa kandi kigakoreshwa mu mikorere yacyo ya gakondo.

**Ingingo ya 31: Ibibujijwe ku gihangano
ndangamuco cyandikishijwe**

Birabujijwe ko umuntu yiyitirira igihangano ndangamuco cyandikishijwe, kugikoresha mu buryo butari gakondo cyangwa kukibyaza umusaroro mu buryo

**CHAPTER III: PRESERVATION AND
PROTECTION OF EXPRESSIONS OF
FOLKLORE AND TRADITIONAL
KNOWLEDGE**

**Section One: Protection of expressions of
folklore**

**Article 29: Means of protection of
expressions of folklore**

The registrar of intellectual property rights keeps the register of expressions of folklore which belong to the national heritage and ensures that they are protected.

**Article 30: Beneficiaries of protection of
expressions of folklore**

A country, a private institution or an individual who has registered their expressions of folklore to the competent authority is the beneficiary of protection of the expressions of folklore.

The expression of folklore must be kept and used in its traditional practices.

**Article 31: Restrictions on registered
expression of folklore**

No person shall misappropriate, use outside traditional context or unlawfully exploit a registered expression of folklore.

**CHAPITRE III : PRESERVATION ET
PROTECTION DES EXPRESSIONS DU
FOLKLORE ET DU SAVOIR
TRADITIONNEL**

**Section première: Protection des
expressions du folklore**

**Article 29: Moyen de protection des
expressions du folklore**

Le conservateur des droits de la propriété intellectuelle tient le registre des expressions du folklore qui appartiennent à l'héritage national et s'assure de leur protection.

**Article 30: Bénéficiaires de la protection
des expressions du folklore**

Un pays, un établissement privé ou un individu ayant fait enregistrer ses expressions du folklore chez l'autorité compétente est le bénéficiaire de la protection de ces expressions du folklore.

L'expression du folklore doit être maintenue et utilisée dans ses pratiques traditionnelles.

**Article 31: Restrictions sur une
expression du folklore enregistrée**

Il est interdit d'usurper, d'utiliser en dehors de son contexte traditionnel ou d'exploiter de manière illicite une expression du folklore enregistrée.

bunyuranyije n'amategeko.

Ingingo ya 32: Aho kurengera igihangano ndangamuco bigarukira

Haseguriwe ibivugwa mu ngingo ya 34 y'iri tegeko, mu gihe hubahirijwe imikoreshereze gakondo y'igihangano ndangamuco gisanganywe, biremewe:

- 1° kwagura no kwimakaza ikoreshwa ryacyo, iterambere, ihererekanya, isakazwa cyangwa itangwa byacyo;
- 2° kugikoresha mu rwego rwo kwigisha, gukora ubushakashatsi, gukoreshwa n'umuntu ku giti cye, gutangaza amakuru, gukoreshwa mu nkiko, gufatwa amajwi cyangwa gukora kopi z'igihangano ndangamuco ngo zishyirwe mu nshyinguranyandiko cyangwa ku rutonde runaka hagamijwe gusa kurengera umurage w'igihugu.

Ingingo ya 33: Igihe kurengera ibihangano gakondo bimara

Ibihangano gakondo by'umurage w'igihugu birengerwa igihe cyose ibyo bihangano byujuje ibisabwa kugira ngo birengerwe bivugwa muri iri tegeko.

Icyakora, mu gihe igihangano ndangamuco ari icy'umuntu ubwe, kukirengera bimara

Article 32: Limitations applicables to the protection of an expression of folklore

Subject to the provisions of Article 34 of this law and after compliance with the ordinary traditional use of an expression of folklore, it is permitted to:

- 1° expand and extend its use, its development, transmission, dissemination or its cession;
- 2° be subject to exceptions for the purposes of teaching and research, private use, reporting of current events, use in the course of legal proceedings, the making of recordings and reproductions of an expression of folklore for inclusion in an archive or inventory exclusively for the purposes of safeguarding national heritage.

Article 33: Duration of protection of expressions of folklore

Expressions of folklore belonging to the national heritage are protected for so long as the expression fulfils the protection criteria referred to under this Law.

However, where an expression of folklore belongs exclusively to an individual,

Article 32: Limitations applicables à la protection d'une expression du folklore

Sous réserve des dispositions de l'article 34 de la présente loi et après respect des restrictions de l'utilisation traditionnelle ordinaire d'une expression du folklore, il est admis de:

- 1° étendre son usage, son développement, sa transmission, sa diffusion ou sa cession;
- 2° être soumis à des exceptions à des fins d'enseignement et de recherche, d'usage privé, de reportage des événements actuels, d'usage lors des procédures judiciaires, d'enregistrements et de reproductions d'une expression du folklore pour leur insertion dans les archives ou inventaire exclusivement destinés à la sauvegarde du patrimoine national.

Article 33: Durée de la protection des expressions du folklore

Les expressions du folklore appartenant au patrimoine national sont protégées aussi longtemps que l'expression remplit les critères prévus par la présente loi.

Toutefois, lorsqu'une expression du folklore appartient exclusivement à un individu, la

igihe cy'imyaka mirongo itanu (50) uhereye igihe nyir'igihangano apfiriye, cyarangira kigafatwa kandi kikarengerwa nk'ikiri mu murage w'igihugu.

Ingingo ya 34: Uburenganzira ku nyungu zikomoka ku gihangano ndangamuco cy'igihugu

Umuntu wese ukoresha igihangano ndangamuco cy'igihugu agamije inyungu yishyura amafaranga yagenwe n'ubuyobozi bubifitiye ububasha.

Ingingo 35: Uburenganzira ku nyungu zikomoka ku ihererekanya ry'igihangano ndangamuco cy'igihugu

Ihererekanya ry'uburenganzira ku gihangano ndangamuco cy'igihugu hagamijwe inyungu, bwaba bwose cyangwa igice cyabwo, cyangwa ihererekanya ry'ubundi burenganzira rigamije inyungu, rikorwa hishyuwe amafaranga yagenwe n'ubuyobozi bubifitiye ububasha.

Ingingo ya 36: Gukoresha igihangano ndangamuco cy'undi muntu hagamijwe inyungu

Kugira ngo umuntu akoreshe igihangano ndangamuco cy'undi muntu agamije inyungu agomba kugirana amasezerano yanditse na nyir'igihangano.

protection last fifty (50) years from the date of the death of the owner after which it is regarded and protected as the national heritage.

Article 34: Rights to economic interests arising from an expression of national folklore

Any person who uses an expression of national folklore for economic interests pays royalties determined by the competent authority.

Article 35: Rights to economic interests arising from the transfer of an expression of national folklore

The transfer in whole or in part of the right to an expression of national folklore for economic interests or the transfer of any other right for economic interests is subject to the payment of royalties determined by the competent authority.

Article 36: Use of expression of folklore belonging to another person for economic benefits

For a person to use an expression of folklore belonging to another person for economic benefits, he/she must enter into a contract with the holder.

protection dure cinquante (50) ans à compter du décès du propriétaire après lesquels elle est considérée et protégée comme patrimoine national.

Article 34: Droits aux intérêts économiques découlant d'une expression du folklore national

Toute personne qui utilise une expression du folklore national à des fins économiques paie des redevances déterminées par l'autorité compétente.

Article 35: Droits aux intérêts économiques découlant du transfert d'une expression du folklore national

Le transfert d'un droit, en tout ou en partie, à une expression du folklore national à des fins économiques ou le transfert de tout autre droit à des fins économiques est soumis au paiement des redevances déterminées par l'autorité compétente.

Article 36: Utilisation d'une expression du folklore appartenant à autrui à des fins économiques

Pour qu'une personne utilise une expression du folklore appartenant à autrui à des fins économiques, elle doit signer un contrat avec le détenteur.

Ingingo ya 37: Uburenganzira ku nyungu zikomoka ku ihererekanya ry'igihangano ndangamuco cy'umuntu

Ihererekanya ry'uburenganzira ku gihangano ndangamuco cy'umuntu hagamijwe inyungu, bwaba bwose cyangwa igice cyabwo, cyangwa ihererekanya ry'ubundi burenganzira rigamije inyungu, rikorwa hakurikijwe amasezerano bagiranye.

Icyiciro cya 2: Kurengera ubumenyi gakondo

Ingingo ya 38: Ibirengerwa nk'ubumenyi gakondo

Ubumenyi gakondo burengerwa ni ubu bukurikira:

- 1° ubwakomotse, bwabungabunzwe kandi bwahererekanyijwe mu rwego rwa gakondo no hagati y'ibisekuru;
- 2° ubwerekeye ku buryo bwihariye umuryango nyarwanda;
- 3° ubwerekeye ibigaragaza umuco w'umuryango w'abantu batuye ahantu runaka bazwi ko bafite ubumenyi binyuze mu buryo bwo kubutunga buhuriweho kandi bwerekeye umuco;
- 4° ibintu bikomoka ku murimo w'ubwenge wihangiwe cyangwa

Article 37: Rights to economic interests arising from the transfer of an expression of folklore belonging to an individual

The transfer in whole or in part of the right to an expression of folklore belonging to an individual for economic interests, or the transfer of any other right for economic interests, is done in accordance with the contract between both parties.

Section 2: Protection of traditional knowledge

Article 38: Traditional knowledge to be protected

Traditional knowledge to be protected is the one:

- 1° generated, preserved and transmitted in a traditional and intergenerational context;
- 2° distinctively associated with Rwandan community;
- 3° integral to the cultural identity of a community of people living in a particular place that are recognized as holding the knowledge through a form of collective and cultural ownership;
- 4° the products of creative and cumulative intellectual activity, such

Article 37: Droits aux intérêts économiques découlant du transfert d'une expression du folklore appartenant à un individu

Le transfert d'un droit, en tout ou en partie, d'une expression du folklore appartenant à un individu à des fins économiques ou le transfert de tout autre droit à des fins économiques, se fait conformément au contrat conclu entre les deux parties.

Section 2: Protection du savoir traditionnel

Article 38: Savoir traditionnel à protéger

Le savoir traditionnel à protéger est celui qui est:

- 1° généré, préservé et transmis dans un contexte traditionnel et intergénérationnel ;
- 2° associé de manière distincte à la communauté rwandaise;
- 3° partie intégrante de l'identité culturelle d'une communauté de gens habitant dans un endroit particulier qui en est reconnue comme détentrice sous la forme d'une propriété collective et culturelle ;
- 4° le produit d'une activité intellectuelle créative, notamment

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rusange, nk'iyavumbuwe n'umuntu ubwe cyangwa afatanyije n'abandi mu gihe ibiranga uwo muntu bitazwi;

5° ibigaragaza ibiranga umuco w'igihugu n'umurage gakondo wakomeje kwitabwaho, ugakoreshwa cyangwa ugategzwa imbere n'igihugu hakurikijwe imikorere yacyo.

Ingingo ya 39: Uburenganzira buhabwa ufite ubumenyi gakondo

Nyiri ubumenyi gakondo afite uburenganzira bwo kubuza uwo ariwe wese gukoresha ubumenyi gakondo bwe atabanje kubimwemerera.

Nyiri ubumenyi gakondo afite uburenganzira bwo gukurikirana mu rwego rw'amategoko umuntu wese ukoresha ubumenyi gakondo bwe atabihereye uruhushya mu nyandiko.

Ingingo ya 40: Uburenganzira nyamuntu ku bumenyi gakondo

Nyiri ubumenyi gakondo ni we ufite uburenganzira nyamuntu ku bumenyi gakondo bwe.

Uburenganzira nyamuntu ku bumenyi gakondo ni:

1° uburenganzira bwo kwitirirwa ubumenyi gakondo;

as individual creativity or collective creativity where the identity of the individual is unknown;

5° characteristic of a nation's cultural identity and traditional heritage which has been maintained, used or developed by such a nation in accordance with the practices of the nation.

Article 39: Rights conferred to a holder of traditional knowledge

The holder of traditional knowledge has the right to prevent anyone from exploiting their traditional knowledge without his/her prior informed consent.

The holder of traditional knowledge has the right to institute legal proceedings against any person who exploits his/her traditional knowledge without his/her written permission.

Article 40: Moral rights in traditional knowledge

The owner of traditional knowledge is the holder of the moral rights in the traditional knowledge.

The moral rights of the traditional holders of traditional knowledge are:

1° the right of attribution of ownership in relation to traditional knowledge;

d'une créativité individuelle ou collective quand l'identité de l'individu n'est pas connue;

5° caractéristique de l'identité culturelle et du patrimoine traditionnel d'une nation qui ont été maintenus, utilisés ou développés par cette nation en conformité avec ses pratiques.

Article 39: Droits conférés au détenteur du savoir traditionnel

Le détenteur du savoir traditionnel a le droit d'empêcher quiconque d'exploiter son savoir traditionnel sans son consentement préalable.

Le détenteur du savoir traditionnel a le droit d'engager des poursuites judiciaires contre toute personne qui exploite son savoir traditionnel sans son autorisation écrite.

Article 40: Droits moraux liés au savoir traditionnel

Le détenteur du savoir traditionnel est le détenteur des droits moraux liés à ce savoir traditionnel.

Les droits moraux du détenteur du savoir traditionnel sont les suivants:

1° le droit d'attribution de la propriété lié au savoir traditionnel;

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2° uburenganzira bwo kubuza ko undi muntu atanga ubumenyi gakondo mu buryo bw'uburiganya;

3° uburenganzira bwo kubuza ko ubumenyi gakondo bukoreshwa mu buryo butari bwo.

2° the right not to have ownership of traditional knowledge falsely attributed to them;

3° the right not to have their traditional knowledge subject to derogatory treatment.

2° le droit de non-transfert de propriété du savoir traditionnel leur attribué faussement;

3° le droit de ne pas voir leur savoir traditionnel soumis au traitement déprécié.

Uburenganzira nyamuntu ku bumenyi gakondo bukomeza kubaho igihe cyose ntibutangwa kandi ntawe ubwikuraho.

Moral rights in the traditional knowledge continue in force in perpetuity and are inalienable, and cannot be waived or transferred.

Les droits moraux liés au savoir traditionnel sont perpétuels, inaliénables et ne peuvent faire l'objet de renonciation ni de transfert.

Ingingo ya 41: Guhagararira inyungu z'ufite ubumenyi gakondo

Inyungu z'ufite ubumenyi gakondo zishobora guhagararirwa n'intumwa yabihereye ububasha na nyir'ubwo bumenyi.

Article 41: Representation of the interests of the traditional knowledge holder

Interests of the holder of traditional knowledge may be represented by his/her authorized representative.

Article 41: Représentation des intérêts du détenteur du savoir traditionnel

Les intérêts du détenteur du savoir traditionnel peuvent être représentés par son représentant autorisé.

Abanyamahanga cyangwa ibigo byo mu mahanga bifite ubuzima gatozi, bemerewe gukora binyuze mu babahagarariye bemewe n'amategeko.

Foreign natural persons and legal entities are entitled to act through their official representatives.

Les personnes physiques et morales étrangères sont autorisées à agir par l'intermédiaire de leurs représentants officiels.

Ingingo ya 42: Abagenewe igikorwa cyo kurengera ubumenyi gakondo

Igikorwa cyo kurengera ubumenyi gakondo kigenewe Igihugu cyangwa umuryango w'abantu bahuriye kuri ubwo bumenyi, bandikishije ubumenyi gakondo bwawo mu buyobozi bubifitiye ububasha.

Article 42: Beneficiaries of protection of traditional knowledge

The action of protecting traditional knowledge is reserved to the nation or a group of people who share that knowledge and who has registered their traditional knowledge to the relevant authority.

Article 42: Bénéficiaires de la protection du savoir traditionnel

L'acte de protéger le savoir traditionnel est réservé à la nation ou à un groupe de gens qui partagent ce savoir et ayant fait enregistrer leur savoir traditionnel auprès de l'autorité compétente.

Ubumenyi gakondo bugomba kubungabungwa kandi bugakoreshwa mu

The traditional knowledge must be preserved and used in their traditional practices.

Le savoir traditionnel doit être sauvegardé et utilisé dans leurs pratiques traditionnelles.

mikorere yabwo ya gakondo.

Ingingo ya 43: Ihererekanya n'iyemererwa

Nyiri ubumenyi gakondo wabwandikishije mu buyobozi bubifitiye ububasha, ashobora guha ububasha ushaka gukoresha ubwo bumenyi gakondo bwe babanje kugirana amasezerano yanditse.

Urwego rubifitiye ububasha rushobora guha umuntu uwo ari we wese, uburenganzira bwo gukoresha ubumenyi gakondo bw'umurage w'igihugu binyuze mu masezerano y'ubufatanye.

Ingingo ya 44: Irengayobora ku bumenyi gakondo

Ku mpamvu z'uburezi, ubushakashatsi, n'umutekano, nyir'ubumenyi gakondo yemera gutanga amakuru ku bintu biri kuba hakoreshejwe amafoto, itangazamakuru, ifatamajwi n'ifatamashusho, gusa ingano y'iryo koresha igomba kubahiriza impamvu yatanzwe y'amakuru ndetse n'inkomoko yayo ikerekanwa.

Article 43: Assignment and licensing

A holder of traditional knowledge having registered it with the relevant authority, may assign to anyone who so wishes the right to use such traditional knowledge provided that a written agreement is concluded between both parties.

The relevant authority may assign to anyone the right to use the traditional knowledge belonging to the national heritage.

Article 44: Exceptions to traditional knowledge

For educational, research and security purposes, the owner of the traditional knowledge accepts to report on the current event by means of photography, broadcasting or sound or visual recording, provided that the extent of such utilization is justified by the informatory purpose and the source is indicated.

Article 43: Cession et agrément

Le propriétaire du savoir traditionnel qui l'a fait enregistrer auprès de l'autorité compétente, peut accorder à toute personne qui le désire un droit d'utiliser ce savoir après avoir conclu avec elle un accord écrit.

L'autorité compétente peut céder à toute personne le droit d'utiliser le savoir traditionnel appartenant au patrimoine national.

Article 44: Exceptions au savoir traditionnel

Pour des fins d'enseignement, de recherche et de sécurité, le détenteur du savoir traditionnel accepte de donner des informations sur un événement en cours par voie de photographie, de radiodiffusion ou d'enregistrement de son ou d'images, pourvu que le niveau de cet usage soit justifié par des fins d'information et que la source soit indiquée.

UMUTWE WA IV: INGINGO ZISOZA

CHAPTER IV: FINAL PROVISIONS

CHAPITRE IV : DISPOSITIONS FINALES

Ingingo ya 45: Itegurwa, isuzumwa n'itorwa by'iri tegeko

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

Article 45: Drafting, consideration and adoption of this Law

This Law was drafted in French, considered and adopted in Kinyarwanda.

Article 45: Initiation, examen et adoption de la présente loi

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

Ingingo 46: Ivanwaho ry'ingingo z'amategeko zinyuranyije n'iri tegeko

Iteka ryo ku wa 16 Kanama 1939 rigena kurinda ahantu nyaburanga no kubungabunga ibihangano gakondo ryashyizwe mu bikorwa mu Rwanda n'icyemezo O.R.U N°21/112 cyo ku wa 14 Kanama 1956 kimwe n'izindi ingingo zose z'amategeko abanziriza iri kandi zinyuranyije n'iri Tegeko bivanyweho.

Article 46: Repealing provision

The Decree of 16 August 1939 on the protection of sites, monuments and production of indigenous art made enforceable in Rwanda by O.R.U. n° 21/112 of 14 August 1956 as well as all prior legal provisions contrary to this Law are repealed.

Article 46: Disposition abrogatoire

Le Décret du 16 août 1939 portant protection des sites, monuments et production de l'art indigène rendu exécutoire au Rwanda par l'O.R.U. n° 21/112 du 14 août 1956 ainsi que toutes les dispositions légales antérieures contraires à la présente loi sont abrogés.

Ingingo 47: Igihe iri tegeko ritangira gukurikizwa

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

Article 47: Commencement

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

Article 47 : Entrée en vigueur

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

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Kigali, ku wa **22/7/2016**

Kigali, on **22/7/2016**

Kigali, le **22/7/2016**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Minisitiri w'Intebe

(sé)
MUREKEZI Anastase
Prime Minister

(sé)
MUREKEZI Anastase
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°30/2016 RYO KU WA 23/7/2016 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 11 MATA 2016, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CY'ITERAMBERE CY'IBIHUGU BY'AMAJYARUGURU Y'I BURAYI (NDF), YEREKERANYE N'IMPANO INGANA NA MILIYONI ENYE N'IBIHUMBI MAGANA ANE Y'AMAYERO (4.400.000 EUR) YO KUBAKA UBUSHOBOZI BW'IBIKORWA REMEZO BY'UBWIKOREZI BUKOresha IMIHANDA IHANGANA N'IHINDAGURIKA RY'IKIRERE

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LOI N°30/2016 DU 23/7/2016 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 11 AVRIL 2016, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS NORDIQUE DE DEVELOPPEMENT (NDF), RELATIF AU DON DE QUATRE MILLIONS QUATRE CENT MILLE EUROS (4.400.000 EUR) POUR LE DEVELOPPEMENT DES CAPACITES EN VUE DE LA RESILIENCE CLIMATIQUE DES INFRASTRUCTURES DE TRANSPORT ROUTIER

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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.

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 20 Kamena 2016;

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

LAW N°30/2016 OF 23/7/2016 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA ON 11 APRIL 2016, BETWEEN THE REPUBLIC OF RWANDA AND NORDIC DEVELOPMENT FUND (NDF), RELATING TO THE GRANT OF FOUR MILLION FOUR HUNDRED THOUSAND EUROS (EUR 4,400,000) FOR DEVELOPING CAPACITY FOR CLIMATE RESILIENT ROAD TRANSPORT INFRASTRUCTURE

We, KAGAME Paul,
President of the Republic;

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

THE PARLIAMENT:

The Chamber of Deputies, in its session of 20 June 2016;

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;

LOI N°30/2016 DU 23/7/2016 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 11 AVRIL 2016, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS NORDIQUE DE DEVELOPPEMENT (NDF), RELATIF AU DON DE QUATRE MILLIONS QUATRE CENT MILLE EUROS (4.400.000 EUR) POUR LE DEVELOPPEMENT DES CAPACITES EN VUE DE LA RESILIENCE CLIMATIQUE DES INFRASTRUCTURES DE TRANSPORT ROUTIER

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

LE PARLEMENT:

La Chambre des Députés, en sa séance du 20 juin 2016;

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;

168 n'ya 176;

Imaze gusuzuma Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Mata 2016, hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'i Burayi (NDF), yerekeranye n'impano ingana na miliyoni enye n'ibihumbi magana ane y'Amayero (4.400.000 EUR) yo kubaka ubushobozi bw'ibikorwaremezo by'ubwikorezi bukoresha imihanda ihangana n'ihindagurika ry'ikirere;

YEMEJE:

Ingingo ya mbere : Kwemera kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Mata 2016, hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'i Burayi (NDF), yerekeranye n'impano ingana na miliyoni enye n'ibihumbi magana ane y'amayero (4.400.000 EUR) yo kubaka ubushobozi bw'ibikorwaremezo by'ubwikorezi bukoresha imihanda ihangana n'ihindagurika ry'ikirere, 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.

After consideration of the Grant Agreement signed in Kigali, Rwanda on 11 April 2016, between the Republic of Rwanda and Nordic Development Fund (NDF), relating to the grant of four million four hundred thousand Euros (EUR 4,400,000), for developing capacity for climate resilient road transport infrastructure;

ADOPTS:

Article one : Approval for ratification

The Grant Agreement signed in Kigali, Rwanda on 11 April 2016, between the Republic of Rwanda and Nordic Development Fund (NDF), relating to the grant of four million four hundred thousand euros (EUR 4,400,000), for developing capacity for climate resilient road transport infrastructure, in appendix, is hereby approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

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

Après examen de l'Accord de don signé à Kigali, au Rwanda le 11 avril 2016, entre la République du Rwanda et le Fonds Nordique de Développement (NDF), relatif au don de quatre millions quatre cent mille Euros (4.400.000 EUR) pour le développement des capacités en vue de la résilience climatique des infrastructures de transports routier;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord de don signé à Kigali, au Rwanda le 11 avril 2016, entre la République du Rwanda et le Fonds Nordique de Développement (NDF), relatif au don de quatre millions quatre cent mille euros (4.400.000 EUR) pour le développement des capacités en vue de la résilience climatique des infrastructures de transports routier, 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 kinyarwanda.

Official Gazette n° 33 of 15/08/2016

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Kigali, ku wa **23/7/2016**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
MUREKEZI Anastase
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

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

Article 3: Commencement

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

Kigali, on **23/7/2016**

(sé)
KAGAME Paul
President of the Republic

(sé)
MUREKEZI Anastase
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 3: Entrée en vigueur

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

Kigali, le **23/7/2016**

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Premier Ministre

Vu et scellé du Sceau de la République :

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

ITEKA RYA PEREZIDA N°15/01 RYO KU WA 8/8/2016 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 11 MATA 2016, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CY'ITERAMBERE CY'IBIHUGU BY'AMAJYARUGURU Y'I BURAYI (NDF), YEREKERANYE N'IMPANO INGANA NA MILIYONI ENYE N'IBIHUMBI MAGANA ANE Y'AMAYERO (4.400.000 EUR) YO KUBAKA UBUSHOBOZI BW'IBIKORWAREMEZO BY'UBWIKOREZI BUKORESHA IMIHANDA IHANGANA N'IHINDAGURIKA RY'IKIRERE

PRESIDENTIAL ORDER N°15/01 OF 8/8/2016 RATIFYING THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA ON 11 APRIL 2016, BETWEEN THE REPUBLIC OF RWANDA AND NORDIC DEVELOPMENT FUND (NDF), RELATING TO THE GRANT OF FOUR MILLION FOUR HUNDRED THOUSAND EUROS (EUR 4,400,000) FOR DEVELOPING CAPACITY FOR CLIMATE RESILIENT ROAD TRANSPORT INFRASTRUCTURE

ARRETE PRESIDENTIEL N°15/01 DU 8/8/2016 PORTANT RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 11 AVRIL 2016, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS NORDIQUE DE DEVELOPPEMENT (NDF), RELATIF AU DON DE QUATRE MILLIONS QUATRE CENT MILLE EUROS (4.400.000 EUR) POUR LE DEVELOPPEMENT DES CAPACITES EN VUE DE LA RESILIENCE CLIMATIQUE DES INFRASTRUCTURES DE TRANSPORT ROUTIER

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Ingingo ya3 : Igihe iteka ritangira gukurikizwa

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Article 3 : Entrée en vigueur

ITEKA RYA PEREZIDA N°15/01 RYO KU WA 8/8/2016 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 11 MATA 2016, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CY'ITERAMBERE CY'IBIHUGU BY'AMAJYARUGURU Y'I BURAYI (NDF), YEREKERANYE N'IMPANO INGANA NA MILIYONI ENYE N'IBIHUMBI MAGANA ANE Y'AMAYERO (4.400.000 EUR) YO KUBAKA UBUSHOBOZI BW'IBIKORWAREMEZO BY'UBWIKOREZI BUKORESHA IMIHANDA IHANGANA N'IHINDAGURIKA RY'IKIRERE

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°30/2016 ryo ku wa 23/8/2016 ryemera kwemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Mata 2016, hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'i Burayi (NDF), yerekeranye n'impano ingana na miliyoni enye n'ibihumbi magana ane y'Amayero (4.400.000 EUR) yo kubaka ubushobozi bw'ibikorwaremezo by'ubwikorezi bukoresha imihanda ihangana n'ihindagurika ry'ikirere;

PRESIDENTIAL ORDER N°15/01 OF 8/8/2016 RATIFYING THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA ON 11 APRIL 2016, BETWEEN THE REPUBLIC OF RWANDA AND NORDIC DEVELOPMENT FUND (NDF), RELATING TO THE GRANT OF FOUR MILLION FOUR HUNDRED THOUSAND EUROS (EUR 4,400,000) FOR DEVELOPING CAPACITY FOR CLIMATE RESILIENT ROAD TRANSPORT INFRASTRUCTURE

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°30/2016 of 23/8/2016 approving the ratification of the Grant Agreement signed in Kigali, Rwanda on 11 April 2016, between the Republic of Rwanda and Nordic Development Fund (NDF), relating to the grant of four million four hundred thousand Euros (EUR 4,400,000), for developing capacity for climate resilient road transport infrastructure;

ARRETE PRESIDENTIEL N°15/01 DU 8/8/2016 PORTANT RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 11 AVRIL 2016, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS NORDIQUE DE DEVELOPPEMENT (NDF), RELATIF AU DON DE QUATRE MILLIONS QUATRE CENT MILLE EUROS (4.400.000 EUR) POUR LE DEVELOPPEMENT DES CAPACITES EN VUE DE LA RESILIENCE CLIMATIQUE DES INFRASTRUCTURES DE TRANSPORT ROUTIER

Nous, KAGAME Paul,
Président de la République;

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

Vu la Loi N°30/2016 du 23/8/2016 approuvant la ratification de l'Accord de don signé à Kigali, au Rwanda le 11 avril 2016, entre la République du Rwanda et le Fonds Nordique de Développement (NDF), relatif au don de quatre millions quatre cent mille Euros (4.400.000 EUR) pour le développement des capacités en vue de la résilience climatique des infrastructures de transport routier;

Official Gazette n° 33 of 15/08/2016

Tumaze kubona Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Mata 2016, hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'i Burayi (NDF), yerekeranye n'impano ingana na miliyoni enye n'ibihumbi magana ane y'Amayero (4.400.000 EUR) yo kubaka ubushobozi bw'ibikorwaremezo by'ubwikorezi bukoresha imihanda ihangana n'ihindagurika ry'ikirere;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE :

Ingingo ya mbere : Kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Mata 2016, hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu bw'Amajyaruguru y'i Burayi (NDF), yerekeranye n'impano ingana na miliyoni enye n'ibihumbi magana ane y'Amayero (€ 4.400.000) yo kubaka ubushobozi bw'ibikorwaremezo by'ubwikorezi bukoresha imihanda ihangana n'ihindagurika ry'ikirere ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Considering the Grant Agreement signed in Kigali, Rwanda on 11 April 2016, between the Republic of Rwanda and Nordic Development Fund (NDF), relating to the grant of four million four hundred thousand Euros (EUR 4,400,000), for developing capacity for climate resilient road transport infrastructure;

On proposal by the Minister of Finance and Economic Planning;

After consideration and approval by the Cabinet;

HAVE ORDERED AND HEREBY ORDER:

Article One : Ratification

The Grant Agreement signed in Kigali, Rwanda on 11 April 2016, between the Republic of Rwanda and Nordic Development Fund (NDF), relating to the grant of four million four hundred thousand Euros (EUR 4,400,000), for developing capacity for climate resilient road transport infrastructure annexed to this Order is hereby ratified and becomes fully effective.

Considérant l'Accord de don signé à Kigali, au Rwanda le 11 avril 2016, entre la République du Rwanda et le Fonds Nordique de Développement (NDF), relatif au don de quatre millions quatre cent mille Euros (4.400.000 EUR) pour le développement des capacités en vue de la résilience climatique des infrastructures de transport routier;

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

Après examen et adoption par le Conseil des Ministres;

AVONS ARRETE ET ARRETONS:

Article premier : Ratification

L'Accord de don signé à Kigali, au Rwanda le 11 avril 2016, entre la République du Rwanda et le Fonds Nordique de Développement (NDF), relatif au don de quatre millions quatre cent mille Euros (4,400,000 EUR) pour le développement des capacités en vue de la résilience climatique des infrastructures de transports routier 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, Minisitiri w'Ibikorwaremezo n'Umunyamabanga wa Leta ushinzwe Taransiporo muri Minisiteri y'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

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

Kigali, ku wa 8/8/2016

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

MUREKEZI Anastase
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

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 Cooperation, the Minister of Infrastructure and the Minister of State in charge of Transport in Ministry 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.

Kigali, on 8/8/2016

(sé)

KAGAME Paul
President of the Republic

(sé)

MUREKEZI Anastase
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

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

Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères et de la Coopération, le Ministre des Infrastructures et le Secrétaire d'Etat chargé du Transport au Ministère 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, le 8/8/2016

(sé)

KAGAME Paul
Président de la République

(sé)

MUREKEZI Anastase
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°15/01 RYO KU WA 8/8/2016 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 11 MATA 2016, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CY'ITERAMBERE CY'IBIHUGU BY'AMAJYARUGURU Y'I BURAYI (NDF), YEREKERANYE N'IMPANO INGANA NA MILIYONI ENYE N'IBIHUMBI MAGANA ANE Y'AMAYERO (4.400.000 EUR) YO KUBAKA UBUSHOBOZI BW'IBIKORWAREMEZO BY'UBWIKOREZI BUKOKESHYA IMIHANDA IHANGANA N'IHINDAGURIKA RY'IKIRERE

ANNEX TO PRESIDENTIAL ORDER N° 15/01 OF 8/8/2016 RATIFYING THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA ON 11 APRIL 2016, BETWEEN THE REPUBLIC OF RWANDA AND NORDIC DEVELOPMENT FUND (NDF), RELATING TO THE GRANT OF FOUR MILLION FOUR HUNDRED THOUSAND EUROS (EUR 4,400,000) FOR DEVELOPING CAPACITY FOR CLIMATE RESILIENT ROAD TRANSPORT INFRASTRUCTURE

ANNEXE DE L'ARRETE PRESIDENTIEL N°15/01 DU 8/8/2016 PORTANT RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 11 AVRIL 2016, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS NORDIQUE DE DEVELOPPEMENT (NDF), RELATIF AU DON DE QUATRE MILLIONS QUATRE CENT MILLE EUROS (4.400.000 EUR) POUR LE DEVELOPPEMENT DES CAPACITES EN VUE DE LA RESILIENCE CLIMATIQUE DES INFRASTRUCTURES DE TRANSPORT ROUTIER

GRANT NO. NDF C79

GRANT AGREEMENT

Developing Capacity for Climate Resilient Road Transport Infrastructure

between

the

REPUBLIC OF RWANDA

and

NORDIC DEVELOPMENT FUND

Dated.....11 April. 2016

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GRANT AGREEMENT

between the REPUBLIC of RWANDA (the "Recipient") and the NORDIC DEVELOPMENT FUND (the "Fund").

WHEREAS

- a) the Fund was established as a Nordic multilateral development financing institution pursuant to an agreement between the Governments of Denmark, Finland, Iceland, Norway and Sweden for the purpose of promoting economic and social development in developing countries through participation in financing on concessional terms of projects of interest to the Nordic Countries;
- b) the Recipient, having satisfied itself of the feasibility and priority of the project described in Annex 1 to this Agreement (the "Project"), has requested the Fund to assist in the financing of the Project and declares its commitment to the objectives of the Project;
- c) the Recipient has entered into an agreement (the "Financing Agreement"), dated 16 December 2014, with African Development Bank (the "Partner Agency") to assist in the financing of the Project; to assist in the financing of the Project;
- d) the Project will be carried out by Rwanda Transport Development Agency (RTDA) (the "Implementing Agency");
- f) the Fund, in accordance with a co-operation agreement dated 5 December 1995, as amended 17 May 2013, may request the Partner Agency to carry out on behalf of the Fund and in accordance with the Partner Agency's usual procedures, the monitoring and evaluation of the part of the Project to be financed by the Fund;
- g) the Recipient and the Fund have on 4 October 2004 entered into an agreement on the legal status of the Fund in the Republic of Rwanda;
- h) the Fund has agreed, on the basis, inter alia, of the foregoing, to extend the Grant to the Recipient upon the terms and conditions set forth in this Agreement;

NOW IT IS AGREED:

ARTICLE I

Definitions

1.01 Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the Preamble to this Agreement have the meanings therein set forth, and the following additional terms have the following meanings:

"Agreement" means this particular grant agreement, including all annexes, schedules and agreements supplemental hereto, as such agreement may be amended from time to time;

"Anticorruption Policy" means NDF's Policy on Anticorruption and Integrity, as in effect at any given time;

"Banking Day" means, in relation to any place where transactions under this Agreement have to be carried out, a day on which commercial banks in such place are neither required nor authorised to be closed;

"Closing Date" means the date after which the right of the Recipient to make drawdowns under this Agreement may be terminated by the Fund, such date being specified in Section 2.07;

"Contractor" means a consultant, supplier of goods, contractor of works and/or provider of services for the Project, selected and employed or contracted in accordance with this Agreement;

"Disbursement Deadline Date" means the date four (4) months after the Closing Date, which is the final date on which the Fund will accept disbursement requests.

"Disbursement Instructions" mean NDF Disbursement Instructions, as in effect at any given time;

"Dollar(s)", "USD" and the sign *"\$"* mean the lawful currency of the United States of America;

"Eligible Expenditure" means, except as otherwise provided in this Agreement, an expenditure incurred prior to or on the Closing Date in respect of the reasonable cost of goods, works and services required and procured for the Project and to be financed by means of the Grant, all in accordance with the provisions of this Agreement, provided however that a payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations shall not be an Eligible Expenditure;

"EUR" and the sign *"€"* mean euro, the lawful currency of the member states of the European Union that have adopted and continue to retain a common single currency through monetary union in accordance with European Union treaty law;

"Grant" means the grant provided for in this Agreement or any part thereof, as the context requires;

"Policy on Access to Information" means NDF's Policy on Access to Information, as in effect at any given time;

"Policy on Taxes" means NDF Operational Policy on Taxes, as in effect at any given time;

"Prohibited Practices" means corrupt, fraudulent, collusive, coercive and obstructive practices, as defined in the Anticorruption Policy;

"Special Account" means an account opened by the Recipient or Implementing Agency in accordance with the Disbursement Instructions for the purpose of receiving and administering a Special Advance disbursement;

"Taxes" includes imposts, levies, fees and duties of any nature, whether in effect at the date of this Agreement or imposed thereafter;

"Tenderer" means a firm or other type of entity, association of firms or entities, or an individual who submits or has submitted a proposal or a bid for the supply of goods, construction of works or provision of services for the Project.

ARTICLE II
The Grant
Use of Proceeds of the Grant
Disbursements

2.01 The Fund agrees to make available to the Recipient, on the terms and conditions set forth or referred to herein, an amount of up to EUR 4,400,000.00 (four million four hundred thousand euros) (the "Grant").

2.02 The Recipient shall be entitled to draw down the Grant in accordance with the provisions of this Agreement and the Disbursement Instructions, for the purpose of paying Eligible Expenditures. The Recipient shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Grant in accordance with Section 6.02 and Annex 2 of this Agreement. Unless the Fund shall agree otherwise, no amount of the Grant shall be drawn or be applied, directly or indirectly, on account of expenditures incurred prior to the date of this Agreement or after the Closing Date.

2.03 The use of any of the proceeds of the Grant to pay for Taxes levied by, or in the territory of, the Recipient on or in respect of Eligible Expenditures, or on the importation, manufacture, procurement or supply of goods, works and services for such Eligible Expenditures, if permitted pursuant to this Agreement, is subject to the NDF Policy on Taxes. If the Fund at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Fund may, by notice to the Recipient, adjust the percentage of such expenditures to be financed out of the proceeds of the Grant, as required to ensure consistency with the Fund's policy.

~~2.04 Drawdowns shall reflect the implementation of the Project. The proceeds of the Grant shall be disbursed in accordance with and on terms and conditions set out in Annex 2 hereto and the Fund's Disbursement Instructions by one or several of the following four disbursement methods:~~

~~(i) direct payment(s) to the Contractor(s) for the cost of Eligible Expenditures incurred (Direct Payment);~~

~~(ii) payment(s) for the cost of Eligible Expenditures through a financial institution under a Special Commitment issued by the Fund (Special Commitment);~~

~~(iii) advance payment(s) to one or more Special Accounts opened for the purposes of the Project (Special Advance);~~

~~(iv) reimbursement of Eligible Expenditures which have been incurred and paid for by the Recipient's own resources (Reimbursement).~~

The applicable disbursement method(s) shall be those defined in Annex 2 unless otherwise agreed between the Fund and the Recipient.

2.05 Disbursements under the Grant shall be made subject to

(a) the conditions precedent specified in Article III having been, and remaining, fulfilled to the Fund's satisfaction;

(b) in the case of Special Commitment or Special Advance, the Fund having received and accepted all documentation required for these disbursement methods, as set out in the Disbursement Instructions;

(c) receipt by the Fund of (i) a disbursement request, with supporting documentation, acceptable to the Fund submitted by or on behalf of the Recipient, or (ii) in the case of Special Commitment, a payment request submitted by the third party to whom the Special Commitment was provided by the Fund.

2.06 Each disbursement shall be made prior to the Disbursement Deadline Date on a date determined by the Fund. Unless the Recipient has requested disbursement on a specified later date, disbursement will normally be made not later than 30 calendar days after NDF's receipt of the disbursement request, provided that all conditions precedent to disbursement set out in Article III hereof have been fulfilled and remain fulfilled.

2.07 The Closing Date shall be 31 December 2020, or such later date as the Fund shall establish. The Fund shall promptly inform the Recipient of such later date.

ARTICLE III Conditions Precedent

3.01 Unless otherwise agreed, the making of disbursements from the Grant shall be subject to the fulfilment, in a manner acceptable to the Fund, of the following conditions:

(a) this Agreement is in full force and effect, and no event which would entitle the Fund to suspend disbursements under this Agreement, shall have occurred and be continuing;

(b) the Recipient has taken or caused to be taken all action necessary or advisable to enable the Recipient to receive the Grant and to perform its obligations hereunder, including obtaining all required exemptions, consents and permits; and

(c) the Fund has received and accepted:

(i) a legal opinion showing that this Agreement has been duly authorised or ratified by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms;

(ii) if requested by the Fund, further evidence satisfactory to it that the execution and delivery of this Agreement on behalf of the Recipient has been duly authorised by all necessary authorities;

(iii) evidence satisfactory to the Fund of the authority of the person or persons authorised to sign disbursement requests on behalf of the Recipient and the authenticated specimen signature of any such person;

(iv) evidence satisfactory to the Fund that other financing required for the Project, including financing from the Recipient as well as the Partner Agency, has been obtained and that conditions precedent to the effectiveness of such financing have been met;

(v) if relevant, certified copies of implementation agreements, acceptable to the Fund, whereby the Recipient makes the Grant available to the Implementing Agencies; and

(vii) any other documentation the Fund reasonably requests relating to the execution of this Agreement or the implementation of the Project.

3.02 All documentation to be delivered to the Fund in accordance with this Article III shall be in English, or if in another language, complemented by an official translation in English.

ARTICLE IV

Currency Provisions

4.01 The proceeds of the Grant shall be disbursed in freely convertible currency with reference to EUR in accordance with section 4.02 hereof.

4.02 Whenever it shall be necessary for the purpose of this Agreement to determine the value of one currency or unit of account with reference to another currency or unit of account as of a given date, such value shall be as reasonably determined by the Fund.

ARTICLE V

Co-operation and Information

Recipient's General Undertakings and Representations

5.01 The Recipient represents that this Agreement has been duly authorised, and has been duly executed, signed and delivered on behalf of the Recipient and is legally binding upon the Recipient in accordance with its terms and conditions.

5.02 (a) The Recipient and the Fund shall co-operate fully to ensure that the purpose of the Grant will be accomplished. To that end, each party shall furnish to the other party all such information that is reasonably requested with regard to the general status of the Project.

(b) The Recipient shall promptly inform the Fund of (i) any condition which interferes or threatens to interfere with the accomplishment of the purpose of the Grant (including substantial increase in the cost of the Project), and (ii) any event which with the lapse of time or otherwise would entitle the Fund to suspend disbursements under this Agreement in accordance with Article VII.

5.03 (a) The Recipient undertakes to comply with and ensure that the Project is implemented in accordance with NDF's Anticorruption Policy.

(b) The Recipient undertakes to take all necessary action to prevent and detect Prohibited Practices within its territory and to pursue, by all appropriate means, any such practices whenever identified.

(c) The Recipient undertakes to promptly inform the Fund of any allegation or finding of Prohibited Practices, as defined in the Anticorruption Policy, in connection with the Project or with the use of the proceeds of the Grant.

(d) The Recipient acknowledges that the Fund reserves the right to investigate, directly or through any agent appointed by the Fund, any Prohibited Practices relating to the Project or the use of the proceeds of the Grant and undertakes to cooperate in any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

ARTICLE VI Execution of the Project

Recipient's Project-Related Undertakings

6.01 The Recipient shall take or cause to be taken all action which shall be necessary to execute the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, technical, social, environmental and climate change mitigation and adaptation standards and practices, in accordance with this Agreement. These practices also include transparency in project operations and wide and easy access to public information on the project. In particular, the Recipient shall make available to the public (i) project-related safeguards assessments and plans related to environment, resettlement, and indigenous peoples; (ii) audited annual financial statements for the project; (iii) procurement plans; and (iv) results of procurement procedures.

6.02 (a) The Recipient shall ensure that the proceeds of the Grant shall be used only for the financing of Eligible Expenditures for the Project or, as applicable, Project component(s) for which the Grant is extended. Procurement of the goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be governed by the provisions of Annex 2 to this Agreement as said provisions may be further elaborated in the Procurement Plan, as defined in section (b) below.

(b) The Recipient shall prepare or cause to be prepared a Procurement Plan in accordance with procurement guidelines acceptable to the Fund for a period covering at least 18 initial months of the project execution, and update the Procurement Plan and furnish such update to the Fund for "no objection" not later than 12 months after the date of the preceding Procurement Plan.

(c) The Recipient shall ensure that in respect of procurement of goods, works and services for the Project, bidding documents and requests for proposals as well as the contracts shall, respectively, include clauses that give the Recipient, the Implementing Agency or other contracting entity the right to (i) demand investigations of the Tenderer's/Contractor's books by independent auditors for

the purpose of ascertaining inter alia whether or not Prohibited Practices have taken place, (ii) reject any tender and cancel any procurement contract in the case that any Prohibited Practices have taken place in connection with the procurement procedure related to the contract or the execution thereof, (iii) claim compensation for the damage or loss arising from any such rejection of tender or cancellation of contract, and (iv) exclude the Tenderer/Contractor, either indefinitely or for a certain period of time, from competing for and participating in the execution of contracts in the territory of the Recipient.

6.03 In addition to the proceeds of the Grant, the Recipient shall make available or cause to be made available promptly when needed all other funds that are required for the execution of the Project including any funds that may be required to meet any increase in cost.

6.04 The Recipient shall:

(i) ensure that any facilities relevant to the Project are operated, maintained and repaired in accordance with sound operational and maintenance practices; and

(ii) insure or cause to be insured, or make adequate provision for the insurance of imported goods to be financed out of the proceeds of the Grant against hazards incidental to the acquisition, transportation and delivery thereof to the place of use or installation. Any indemnity for such insurance shall be payable in a freely usable currency to replace or repair such goods.

6.05 The Recipient shall:

(i) maintain or cause to be maintained records and procedures adequate to record and monitor the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods, works and services financed out of the proceeds of the Grant and to disclose their use in the Project;

(ii) ensure that such records mentioned in (i) above are retained until at least one year following receipt by the Fund of the final audited financial statements of the Project or two years after the Closing Date; and

(iii) enable representatives appointed by the Fund to visit any facilities and construction sites included in the Project and to examine the goods, works and services financed out of proceeds of the Grant and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of the obligations of the Recipient under this Agreement.

6.06 The Recipient shall furnish or cause to be furnished to the Fund:

(i) at a minimum semi-annually reasonably detailed information concerning the Grant, the budgeted and actual cost of the Project, the budgeted and actual expenditure of the contracts financed by the Grant, and the goods and services financed out of such proceeds;

(ii) at a minimum semi-annually, reports on the implementation of the Project including, inter alia, information on the accomplishment of the targets and actions set out in Annex I to this Agreement, including the logical framework where relevant, and on the operation and management of the Project facilities, if relevant;

(iii) a copy of the audited annual financial statements of the Project, or, if the Project is a part of a larger project implemented by the Partner Agency, a copy of the audited financial statements for that project, provided such financial statements also include information on the Grant;

(iv) if so requested by the Fund, audited financial statements of the use of the Grant, in form and substance acceptable to the Fund, prepared by an independent auditor for the preceding financial year. The cost of such audit may be covered by proceeds of the Grant. If sufficient Grant proceeds are not available, the Fund and the Recipient shall agree on how to finance the audit;

(v) if the Special Advance disbursement method is being used for the purposes of the Grant, an audit on the Special Account(s), as set out in the Disbursement Instructions;

(vi) promptly after completion of the Project, but in any event not later than six months after the Closing Date or such later date as may be agreed for this purpose between the Recipient and the Fund, a reasonably detailed report, in form and substance acceptable to the Fund, on the use of the proceeds of the Grant, the execution of the Project and the results derived and to be derived from it; and

~~(vii) any other information the Fund shall reasonably request relating to the Project or the proceeds of the Grant.~~

6.07 All reports may be provided electronically unless otherwise requested by the Fund.

6.08 Ownership, title and industrial and property rights in the results of the implementation of the Project and the reports and other related documents shall be vested in the Recipient, Implementing Agency or as otherwise agreed between the parties. Notwithstanding the foregoing, the Recipient shall ensure that the Fund shall have the right to use free of charge and as it sees fit, all documents deriving from the implementation of the Project, whatever their form, provided that such use does not breach any existing industrial and intellectual property rights.

ARTICLE VII

Suspension and Cancellation

7.01 If any of the following events of suspension shall have occurred and be continuing, the Fund may, by notice to the Recipient, suspend in whole or in part the right of the Recipient to draw down the Grant:

(a) The Recipient shall have failed to perform any obligation under this Agreement.

~~(b) The Recipient shall have failed to make payment of principal, charges or any other amount due to the Fund under any credit, grant or other financing agreement between the Recipient and the Fund.~~

~~(c) The Recipient shall have failed to perform any of its obligations (other than payment obligations) under any credit or grant or other financing agreement with the Fund which gives the Fund the right to suspend in whole or in part the right of the Recipient to make drawings under such agreement.~~

(d) As a result of events which have occurred after the date of this Agreement, a situation shall have arisen which in the reasonable opinion of the Fund shall make it improbable that the Project can be successfully carried out or that the Recipient will be able to perform its obligations under this Agreement.

(e) An extraordinary situation shall have arisen in which any further disbursement by the Fund would exceed its resources available for disbursement.

(f) A representation made by the Recipient in or pursuant to this Agreement, or any statement furnished in connection therewith, and intended to be relied upon by the Fund in extending the Grant, shall have been incorrect in any material respect.

(g) (i) (A) The right of the Recipient to draw down the proceeds of any grant or loan made to the Recipient (other than by the Fund) for the financing of the Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing therefor, or

(B) any such grant shall have become repayable or any such loan shall have become due and payable prior to the agreed maturity thereof.

(ii) Subparagraph (i) of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Fund that (A) such suspension, cancellation, termination or prematuring is not caused by the failure of the Recipient to perform any of its obligations under such agreement; and (B) adequate funds for the Project are available to the Recipient from other sources on terms and conditions consistent with the obligations of the Recipient under this Agreement.

(h) The Fund shall have determined, with respect to any contract to be financed in full or in part out of the proceeds of the Grant, that Prohibited Practices were engaged in by representatives of the Recipient or any beneficiary or potential beneficiary of the Grant during the procurement of goods and services, consultants' selection or the execution of a contract, without the Recipient having taken timely and appropriate action satisfactory to the Fund to remedy the situation; or the Fund shall have determined that the procurement of any goods or services to be financed out of the proceeds of the Grant is inconsistent with the relevant procedure agreed on between the Recipient and the Fund.

(i) The Recipient has failed to service any of its external debt to a multilateral financial institution.

(j) Payments to the Recipient are prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

The right of the Recipient to draw down the Grant shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist, unless the Fund shall have notified the Recipient that the right to draw down has been restored in whole or in part, as the case may be.

7.02 If (a) the conditions precedent have not been fulfilled 180 calendar days after the date of this Agreement, or (b) the right of the Recipient to draw down the Grant shall have been ~~suspended for a continuous period of thirty days, or (c) at any time the Fund determines, after~~ consultation with the Recipient, that an amount of the Grant will not be required to finance the Project's costs agreed to be financed out of the proceeds of the Grant, or (d) at any time the Fund determines, with respect to any contract to be financed in full or in part out of the proceeds of the Grant, that Prohibited Practices were engaged in by representatives of the Recipient or any beneficiary or potential beneficiary of the Grant during the procurement of goods and services, consultants' selection or the execution of a contract, without the Recipient having taken timely and

appropriate action satisfactory to the Fund to remedy the situation; (e) after the Closing Date, an amount of the Grant shall remain undrawn, the Fund may, by notice to the Recipient, terminate the right of the Recipient to draw down the Grant or, as applicable, the relevant amount of the Grant. Upon the giving of such notice, the Grant or the relevant amount of the Grant shall be cancelled.

7.03 Notwithstanding any suspension or cancellation, all the provisions of this Agreement shall continue in full force and effect except as specifically provided in this Article.

ARTICLE VIII

Repayment

~~8.01 The Recipient shall upon the Fund's demand promptly repay to the Fund (or, if applicable and agreed by the Fund, to the Special Account) any amount of the Grant used in a manner inconsistent with the provisions of this Agreement.~~

8.02 The Recipient shall upon the Fund's demand promptly repay to the Fund any amount of the Grant standing to the credit of a Special Account if the Fund determines, after consultation with the Recipient, that such amount will not be required to finance the Project's costs agreed to be financed out of the proceeds of the Grant.

ARTICLE IX

Enforceability and Arbitration

Failure to Exercise Rights

Waiver of Immunity

9.01 The rights and obligations of the Recipient and the Fund under this Agreement shall be valid and enforceable in accordance with the terms hereof notwithstanding the law of any state or political subdivision thereof to the contrary. Neither the Recipient nor the Fund shall be entitled in any proceeding under this Article to assert any claim that any provision of this Agreement is invalid or unenforceable because of any provision of the Articles of Agreement or the Statutes of the Fund.

~~9.02 Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Agreement, including its existence, validity or termination, which has not been settled by agreement of the parties within 60 calendar days, shall be settled by final and binding arbitration under the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of this Agreement.~~

The place of arbitration shall be Stockholm, Sweden, and the language of the arbitral proceedings shall be English.

9.03 Service of any notice of process in connection with any proceeding under this Article may be made in the manner provided for in section 10.02 hereof. The parties hereto waive any and all other requirements for the service of any such notice of process.

9.04 No delay in exercising or omission to exercise any right, power or remedy accruing to any party under this Agreement upon default or otherwise shall impair any such right, power or remedy or be construed to be a waiver thereof, nor shall any action of such party in respect of any default affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

9.05 Except as expressly provided in this Agreement, neither party shall be deemed to have waived, renounced or modified any immunities, privileges or exemptions given under international conventions or applicable law. The parties hereby expressly waive any right of immunity they might have on the grounds of sovereignty or otherwise in connection with any arbitral proceeding pursuant to section 9.02 hereof or with the enforcement of any award pursuant thereto.

ARTICLE X

Miscellaneous Provisions

10.01 The Minister of the Recipient responsible for finance at the time is designated as the representative of the Recipient for the purposes of signing and executing on behalf of the Recipient any documents used in connection with this Agreement. This notwithstanding, the Implementing Agency and the Fund may agree in writing upon any non-material change to, or further specification of, Annex 1, Project Description and Annex 2, Project Execution, provided that the amount of the Grant will not be increased, and any such change or further specification shall be deemed an integral part of this Agreement.

10.02 Any document, notice or request required or permitted to be given or made under this Agreement shall be made in writing in the English language and may be delivered (i) by airmail or internationally recognised courier service, (ii) by telefax, or (iii) by electronic mail to the party to which it is required or permitted to be given or made, at such party's address specified below or at such other address as such party shall have designated by notice to the other party. Any document, notice or request expressly required under this Agreement shall, if given by telefax or by electronic mail, promptly be confirmed by letter, and the Fund shall not be under any obligation to take any action until receipt of such letter.

For the Fund:

Nordic Development Fund

P.O.Box 185

FIN -00171 Helsinki

Finland

tel: +358 10 618 002 telefax: +358 9 622 1491

e-mail: info.ndf@ndf.fi

For the Recipient:

Ministry of Finance and Economic Planning Ministry of Finance and Economic Planning

P:O Box 158

Kigali, Rwanda

tel: +250 252 575 756

telefax: +250 252 577 581

For the Implementing Agency:

Rwanda Transport Development Agency

~~4th Floor, Kucukiro Pension Plaza~~

African Union Boulevard,

P.O Box 6674

Kigali, Rwanda

tel: + +250 788309966

10.03 The Fund may disclose this Grant Agreement and any information related to this Grant Agreement in accordance with its Policy on Access to Information in effect at the time of such disclosure.

10.04 This Agreement is made in two copies each of which shall be an original.

10.05 The following annex forms part of this Agreement:

Annex 1 Project Description

Annex 2 Project Execution

Annex 3 Monitoring Framework

IN WITNESS WHEREOF the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed with their respective names as of

Place and Date

REPUBLIC OF RWANDA

By: 



NORDIC DEVELOPMENT FUND

Place and Date

By: 

Pasi Hellman
Managing Director



Aage Jørgensen
Country Program Manager

RWANDA: Developing Capacity for Climate Resilient Road Transport Infrastructure under the Upgrading of Base-Gicumbi-Rukomo-Nyagatare Road, Phase I: Base-Rukomo.

PROJECT DESCRIPTION

Project Objectives

The Goal of the proposed component will be to contribute to increasing Rwanda's resilience to the impacts of climate change while improving the standard of living for its citizens. It will do so by seeking to increase the capacity of road transport stakeholders in Rwanda to integrate consideration of climate change and disasters into the transport life cycle, in particular for roads and bridges.

Rwanda will experience increased temperatures and changing rainfall patterns as a result of climate change. In the transport sector, both existing and future infrastructure is susceptible to damage. Increased temperature can increase pavement buckling and changing rainfall patterns can increase landslides, potholes and materials losses to the structures and cause road and bridge failures. Rwanda's vulnerability to climate change is a cumulative result of multiple influences, most notably its highly mountainous topography, an ecosystem particularly vulnerable to climate change. In addition, torrential rains and floods, particularly in the Northern region, have contributed to erosion and the degradation of forests has damaged soil structure.

To address these problems this component will provide technical assistance to build the knowledge and develop technical and policy tools for the transport sector to integrate climate change as well as other natural disasters into all aspects of the transport life cycle. Opportunities will also be provided to pilot innovative approaches to reduce damages and prevent them from occurring. In addition, increased capacity by the transport sector to contribute to response and recovery efforts when disasters do occur will also improve risk management efforts in the country. Cross-cutting approaches to the component include: environment and social co-benefits and developing human resources through multiple channels. These approaches should ensure the sustainability and scaling-up of the results of the technical assistance.

Project Activities and Expected Results

The AfDB project will upgrade the 125 km Base-Gicumbi-Rukomo-Nyagatare road section, which is a major route for trade between the northern and eastern provinces of Rwanda. The project has four major components: a) road works; b) social improvements (school and educational facilities, multifunctional centres for women); c) capacity-building, project management; and d) resettlement

compensation. The NDF-financed component is anchored in component c) and will consist of long-term technical assistance and pilot civil works.

The specific objectives for the AfDB project are: i) to improve the level of transport service on the upgraded section and the local population's living conditions; and ii) build the road maintenance planning and programming capacities of the road administration. The NDF component will increase the capacity of road transport stakeholders in Rwanda to integrate consideration of climate change and disasters into the transport life-cycle, in particular for roads and bridges.

NDF's Components

The NDF component will have three subcomponents (details found in the logical framework in annex 1):

1) Strengthening the knowledge base and tools development (outputs 1.1-1.6)

Undertake detailed technical assessment and recommendations for improved road and bridge planning (i.e. road alignment), design, maintenance, repair and recovery in Western Province. Detailed country-wide GIS vulnerability mapping for the transport sector; targeted technical training on climate change and disasters in the transport sector; programme for engineering student internships and excellence awards established. Undertake review of technical guidelines and practices throughout the transport life cycle. Implementation of climate risk awareness-raising programme with local populations and labour-based maintenance crews.

2) Physical works put in place to enhance landslide protection in right-of-way areas prone to landslides and erosion while providing benefits to local populations (outputs 2.1-2.4)

Evaluation and identification of best practices for right-of-way erosion control measures. Pilot projects for improved environmental management along the Base-Rukomo corridor within the scope of the transport sector. Strengthened performance indicators included, implemented and monitored by RTDA for supervision consultants and construction companies' rehabilitation of quarries and road-side rehabilitation works. Country-wide small-scale pilot projects for technological engineering innovations in identified "hot-spots."

3) Increased involvement by transport sector experts in disaster risk management (outputs 3.1-3.4)

"Build-back-better" guidelines will be developed by RTDA together with the army engineering brigade for reconstruction efforts that are more resilient to climate change, accompanied by training and testing on the ground. Incorporate Disaster Risk Management and Adaptation to Climate Change into revisions of the Transport Sector Policy (2015-2016). Develop a road asset management system, incorporating data on hazards and hot-spots to improve direction of preventative maintenance works and schedules as needed, in order to reduce interruption in mobility for the population and economic activity. Training of staff on how to use and update the system.

The component will furthermore allow for organising two training events with AfDB on transport and adaptation to learn from relevant experiences.

Cost Estimates and Financing Plan

The total budget for the AfDB Transport Sector Support Program is EUR 74.13 million with NDF contributing EUR 4.4 million. The Government of Rwanda will provide EUR 4.25 million to the Transport Program out of which EUR 280,000 will be co-financing to the NDF component.

The following two tables provide an overview of the financing to the programme plus a summary of the detailed NDF budget by cost category:

Table 1: Overview of financing

Financing	AfDB	NDF	GoR	Total
EURO	65.48	4.4	4.25	74.13
Per cent	88.3%	6%	5.7%	100%

Table 2: Summary budget

No.	Category	Budget EUR
1.	International long-term TA (34 months)	1,268,000
2.	Short-term TA, training and technical studies	877,000
3.	Equipment	145,000
4.	Pilot projects	1,650,000
5.	Dissemination and outreach	100,000
6.	Evaluation	60,000
7.	Contingencies	300,000
8.	Total	4,400,000

Cost category 2 includes vulnerability mapping, revision of norms and standards, data collection, technical studies and detailed design for investments, monitoring plus short-term technical assistance (engineering, geology, hydrology, asset management, gender, etc.). Training includes national staff, municipal staff and private sector. Equipment includes GIS, mapping software, computers, GPS, and digital cameras. Pilot projects cover works (construction materials, slope protection, flood and drought management, climate monitoring). Cost category 5 will allow special

exchanges, dissemination, and capacity building activities with the AfDB. The project will also have an external evaluation at project completion.

IMPLEMENTATION AND MONITORING

Implementation Arrangements

The project duration is four years in the period 2016-2020. The NDF component will be anchored in the Single Project Implementation Unit in the Rwanda Transport Development Agency (RTDA). NDF will sign a grant agreement with the Ministry of Finance and Economic Planning (MINECOFIN). The NDF project will be managed under a consultancy contract containing long- and short-term technical assistance.

A Steering Committee will be established and will be represented by senior management from the RTDA, AfDB, REMA, MIDIMAR and NDF. Additional experts, for example, from the Provincial or District governments, may also be invited as needed. The meetings will take place over the course of the component implementation, and a minimum of once yearly. The mandate of the Steering Committee will include the review and approval of the inception, mid-term and final reports, review progress and approve changes to the component design based on evolving needs, and approve budget reallocations if necessary.

Monitoring and Evaluation

The component consultancy team together with the SPIU will be responsible for monitoring progress on both implementation and results of the component. Monitoring of output and outcome-based indicators will take place at regular intervals and compared against an agreed baseline. A baseline study will take place in the inception phase of the component. RTDA, assisted by the TA-team and in close coordination with the other institutions, will be responsible for establishing the baseline, collecting data for each indicator, and reporting. A draft results-based monitoring framework is in place for the NDF component (see annex 3). Progress against the indicators will be identified and reported in the Mid-Term and Final Reports and discussed during Steering Committee Meetings. A final evaluation will take place at project completion to measure impact and gather lessons learned.

In addition, the component design also identifies indicators listed in a number of the country's overarching development strategies and towards which the proposed component will also contribute. This design demonstrates a high level of relevance to the country's broader development objectives, and increases the likelihood of the sustainability of the consultancy activities and results.

Monitoring Framework

SEE ANNEX 3

ANNEX 2

PROJECT EXECUTION

Procurement

Procurement will follow NDF General Procurement Guidelines for Grant Projects and be undertaken by RTDA with oversight and no objections to each step in the process provided by NDF. Draft TOR will be shared with AfDB for comments. Quality and cost-based selection (QCBS) from an international shortlist of firms will be used to select the consultant/consortium that will be responsible for providing technical assistance, training and inputs through studies and tools development in collaboration with RTDA and relevant institutions. It is proposed to have one contract for all TA (short- and long term including all studies) to be provided by an association or consortium of international and national companies. In addition, there will be one to two contracts for equipment, and two or three works contracts procured through National Competitive Bidding.

Disbursements

All contracts will have direct NDF payments and there will be no special accounts for the NDF-supported components. Disbursements will take place according to the procedures laid out in the NDF Disbursement Instructions.

RESULTS FRAMEWORK

DEVELOPING CAPACITY FOR CLIMATE RESILIENT ROAD TRANSPORT INFRASTRUCTURE IN RWANDA

Goal	To increase Rwanda's resilience to the impacts of climate change while improving the standard of living for its citizens
Immediate Objective	Increase the capacity of road transport stakeholders in Rwanda to integrate consideration of climate change and disasters into the transport life-cycle, in particular for roads and bridges
Contribution to Transport Sector Policy	Contribution to Performance Indicators: Environment pillar: develop a transport system that complies with modern rules and standards, that is focused on safety and protecting the environment. Safety pillar: to improve safety by reducing accidents and improve security.
Contribution to Green Growth Strategy	Contribution to Performance Indicators: Increase investment in climate-resilient transport infrastructure, particularly roads. Develop efficient and operational knowledge systems to support sustainable development. Priority 2. Develop capacity within national and sub-national government through exchange programmes, university partnerships, training focal points, professional development and pilot villages.
Contribution to EDPRS II	Economic Transformation Indicator 5.2 High environmental standards and sustainable green innovations in the industrial and private sectors incentivised. Rural Development Indicator 4.1 Quality road network & rural feeder roads extended and in good condition. Productivity and Youth Employment Indicator 1.2 Male and female graduates prepared for job market with critical skills needed.

Outputs	Description	Indicators	Target	Means of Verification
Outcome 1	Increased multi-stakeholder knowledge and supporting tools required to integrate climate change adaptation and disaster risk management into the transport sector	Government transport plans, policies and project documents identify activities to reduce vulnerability to climate change impacts and natural disasters	Project end	Review of government documents
Output 1.1 Detailed country-wide GIS vulnerability mapping for the transport sector	Relevant data include, amongst others, topographical, hydrological (including groundwater), geological, geomorphological, and soil classification data. Hot-spots specific to existing and planned transport infrastructure will be identified, as well as potential areas for worsening of impacts due to future climate change. Maps will be used as input into transport sector planning activities. Both current and forecast data will be used in order to influence long-term planning of 30 to 50 years. (Note: MIDIMAR is preparing a vulnerability atlas, including six types of hazards. In some areas, they are missing data). Data may be collected through existing data in addition to new data from field surveys, Remote Sensing, and Lidar aerial surveying.	Output Indicator: Current and future transport hot-spots for climate change and natural hazards identified. Outcome Indicator: Information from vulnerability mapping is used to influence transport sector planning and implementation in RTDA	Year 1 Year 3	Existence of vulnerability maps and underlying data Project documents, such as procurement documents, master planning, transport sector policies and performance reporting Final evaluation
Output 1.2 Targeted technical training on climate change and disasters in the transport	Delivered at multiple levels including RTDA, MOI, the Department of Planning of MINECOFIN, <i>l'Institut des architectes et ingénieurs</i> and <i>l'association des</i>	Output Indicator: At least fifty government staff from at least three different government departments participate in training	Year 1, 2, 3	Training materials in the form of presentations, texts, case studies, etc.

Outputs	Description	Indicators	Target	Means of Verification
sector	<p><i>entreprises du bâtiment et travaux publics</i>”.</p> <p>These trainings will be periodic and include the presentation of results from this project, such as the hazard mapping (Output 1.1) and pilot interventions (see below). Trainings will include, both as participants and as trainers, members of the project team. Also, training for the private sector will be provided in order to ensure capacity and understanding of climate change adaptation needs and requirements.</p>	<p>Output Indicator: At least 30% of participants are women and 20% are youth.</p> <p>Outcome Indicator: Participating staff incorporate consideration of climate change and natural disasters into their work</p>	<p>Year 1, 2, 3</p> <p>Year 3</p>	<p>Attendance sign-off sheets</p> <p>Review of Ministry products from participating staff</p> <p>Final evaluation</p>
Output 1.3 A programme for student internships and excellence awards established.	<p>Short- to long-term internships for engineering students will be provided through this project. Interns will also participate in all training activities (Output 1.2). Interns will work on selected pilot projects and produce thesis or study reports on selected topics throughout the project, including on: road vulnerability, the impacts of climate change of road design, the role of the transport sector in disaster response and recover, environmental management and resilience for the sector, technological innovations for road improvements in hot-spots. A competition will be launched for the best study report and a prize awarded to the winner.</p>	<p>Output Indicator: At least five student internships awarded and their reports submitted to RTDA</p> <p>Output Indicator: At least 50% of participants are women</p> <p>Outcome Indicator: National excellence award provided to best internship report</p>	<p>Year 2</p> <p>Year 2</p> <p>Year 3</p>	<p>Submission of internship reports by students</p> <p>Allocation of reward to student</p> <p>Article published in local newspaper about award programme and winner</p>

Outputs	Description	Indicators	Target	Means of Verification
Output 1.4 Detailed technical assessment and recommendations for improved road and bridge planning (i.e. road alignment), design, maintenance, repair and recovery in Western Province.	The review will include all environmental, engineering and social factors contributing to sector vulnerability. The report will also include recommendations for improved road and bridge works elsewhere in the country.	Output Indicator: Report identifies lessons learned and recommended best practices from the transport sector in Western Province Outcome Indicator: Recommendations from the study are incorporated elsewhere in the transport sector's projects, including, as possible, for the Base-Gicumbi-Rukomo road segment	Year 1 Year 1	Consultant's reports Review of project documents for Base-Rukomo in addition to other pipelined projects Revision of technical guidelines (see Output 1.5) refer to study
Output 1.5 Integration of climate change adaptation and disaster risk management into existing and upcoming technical standards, guidelines and planning tools	These will include technical support tools throughout the transport life cycle, including master planning, design, construction, material sourcing (quarrying), hydraulics, drainage, procurement, budgeting, maintenance, disaster response and reconstruction practices. In addition, a review of existing technical guidelines will be undertaken to identify gaps and to develop new standards and guidelines as required.	Output Indicator: Development of new and revised technical guidelines, as needed, incorporating climate change adaptation and disaster risk management Outcome Indicator: New revised guidelines are applied to at least one new project	Year 1 Year 2	Technical guidelines New project documents Final evaluation
Output 1.6 Awareness raising programme with local populations and labour-based maintenance crews	A general awareness-raising and education plan will be implemented in the project area and in selected new project areas, in cooperation with MIDIMAR. The trainings will include	Output Indicator: At least 100 people in the Base-Gicumbi-Rukomo area trained, at least 200 people elsewhere in the country, with priority to hot-spots	Year 1, 2, 3	Training sign-up sheets Monitoring through Environmental Management

Outputs	Description	Indicators	Target	Means of Verification
	general awareness regarding disasters and climate change, and also more specific information on the importance of road and drainage protection, for instance proper waste management along road; and soil conservation practices to reduce downstream erosion and landslides. Priority will be given to hot-spots.	Output Indicator: At least 30% of participants are women and 20% are youth. Outcome Indicator: Reduced roadside waste, increased soil protection measures, improved community maintenance of land cover put in place	Year 1, 2, 3 Year 3	Plan and project team site visits, interviews with participants after 24 months Final evaluation
Outcome 2.	Enhanced infrastructure protection in right-of-way areas vulnerable to landslides, erosion, intense precipitation and high temperatures, with benefits for local populations			
Output 2.1 Evaluation and identification of best practices for right-of-way erosion control measures.	This will include a review of existing erosion surveys, an evaluation of local needs, best practice and innovative land-cover practices to reduce erosion in the right-of-way. All forms of erosion control will be evaluated including built and green measures. These include, amongst others, improved retaining walls, gabions, terracing, geotextiles, shrubs, grasses and trees. Criteria will be developed and applied for the selection of measures that are effective and cost-effective as well as having social, environmental and economic co-benefits to the local populations. The criteria for procurement of needed materials and	Output Indicator: RTDA documents identify improved erosion control and landslide measures Outcome Indicator: Criteria are applied to at least two procurement processes	Year 1 Year 3	Review of RTDA reports Review of procurement documents Final evaluation

Outputs	Description	Indicators	Target	Means of Verification
	technologies will be established and incorporated into procurement documents issued by the government.			
Output 2.2 Implementation of small-scale pilot projects for improved environmental management along the Base-Rukomo corridor, and lessons learned developed.	This can include improved quarry rehabilitation standards, testing new varieties of multi-purpose trees along right-of-way, revised drainage for water capture and storage, embankment sloping and functional terracing.	Output Indicator: At least 20% of road length is protected through improved environmental measures. Outcome Indicators: Local populations feel they are benefitting from erosion control measures by increased safety and comfort, alternative economic opportunities and improved land quality.	Year 2, 3 Year 2, 3	Project documents, consultant's reports Local surveys with population and local government at month 20 and 30 Final evaluation
Output 2.3 Strengthened performance indicators, including for supervision consultants and construction companies environmental protection	Indicators are developed, integrated and monitored by RTDA for supervision consultants and construction companies works, including but not limited to rehabilitation of quarries and road-side rehabilitation works. These will be tested for the Base-Rukomo-Gicumbi corridor and transferred to RTDA practices subsequently through recommendations and adjustments to existing performance management systems. Training on the new indicators will be conducted for the private sector so that they are equipped to apply them. The Output will be delivered through coordination with MIDIMAR.	Output Indicator: Indicators for environmental rehabilitation and protection are included in contracting documents and in supervision reports Output Indicator: At least 50% of private sector contractors active in Rwanda receive training Outcome Indicator: Local populations and the Rwandan Environmental Management Agency (REMA) report satisfaction with quarry rehabilitation works and construction practices	Year 1 Year 2, 3 Year 3	Review of contracting documents and reports Training attendee sign-up sheets Supervision reports by consultants and by REMA Final evaluation

Outputs	Description	Indicators	Target	Means of Verification
Output 2.4 Small-scale pilot projects for technological engineering innovations in identified hot-spots.	Up to three areas particularly at risk across the country will be selected from the previous studies and adaptation solutions will be designed and implemented through pipelined projects. The tools and knowledge developed through other outputs in this project will be tested in these pilot projects and can focus on any stage of the transport life-cycle, such as in design, construction or maintenance works. Pilot projects will be designed to be environmentally-friendly and will be monitored for performance.	Output Indicators: Up to three pilot projects are put in place Outcome Indicators: Increased road and bridge resilience to damages from climate and other hazards, measured as appropriate to pilot. (Note: specific sub-indicators quantifying results will need to be developed to be appropriate to each pilot. Examples include reduced maintenance costs, pavement structure integrity maintenance, service interruptions during rains, etc.)	Year 2, 3 Year 3	Pilot project design documents and results reports by consultants, field-site visits by RTDA, AfDB and NDF Final evaluation
Outputs	Description	Indicators		Verifiable Measures
Outcome 3.	Increased capacity by transport sector experts for disaster risk management			
Output 3.1 “Build-back-better” guidelines developed by RTDA, focusing on bridges damaged during flooding	Output 3.1 “Build-back-better” guidelines developed by RTDA, focusing on bridges damaged during flooding. These will ensure that reconstruction of bridges is more resilient to climate change. The guidelines will be applied to pipelined projects over the course of the project, and results monitored. Based on practical experience, adjustments and improvements can be made as needed. The expert will also identify gaps, challenges and opportunities for	Output Indicator: Guidelines to “build back better” bridges damaged during disasters are developed Outcome Indicator: Written evidence of their application post-disaster (if possible within timeframe of project)	Year 2, 3 Year 3	Guidelines documents Post-disaster procurement documents Post-disaster reconstruction survey

Outputs	Description	Indicators	Target	Means of Verification
	<p>improvements.</p> <p>Secondly, a mechanism for coordination with communities affected by transport post-reconstruction efforts will be established to ensure that reconstruction efforts aid locally-affected populations. The Output will be delivered through coordination with MIDIMAR.</p>	<p>Output Indicator: Specific activities are identified for the role of women and physically impaired during and after disasters</p> <p>Outcome Indicator: Local populations perceive reconstruction efforts as improvements to their livelihoods</p>	<p>Year 2, 3</p> <p>Year 3</p>	<p>Final evaluation</p>
Output 3.2 Specifications for floating pontoons for large vehicle river crossings during bridge collapse developed.	With increased rainfall intensity and aging bridge structures, Rwanda has begun to experience multiple and simultaneous bridge failures, crippling local and regional movement of goods and services. Backup equipment, in the form of temporary crossings using pontoon boats, is required to minimise impacts during floods.	<p>Output Indicator: Specifications are prepared</p> <p>Outcome Indicator: Specifications are used to procure new pontoons</p>	<p>Year 1, 2</p> <p>Year 2, 3</p>	<p>Consultant's reports</p> <p>Physical inspection of new pontoons by RTDA, AfDB, NDF</p> <p>Final evaluation</p>

Outputs	Description	Indicators	Target	Means of Verification
Output 3.3 Disaster Risk Management and Adaptation to Climate Change incorporated into revisions of the Transport Sector Policy	The Policy is set to be revised in 2015 and 2016 and knowledge gathered during this project will serve as input.	Output Indicator: The Policy refers to climate change adaptation and disaster risk management Outcome Indicator: Specific measures, responsibilities and budgets are identified	Year 1 Year 2, 3	Transport Policy document Final evaluation
Output 3.4 Develop a road asset management system, incorporating data on hazards and hot-spots to improve direction of preventative maintenance works and schedules as needed	This will contribute to reducing interruption in mobility for the population and economic activity. Train staff on how to use and update the system.	Output Indicator: Database established and regularly updated with recent data Outcome Indicator: Maintenance budget reductions from increased efficiency and targeting of maintenance Outcome Indicator: Reaction time reduced by 50% during landslides due to improved operations management	Year 2, 3 Year 3 Year 3	Semi-annual asset management report Maintenance budget reductions from increased efficiency Final evaluation

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n°15/01 ryo ku wa 8/8/2016 ryemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Mata 2016, hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'i Burayi (NDF), yerekeranye n'impano ingana na miliyoni enye n'ibihumbi magana ane y'Amayero (4.400.000 EUR) yo kubaka ubushobozi bw'ibikorwaremezo by'ubwikorezi bukoresha imihanda ihangana n'ihindagurika ry'ikirere

Seen to be annexed to Presidential Order n° 15/01 of 8/8/2016 ratifying the Grant Agreement signed in Kigali, Rwanda on 11 April 2016, between the Republic of Rwanda and Nordic Development Fund (NDF), relating to the grant of four million four hundred thousand Euros (EUR 4,400,000), for developing capacity for climate resilient road transport infrastructure

Vu pour être annexé à l'Arrêté Présidentiel n°15/01 du 8/8/2016 portant ratification de l'Accord de don signé à Kigali, au Rwanda le 11 avril 2016, entre la République du Rwanda et le Fonds Nordique de Développement (NDF), relatif au don de quatre millions quatre cent mille Euros (4.400.000 EUR) pour le développement des capacités en vue de la résilience climatique des infrastructures de transport routier

Official Gazette n° 33 of 15/08/2016

Kigali, ku wa **8/8/2016**

Kigali, on **8/8/2016**

Kigali, le **8/8/2016**

(sé)
KAGAME Paul
Perezida wa Repbulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Minisitiri w'Intebe

(sé)
MUREKEZI Anastase
Prime Minister

(sé)
MUREKEZI Anastase
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°16/01 RYO
KU WA 8/8/2016 RISHYIRAHU
AMATEGEKO NGENGAMIKORERE
Y'URWEGO RW'IGIHUGU
RUSHINZWE INTWARI Z'IGIHUGU,
IMIDARI N'IMPETA BY'ISHIMWE

PRESIDENTIAL ORDER N°16/01 OF
8/8/2016 ESTABLISHING INTERNAL
RULES AND REGULATIONS OF THE
CHANCELLERY FOR HEROES,
NATIONAL ORDERS AND
DECORATIONS OF HONOUR

ARRETE PRESIDENTIEL N°16/01 DU
8/8/2016 PORTANT REGLEMENT
D'ORDRE INTERIEUR DE LA
CHANCELLERIE DES HEROS, DES
ORDRES NATIONAUX ET DES
DECORATIONS HONORIFIQUES

ISHAKIRO

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ITEKA RYA PEREZIDA N°16/01 RYO KU WA 8/8/2016 RISHYIRAHU AMATEGEKO NGENGAMIKORERE Y'URWEGO RW'IGIHUGU RUSHINZWE INTWARI Z'IGIHUGU, IMIDARI N'IMPETA BY'ISHIMWE

PRESIDENTIAL ORDER N°16/01 OF 8/8/2016 ESTABLISHING INTERNAL RULES AND REGULATIONS OF THE CHANCELLERY FOR HEROES, NATIONAL ORDERS AND DECORATIONS OF HONOUR

ARRETE PRESIDENTIEL N°16/01 DU 8/8/2016 PORTANT REGLEMENT D'ORDRE INTERIEUR DE LA CHANCELLERIE DES HEROS, DES ORDRES NATIONAUX ET DES DECORATIONS HONORIFIQUES

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République ;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo ku wa 4 Kanama 2003 nk'uko ryavuguruwe kugeza ubu cyane cyane mu ngingo zaryo iya 120, iya 121 n'ya 201;

Pursuant to the Constitution of the Republic of Rwanda of 04 June 2003 as amended to date, especially in Articles 120, 121 and 201;

Vu la Constitution de la République du Rwanda du 4 juin 2003 telle que révisée à ce jour, spécialement en son article 120,121 et 201 ;

Dushingiye ku Itegeko n° 13 bis/2009 ryo ku wa 16/06/2009 rigena inshingano, imiterere n'imikorere by'Urwego rw'Igihugu rushinzwe Intwari z'Igihugu, Imidari n'Impeta by'Ishimwe, cyane cyane mu ngingo yaryo ya 11 igika cya gatatu;

Pursuant to Law n° 13 bis/2009 of 16/06/2009 determining the responsibilities, structure and functioning of the Chancellery for Heroes, National Orders and Decorations of Honor, especially in its Article 11;

Vu la Loi n° 13 bis/2009 du 16/06/2009 portant attributions, structure et fonctionnement de la Chancellerie des Héros, des Ordres Nationaux et des Décorations honorifiques, spécialement en son article 11;

Bisabwe na Minisitiri wa Siporo n'Umuco;

Upon request by the Minister of Sports and Culture;

Sur proposition du Ministre des Sports et de la Culture ;

Inama y'Abaminisitiri yateranye ku wa 25/06/2015 imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet meeting, in its session of 25/06/2015;

Après examen et adoption par le Conseil des Ministres, en sa séance du 25/06/2015;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND HEREBY ORDER:

AVONS ARRETE ET ARRETONS:

UMUTWE WA MBERE: INGINGO RUSANGE

Ingingo ya mbere: Icyo iri teka rigamije

Iri teka rigena amategeko Ngengamikorere y'Urwego rw'Igihugu rushinzwe Intwari z'Igihugu, Imidari n'Impeta by'Ishimwe, rwitwa "Urwego" muri iri teka.

UMUTWE WA II: INTEKO Y'URWEGO

Iciviro cya mbere: Inama z'Inteko y'Urwego

Ingingo ya 2: Uko inama z'Inteko zitumizwa

Inama y'Inteko y'Urwego itumizwa n'Umukuru w'Urwego akoresheje ibaruwa yoherezwa abagize Inteko nibura iminsi cumi n'itanu (15) y'akazi mbere y'uko inama iterana. Mu gihe Umukuru w'Urwego adahari, Uwungirije Umukuru w'Urwego niwe utumiza inama y'Inteko y'Urwego.

Mu gihe Umukuru w'Urwego n'Uwungirije badahari bombi, Umukuru mu myaka mu bagize Inteko y'Urwego atumiza inama y'Inteko ikitoramo ababasimbura by'agateganyo. Ibaruwa itumira igomba kuba igaragaza ingingo zigize umurongo w'ibyigwa.

CHAPTER ONE: GENERAL PROVISION

Article One: Purpose of this Order

This Order establishes internal rules and regulations of the Chancellery for Heroes, National Orders and Decorations of Honor, referred to as "the Chancellery" in this Order.

CHAPTER II: COUNCIL OF THE CHANCELLERY

Section One: Meetings of the Council of the Chancellery

Article 2: Procedures for convening meetings of the Council

The meeting of the Council of the Chancellery shall be convened by the Chancellor by submitting an invitation letter to each member of the Council at least fifteen (15) working days before the meeting is held. In absence of the Chancellor, the Vice Chancellor shall convene the meeting of the Council.

In absence of both the Chancellor and the Vice Chancellor, the most senior member shall convene the meeting of the Council of the Chancellery to elect among themselves the acting Chancellery and the Vice Chancellery. The invitation letter shall include the agenda of the meeting.

CHAPITRE PREMIER: DISPOSITION GENERALE

Article premier: Objet du présent arrêté

Le présent arrêté détermine le Règlement d'ordre intérieur de la Chancellerie des Héros, des Ordres Nationaux et des Décorations honorifiques, appelée communément "Chancellerie".

CHAPITRE II: CONSEIL DE LA CHANCELLERIE

Section première: Réunions du Conseil de la Chancellerie

Article 2: Convocation des réunions du Conseil

La réunion du Conseil de la Chancellerie est convoquée par le Chancelier dans une lettre envoyée aux membres du Conseil au moins 15 jours ouvrables avant leur tenue. Elle est convoquée par le Vice-Chancelier lorsque le Chancelier est absent ou empêché.

En cas d'absence ou d'empêchement simultané du Chancelier et du Vice-Chancelier, le doyen des membres du Conseil convoque la réunion du Conseil de la Chancellerie qui élit en son sein leurs remplaçants temporaires. Dans la lettre d'invitation sont prévus les points à l'ordre du jour.

Ingingo ya 3: Inama idasanzwe y'Inteko y'Urwego

Umukuru w'Inteko ashobora gutumiza Inteko y'Urwego mu nama idasanzwe akoresheje ibaruwa cyangwa ubundi buryo bwose bw'itangazamakuru n'itumanaho nibura iminsi itanu (5) mbere yuko inama iterana.

Ibaruwa itumira igomba kugaragaza ingingo zigomba gusuzumwa n'impamvu zituma inama yihutirwa.

Inama idasanzwe yiga gusa ku ngingo ziri kuri gahunda.

Ingingo ya 4: Iterana ry'Inama y'Inteko y'Urwego

Bitabangamiye ibiteganywa n'Itegeko n° 13 bis/2009 ryo ku wa 16/06/2009 rigena inshingano, imiterere n'imikorere by'Urwego rw'Igihugu Rushinzwe Intwari z'Igihugu, Imidari n'Impeta by'ishimwe, iyo umwe mu bagize Inteko atabonetse mu nama agomba kubimenyesha umukuru w'Inteko cyangwa umwungirije mbere y'uko inama iterana.

Iyo umwe mu bagize Inteko atashoboye kubimenyesha Umukuru w'Inteko cyangwa umwungirije kubera impamvu yihutirwa cyangwa itunguranye, yihutira kubibwira ubunyamabanga nshingwabikorwa bw'Urwego.

Article 3: Extraordinary meeting of the Council of the Chancellery

The Chancellor may convene an extraordinary meeting of the Council of the Chancellery by use of a letter or through any other means of information and communication at least five (5) days before the meeting is held.

The invitation shall indicate the agenda and the justification for the urgency of the meeting.

The extraordinary meeting shall examine only items on the agenda.

Article 4: Holding the meetings of the Council of the Chancellery

Without prejudice to provisions of the Law n° 13 bis/2009 of 16/06/2009 determining the responsibilities, structure and functioning of the Chancellery for Heroes, National orders and Decorations of Honor, in case of absence of one of the members of the Council in a meeting, he/she shall notify the Chancellor or the Vice chancellor of the reasons for absence before the meeting is held.

If a member fails to notify the Chancellor or the Vice Chancellor due to urgent or unforeseen reason, he/she shall immediately inform the Executive Secretariat of the Chancellery.

Article 3: Réunion extraordinaire du Conseil de la Chancellerie

Le Chancelier peut, par lettre ou par tout autre moyen d'information et de communication, convoquer le Conseil de la Chancellerie en réunion extraordinaire au moins 5 jours avant la tenue de la réunion.

La convocation contient l'ordre du jour précis et les raisons de l'urgence qui ont motivé la convocation d'une telle réunion.

La réunion extraordinaire examine seulement les points à l'ordre du jour.

Article 4: Tenue de la réunion du Conseil de la Chancellerie

Sans préjudice des dispositions de la Loi n° 13 bis/2009 du 16/06/2009 portant attributions, structure et fonctionnement de la Chancellerie des Héros, des Ordres Nationaux et des Décorations honorifiques, si l'un des membres du Conseil est empêché à la réunion, il doit aviser le Chancelier ou le Vice-Chancelier avant la tenue de la réunion.

Si l'un des membres du Conseil n'a pas pu aviser le Chancelier ou le Vice-Chancelier pour des motifs urgents et imprévus, il en informe le Secrétariat Exécutif.

Ibivugwa mu gika kibanziriza iki ntibireba umwe mu bagize Inteko uri mu butumwa bw'akazi yashinzwe n'Inteko.

Ingingo ya 5: Umwanditsi w'inama

Umunyamabanga Nshingwabikorwa niwe mwanditsi w'inama z'Inteko y'Urwego. Iyo Umunyamabanga Nshingwabikorwa w'Urwego adahari, agena umusigariraho akaba ariwe uba umwanditsi w'inama.

Iyo Umunyamabanga Nshingwabikorwa atagenye umusigariraho, Inteko y'Urwego ishobora kugena undi uba umwanditsi.

Iciviro cya: 2 Imigendekere y'inama y'abagize Inteko y'Urwego

Ingingo ya 6: Aho Inteko y'Urwego iteranira

Inama y' Inteko y'Urwego iteranira ku kicaro cy' Urwego ku muni n'amasaha bivugwa mu ibaruwa y'ubutumire.

Icyakora, iyo bibaye ngombwa, Inama y'Inteko y'Urwego ishobora guteranira ahandi iyo byemejwe n' abagize Inteko.

Provisions of the preceding paragraph do not apply to a member of the Council who is in official mission assigned to him/her by the Council.

Article 5: Rapporteur of the meeting

The Executive Secretary shall be the rapporteur of the meetings of the Council of the Chancellery. In absence of the Executive Secretary of the chancellery, he/she shall appoint a substitute to act as the rapporteur of the meeting.

If the Executive Secretary does not appoint a substitute, the Council of the Chancellery may appoint another person to act as a rapporteur.

Section 2: Proceedings of the meeting of the Council of the Chancellery

Article 6: Venue of the meeting of the Council of the Chancellery

The meeting of Council of the Chancellery shall take place at the headquarters of the Chancellery on a date and time specified in the invitation letter.

However, if considered necessary, the meeting of the Council of the Chancellery may be held elsewhere upon approval by members of the Council.

Les dispositions de l'alinéa précédent ne concernent pas un membre du Conseil en mission officielle lui confiée par le Conseil.

Article 5: Secrétaire de la réunion

Le Secrétaire Exécutif est le rapporteur des réunions du Conseil de la Chancellerie. En cas d'absence du Secrétaire exécutif de la chancellerie, il désigne un suppléant qui doit agir en tant que rapporteur.

Lorsque le Secrétaire Exécutif n'a pas désigné son suppléant, le Conseil peut désigner quelqu'un d'autre comme rapporteur de la réunion.

Section 2: Déroulement de la réunion du Conseil de la Chancellerie

Article 6: Lieu de tenue de la réunion du Conseil de la Chancellerie

La réunion du Conseil de la Chancellerie se tient au siège de la Chancellerie, au jour et à l'heure prévue dans la lettre d'invitation.

Toutefois, le Conseil de la Chancellerie peut en cas de besoin, se réunir dans un autre endroit après approbation par les membres du Conseil.

Ingingo ya 7: Ishyirwa mu bikorwa ry'ibyemezo by'inama y'Inteko y'Urwego

Ibyemezo byafashwe n'Inteko y'Urwego bigomba gushyirwa mu bikorwa n'Umunyamabanga Nshingwabikorwa w'Urwego mu gihe cyagenwe.

Iyo nta gihe ntarengwa cyagenwe, Umunyamabanga Nshingwabikorwa w'Urwego ni we ugomba gushyira mu bikorwa icyemezo cyafashwe.

Iyo ibyemezo bidashyizwe mu bikorwa, Umunyamabanga Nshingwabikorwa w'Urwego asobanurira abagize inama y'Inteko y'Urwego impamvu zatumye ibyemezo bidashyirwa mu bikorwa.

Ingingo ya 8: Gukorera mu matsinda

Inteko y'Urwego ishobora kwiremamo amatsinda iyo bibaye ngombwa kandi hakurikijwe inshingano zarwo.

Abagize itsinda n'umuyobozi waryo bemezwa n'Inteko bisabwe n'Umukuru w'Urwego, hagaragajwe ibyo itsinda rigomba gusuzuma.

Buri nama y'itsinda ikorerwa inyandikomvugo ishyikirizwa Umukuru w'Urwego nawe akayigeza ku bagize Inteko y'Urwego

Article 7: Implementation of the decisions of the Council of the Chancellery

Decisions taken by the Council of the Chancellery shall be implemented by the Executive Secretary in the specified period.

If there is no time limit, the Executive Secretary of Chancellery shall implement the decision.

In case of non-implementation of the decisions, the Executive Secretary shall explain reasons to the Council members of the Chancellery for failure to implement the decisions.

Article 8: Working in groups

If necessary, the Council of the Chancellery may divide itself into groups, considering its responsibilities.

Group members and their leader shall be approved by the Council upon proposal by the Chancellor, after determining the duties assigned to the group.

A report shall be made on each group meeting and it shall be submitted to the Chancellor, who in turn presents it to the Council of the Chancellery.

Article 7: Exécution des résolutions du Conseil de la Chancellerie

Les résolutions prises par le Conseil de la Chancellerie doivent être mises en œuvre par le Secrétaire Exécutif dans un délai désigné.

Quand il n'y a pas de délai préétabli, le Secrétaire Exécutif de Chancellerie doit exécuter la résolution qui a été prise.

Lorsque les résolutions de la réunion du Conseil de la Chancellerie ne sont pas exécutées, le Secrétaire Exécutif de Chancellerie explique aux membres du Conseil les motifs de la non exécution des résolutions.

Article 8: Travaux en groupes

Le Conseil de la Chancellerie peut se subdiviser en groupes en cas de besoin, compte tenu de ses attributions.

Les membres de groupe et leur chef sont approuvés par le Conseil sur proposition du Chancelier, après avoir déterminé les tâches assignées au groupe.

Chaque réunion de groupe fait l'objet d'un procès-verbal qui est soumis au Chancelier, qui à son tour le soumet au Conseil de la Chancellerie.

UMUTWE WA III: IMICUNGIRE Y'IMARI Y'URWEGO

Ingingo ya 9: Raporo y'igihembwe ku mikoreshereze y'ingengo y'imari

Umunyamabanga Nshingwabikorwa w'Urwego ageza buri gihembwe, ku nteko y'Urwego raporo y'uko ingengo y'imari yakoreshejwe na raporo y'ibikorwa.

Ingingo ya 10: Raporo y'umwaka ku ikoresha ry'ingengo y'imari

Mu gihembwe cya mbere gukurikira isoza ry'umwaka w'ibaramari, Umunyamabanga Nshingwabikorwa w'Urwego ageza ku Nteko y'Urwego ifoto y'umutungo yometseho raporo y'abagenzuzi.

Ingingo ya 11: Uburyo bwo kwishyura

Amafaranga Urwego rwishyuye yose agomba kunyuzwa muri banki. Kugira ngo bigire agaciro, buri bwishyu bunyujijwe muri banki, bugomba kujyaho imikono igaragara y'abayobozi babifitiye ububasha hakurikijwe amategeko abigenga.

Ingingo ya 12: Inyandiko zitumiza ibintu

Kugira ngo impapuro zo gutumiza ibintu zigire agaciro, zigomba kuba ziriho :

- 1° Umukono w'Umunyamabanga Nshingwabikorwa w'Urwego;

CHAPTER III: MANAGEMENT OF FINANCES OF THE CHANCELLERY

Article 9: Budget quarterly report

The Executive Secretary of the Chancellery shall submit every quarter to the Council of the Chancellery, the activity and the financial reports.

Article 10: Annual financial report

The Executive Secretary of the Chancellery shall, in the first quarter following the end of the financial year, submit to the Council of the Chancellery the financial statements with the auditors' report annexed thereto.

Article 11: Means of payment

Every payment of the Chancellery shall be effected in the Bank. For purposes of its validity, every payment carried out through the bank shall have different signatures of competent authorities in compliance with relevant laws.

Article 12: Purchasing orders

For purposes of its validity, any purchase order shall bear:

- 1° a signature of the Executive Secretary of the Chancellery; and

CHAPITRE III: GESTION DES FINANCES DE LA CHANCELLERIE

Article 9: Rapport trimestriel de l'utilisation du budget

Le Secrétaire Exécutif de la Chancellerie soumet chaque trimestre au conseil de la Chancellerie le rapport financier et le rapport d'activités.

Article 10: Rapport annuel de l'exercice comptable

Dans le premier trimestre qui suit la fin de l'exercice comptable, le Secrétaire Exécutif de la Chancellerie soumet au Conseil de la Chancellerie le bilan des finances avec le rapport des auditeurs en annexe.

Article 11: Procédure de paiement

Les paiements effectués par la Chancellerie doivent passer par des banques. Pour être valide, chaque paiement effectué à travers une banque doit porter une signature des autorités compétentes, en conformité avec les lois en la matière.

Article 12: Bons de commande

Pour être valides, les bons de commande doivent porter :

- 1° la signature du Secrétaire Exécutif de la Chancellerie ;

2° Umukono w'Umuyobozi w'Ishami ry'Ubutegetsi n'Imari cyangwa umukozi wabiherewe ububasha.

2° a signature of the Director of Administration and Finance or the signature of any other authorized staff.

2° la signature du Directeur Administratif et Financier ou un agent autorisé.

Ingingo ya 13: Inyemezabuguzi

Inyemezabuguzi yose igomba kwishyurwa, igomba kuba iherekejwe n'inyandiko z'umwimerere zitumiza ibintu n'izibyohereza, cyangwa se izemeza ko bigomba gusanwa kandi zikabanza gushyirwaho umukono n'umucungamari cyangwa ushinzwe kubika ibikoresho kugira ngo hemezwe ko ibikoresho byatanzwe kandi byanakiriwe mu bubiko.

Article 13: Invoices

Any invoice to be paid shall be accompanied by the original purchase and suppliers' orders or repair orders and they shall be signed by the accountant or the logistics officer to certify that goods were delivered and stocked.

Article 13: Factures

Les factures à payer doivent être accompagnées des originaux des bons de commande et de bons de livraison ou de bons de réparation qui doivent être contresignés par le comptable ou la personne chargée de la logistique en vue de confirmer la livraison et le dépôt des produits.

UMUTWE WA IV: UBUYOBOZI BW'URWEGO

CHAPTER IV: THE CHANCELLERY ADMINISTRATION

CHAPITRE IV: ADMINISTRATION DE LA CHANCELLERIE

Ingingo ya 14: Gusimbura Umunyamabanga Nshingwabikorwa

Article 14: Replacement of the Executive Secretary

Article 14: Remplacement du Secrétaire exécutif

Iyo Umunyamabanga Nshingwabikorwa adahari asimburwa n'Umuyobozi w'Ishami rishinzwe Ubushakashatsi.

In absence of Executive Secretary, he/she shall be replaced by the Director of research unit.

En cas d'absence du Secrétaire exécutif, il doit être remplacé par le Directeur de l'unité de recherche.

Iyo Umuyobozi w'Ishami rishinzwe Ubushakashatsi adahari, Umunyamabanga Nshingwabikorwa asimburwa n'Umuyobozi w'Ishami ry'Ubutegetsi n'Imari.

In absence of the Director of research unit, the Executive Secretary shall be replaced by the Director of Administration and Finance.

En cas d'absence du directeur de recherche, il est remplacé par le directeur de l'Administration et des Finances.

Iyo Umuyobozi w'Ishami rishinzwe Ubushakashatsi n'Umuyobozi w'Ishami ry'Ubutegetsi n'Imari badahari, Umunyamabanga Nshingwabikorwa

In absence of both the Director of research unit and the Director of Administration and Finance, the Executive Secretary shall designate any other employee to replace

En cas d'absence à la fois de Directeur de l'unité de recherche et de directeur de l'Administration et des Finances, le Secrétaire Exécutif peut désigner tout autre personnel

ashobora kugena undi mukozi umusimbura.

him/her.

pour le remplacer.

Ingingo ya 15: Imiyoborere y'imirimu

Ingingo ya 15: Conducting the services

Article 15: Direction des services

Abayobozi b'Amashami bashinzwe Imigendekere myiza y'imirimu bakuriye.

The Directors of Units shall be responsible for efficiency and effectiveness of the departments under their supervision.

Les Chefs d'Unités sont chargés du bon déroulement des activités dont ils ont la supervision.

Mu bikorwa by'amashami bakuriye bagomba buri gihe kwibwiriza badategereje amabwiriza aturutse ku nzego zibakuriye.

In their departmental activities, the Directors of Units shall always be required to take initiative and not wait to receive instructions from their superiors.

Ils doivent toujours faire preuve d'initiative sans attendre les instructions de leurs supérieurs.

Abayobozi b'Amashami bakora raporo y'ibikorwa n'iy'imigendekere y'akazi bakayohereza Umunyamabanga Nshingwabikorwa w'Urwego.

The Directors of Units shall prepare activity and performance reports and submit them to the Executive Secretary of the Chancellery.

Les Chefs d'Unités préparent les rapports d'activités et de performance et les transmettent au Secrétaire Exécutif de la Chancellerie.

Abayobozi bavugwa mu gika kibanziriza iki bashinzwe kubika inyandiko zose zo mu rwego rw'imirimu bakoramo.

Directors referred to in the preceding paragraph shall be responsible for custody of all documents of their departments.

Ceux qui sont concernés par l'alinéa précédent sont responsables de tous les documents en rapport avec le service dont ils sont chargés.

Ingingo ya 16: Inama y'ubuyobozi

Article 16: Management meeting

Article 16: Réunion de gestion

Buri cyumweru haba inama y'ubuyobozi ihuza Umunyamabanga Nshingwabikorwa w'Urwego, Abayobozi b'Amashami, n'undi mukozi uri kuri urwo rwego.

There shall be a management meeting every week. The meeting shall be attended by the Executive Secretary of the Chancellery, Directors of Units and other concerned staff on the same level.

Une réunion de gestion a lieu chaque semaine, réunissant le Secrétaire Exécutif de la Chancellerie, les Directeurs des unités et d'autres agents concernés.

Inama y'ubuyobozi ishobora no guterana igihe cyose bibaye ngombwa.

The management meeting may be convened at any time if necessary.

La réunion de gestion peut également se tenir chaque fois que de besoin.

Inama ishobora kandi gutumirwamo undi mukozi wese mu gihe bibaye ngombwa.

Any other employee may also be invited to attend the meeting if considered necessary.

La réunion peut aussi inviter en ses séances tout autre agent en cas de besoin.

Iyo nama ireba imigendekere y'akazi y'icyumweru kirangiye, ikanategura imigendekere y'akazi y'icyumweru gitangiye.

Ingingo ya 17: Inama rusange y'abakozi

Habaho inama ihuza abakozi bose b'Urwego iterana nibura rimwe mu kwezi.

Icyakora, inama idasanzwe y'abakozi bose b'Urwego ishobora guterana igihe icyo aricyo cyose mu gihe bibaye ngombwa.

UMUTWE WA V: ABAKOZI

Iciviro cya mbere: Ishyirwaho ry'abakozi

Ingingo ya 18: Abakozi bagengwa n'amasezerano

Bitabangamiye ibiteganywa n'Itegeko n° 86/2013 ryo ku wa 11/09/2013 rishyiraho sitati rusange igenga abakozi ba Leta, Urwego rushobora gushyiraho abakozi b'igihe gito, mu gihe habayeho imirimo yihutirwa, bagengwa n'amasezerano hakurijwe ibiteganywa n'amategeko abigenga.

Ingingo ya 19: Ibaruwa ishyira umukozi mu mwanya

Umukozi wese uhawe akazi ashikirizwa ibaruwa imushyira mu mwanya isinywe n'

The meeting shall examine the work performance in the previous week and shall prepare strategies for the present week.

Article 17: General staff meeting

There shall be a general meeting of all members of staff of the Chancellery at least once a month.

However, an extraordinary meeting of all members of staff of the Chancellery may be held at any time if considered necessary.

CHAPTER V: STAFF

Section One: Appointment of staff

Article 18: Contractual staff

Without prejudice to provisions of the Law n° 86/2013 of 11/09/2013 establishing the general statutes for public service, the Chancellery may appoint short term contractual staff in case of urgent duties, in accordance with relevant laws.

Article 19: Appointment letter

Every staff of the Chancellery recruited shall be entitled to a letter of appointment signed by

Cette réunion examine la performance du travail de la semaine écoulée et prépare des stratégies pour la semaine qui vient.

Article 17: Réunion générale du personnel

Il est prévu une réunion réunissant tout le personnel de la Chancellerie au moins une fois par mois.

Cependant, une réunion extraordinaire de tout le personnel de la Chancellerie peut avoir lieu chaque fois que de besoin.

CHAPITRE V: PERSONNEL

Section première: Affectation des employés

Article 18: Employés contractuels

Sans préjudice des dispositions de la Loi n° 86/2013 du 11/09/2013 portant Statut Général de la Fonction Publique, la Chancellerie peut affecter en cas d'urgence, des employés régis par le contrat de travail de courte durée conformément aux dispositions en la matière.

Article 19: Lettre d'affectation

Chaque employé nouvellement engagé reçoit une lettre d'affectation signée par le

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Umunyamabanga Nshingwabikorwa w'Urwego kandi ikagaragaza umurimo azakora n'inshingano ze.

the Executive Secretary and specifying his/her duties and responsibilities.

Secrétaire Exécutif de la Chancellerie, mentionnant son poste et ses attributions.

Ingingo ya 20: Gusimbura by'agateganyo ku mwanya utarimo umukozi

Article 20: Temporary replacement of an employee

Article 20: Remplacement provisoire d'un employé

Iyo umwanya utarimo umukozi, Umunyamabanga Nshingwabikorwa w'Urwego aha by'agateganyo, undi mukozi inshingano z'udahari.

If a post is vacant, the Executive Secretary of the Chancellery shall entrust temporarily the duties to another employee of the Chancellery.

S'il y a un poste vacant, le Secrétaire Exécutif de la Chancellerie confie provisoirement ses attributions à un autre employé de la Chancellerie.

Umunyamabanga Nshingwabikorwa agomba, mu gihe ashira by'agateganyo umukozi ku mwanya usumba uwo yariho, gukurikiza ibi bikurikira:

The Executive Secretary shall, while temporarily appointing an employee to a higher post, respect the following conditions:

Le Secrétaire Exécutif doit, lorsqu'il affecte provisoirement un employé à un poste supérieur, respecter ce qui suit:

- 1° kuba umukozi ari umwe mu bakozi b'Urwego bahoraho;
- 2° kuba umukozi yarabonye amanota ari hejuru ya 80% mu itangwa ry'amanota mu mwaka uheruka;
- 3° kuba umukozi atarigeze ahabwa igihano kiri hejuru yo kugawa mu gihe cy'imyaka itatu (3) ishize kuva igihe ashiriwe mu mwanya;
- 4° kuba yaragaragaje ubushobozi busabwa kugira ngo ahabwe uwo mwanya.

- 1° the employee must be a permanent member of staff in the Chancellery;
- 2° the employee must have scored more than 80% of annual evaluation of the previous year;
- 3° the employee must not have been subjected to a sanction superior to official blaming during the previous three (3) years;
- 4° the employee must possess the required capacities to occupy the position.

- 1° être un employé permanent de la Chancellerie;
- 2° avoir obtenu au moins 80% dans l'évaluation annuelle de l'année précédente ;
- 3° n'avoir jamais été l'objet d'une sanction supérieure au blâme dans les trois (3) dernières années;
- 4° avoir les capacités requises pour le poste.

Icyiciro cya 2: Kubahiriza akazi n'imyitwarire ku murimo

Section 2: Diligence and discipline at work

Section 2 : Diligence et discipline au travail

Ingingo ya 21: Ingengabihe y'akazi

Article 21: Work schedule

Article 21: Horaire de travail

Umukozi wese w'Urwego agomba kubahiriza ingengabihe y'akazi igenga abakozi ba Leta.

Every employee of the Chancellery shall be governed by public service work schedule.

Chaque employé de la Chancellerie doit respecter l'horaire des services publics.

Umukozi wese w'Urwego ashobora gukorera ahandi hemewe kandi afite impamvu zizwi kandi zemewe n'umukuriye.

Every employee of the Chancellery may work at any other place but with proven grounds recognized by his/her superior.

Tout employé de la Chancellerie peut travailler en tout autre lieu mais avec motifs reconnus par son supérieur.

Nta mukozi wemerewe kuva mu kazi atabihereye uruhushya n'umukuriye.

No employee is allowed to leave office without permission from his/her supervisor.

Aucun employé n'est autorisé à quitter son bureau sans autorisation de son supérieur.

Ingingo ya 22: Gukererwa no gusiba akazi

Article 22: Lateness and absence from duty

Article 22: Retard et absence au travail

Umukozi wese ukererewe cyangwa usibye mu kazi kubera impamvu zitunguranye agomba kubimenyesha umukuriye mu kazi n'ushinzwe abakozi mu rwego.

Every employee who is late and absent from work due to unexpected circumstances shall inform the supervisor and the officer in charge of human resources in the Chancellery.

Tout employé qui, pour des raisons indépendantes de sa volonté, arrive au travail en retard ou s'absente doit informer son supérieur et le responsable du personnel de la Chancellerie.

Ingingo ya 23: Imyitwarire y'umukozi

Article 23: Behaviour of an employee

Article 23 : Conduite de l'employé

Umukozi wese w'Urwego agomba gukora inshingano ze n'umurava, ubupfura no kutabogama. Umukozi wese kandi akurikiza amabwiriza y'akazi bamuhaye, kandi akageza ku bamukuriye raporo y'imigendekere y'akazi ashinzwe.

Every employee of the Chancellery is required to perform his/her duties with dedication, integrity and fairness. Every employee shall also respect work instructions and submit a report on performance of the duties assigned to him/her.

Chaque employé de la Chancellerie doit être caractérisé par le dévouement, l'intégrité et l'équité au service. Il doit respecter les instructions reçues et doit rédiger les rapports de son travail.

Umukozi wese w'Urwego agomba kandi guharanira gukorera hamwe, kubaha abandi kandi akubaha n'akazi kabo. Umukozi agomba kurangwa n'urugwiro igihe yakira abamugana.

Ingingo ya 24: Ibanga ry'akazi

Umukozi wese w'Urwego abujijwe kumena amabanga y'akazi. Amabanga y'akazi bivuga ibikorwa, amakuru cyangwa inyandiko zitaratangizwa rubanda umukozi ashobora kuba yamenya mu gihe ari mu kazi ke. Agomba kandi kugira ibanga ry'akazi no mu gihe aba atakiri ku kazi k'Urwego

Ingingo ya 25: Umutungo w'ikigo

Umukozi wese w'Urwego agomba gufata ingamba zose ziboneye kugira ngo ibikoresho byose yahawe ngo akore akazi ke bifatwe neza.

Igihe hari ibikoresho bibuze cyangwa se ibyononekaye bimumurutseho, umukozi agomba kubiriha. Iyo mukozi avuye ku kazi burundu agomba gusubiza ibikoresho n'inyandiko by'Urwego.

Ingingo ya 26: Kwirinda ivangura

Umukozi wese w'Urwego agomba kwirinda ivangura iryo ari ryo ryose.

Every employee is required to work with team spirit, demonstrate respect for others and their duties. He/she shall be characterized by courtesy while receiving his/her clients.

Article 24: Confidentiality

Every employee of the Chancellery is prohibited from disclosing professional secrets. Professional secrets mean actions, information or documents which are not yet declared by relevant authorities and to which an employee may have access on course of duty. He/she shall also be required to respect professional secrecy even when he/she is out of service of the Chancellery.

Article 25: Property of the Chancellery

Every employee of the Chancellery shall take all appropriate precautions to preserve all the property he/she was given in order to perform his/her duties.

In case of loss or damage of any property, the employee shall be liable for it. In case an employee definitively leaves office, he/she shall be obliged to return any property and documents of the Chancellery.

Article 26: Avoidance of segregation

Every employee of the Chancellery must avoid any form of discrimination.

Chaque employé de la Chancellerie est également tenu de travailler avec l'esprit d'équipe, respect des autres et de leur travail. Il doit être respectueux envers son client.

Article 24: Secret professionnel

Chaque employé de la Chancellerie est interdit de divulguer des secrets professionnels. Les secrets professionnels s'entendent comme étant des actions, des informations et des documents qui ne sont pas encore révélés au public par les autorités compétentes et qu'un employé peut accéder suite à ses responsabilités. Il doit également être tenu au secret professionnel, même quand il est hors service de la Chancellerie.

Article 25: Patrimoine de l'institution

Chaque employé de la Chancellerie doit prendre toutes les précautions nécessaires pour préserver le matériel de la Chancellerie qu'il a reçu afin de remplir ses fonctions.

En cas de perte ou de détérioration d'un matériel de sa part, il est tenu responsable. Dans le cas où un employé quitte définitivement ses fonctions, il est obligé de restituer tous le matériel et documents de la Chancellerie

Article 26: Eviter la discrimination

Tout employé de la Chancellerie doit éviter toute forme de discrimination.

Ingingo ya 27: Amakosa n'ibihano

Amakosa n'ibihano mu Rwego bigengwa n'iteka rya Perezida n° 65/01 ryo ku wa 4/03/2014 rigena uburyo bwo gutanga ibihano ku bakozi ba Leta bakoze amakosa mu kazi.

Iciviro cya 3: Imishahara

Ingingo ya 28: Igenwa ry'umushahara

Uburyo imishahara y'abakozi b'Urwego iteye bigenwa hakurikijwe ibyo amategeko rusange agenga abakozi ba Leta ateganya.

Ubwishyu bw'umushahara bwemezwa n'inyandiko yateguwe n'umukoresha. Iyo nyandiko ibikwa n'umukoresha ku cyicaro cy'urwego kimwe n'inyandiko z'ibaturamari.

Iciviro cya 4: Ikiruhuko cy'umwaka

Ingingo ya 29: Gusaba Ikiruhuko cy'umwaka

Bitabangamiye ibiteganywa n'Itegeko n° 86/2013 ryo ku wa 11/09/2013 rishyiraho Sitati Rusange igenga Abakozi ba Leta, umukozi wese afite uburenganzira bwo kujya mu kiruhuko cya buri mwaka, icy'uburwayi cyangwa icy'ingoboka.

Umukozi wese ukeneye ikiruhuko cya buri mwaka yuzuzwa ifishi ibigenewe hakurikijwe

Article 27: Faults and sanctions

The faults and sanctions in the Chancellery shall be governed by the Presidential Order n° 65/01 of 4/03/2014 determining modalities of imposing disciplinary sanctions to Public Servants.

Section 3: Salaries

Article 28: Determination of salaries

The salary structure of the Chancellery staff shall be determined in accordance with the relevant provisions of the General laws governing Public Service.

Salary payment shall be approved by a written document prepared by the employer. Such a document as well as the books of accounts shall be kept by the employer at the Chancellery head office.

Section 4: Annual leave

Article 29: Application for annual leave

Without prejudice to provisions of the Law n° 86/2013 of 11/09/2013 establishing the General Statutes for Public Service, every employee shall be entitled to an annual leave, sick leave or circumstantial leave.

Any employee who applies for annual leave shall be required to fill the appropriate form in

Article 27: Fautes et sanctions

Les fautes et sanctions dans la Chancellerie sont déterminées par Arrêté Présidentiel n° 65/01 du 4/03/2014 portant modalités d'application du régime disciplinaire aux agents de l'état

Section 3: Salaires

Article 28: Fixation des salaires

La structure salariale des employés de la Chancellerie est déterminée conformément aux dispositions générales régissant les agents de l'Etat.

Le paiement du salaire est confirmé par un document préparé par l'employeur. Ce document est gardé par l'employeur au siège de la Chancellerie ainsi que les documents comptables.

Section 4: Congé annuel

Article 29: Demande de congé annuel

Sans préjudice des dispositions de la Loi n° 86/2013 du 11/09/2013 portant Statut Général des Agents de l'Etat, l'employé a droit à un congé annuel, un congé de maladie ou un congé de circonstance.

Tout employé qui désire prendre son congé annuel remplit un formulaire prévu à cet

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gahunda y'ikiruhuko akayishyikiriza umukuriye mu kazi hasigaye nibura iminsi irindwi y'akazi ngo atangire ikiruhuko.

accordance with leave plan and submit it to his/her supervisor at least seven (7) working days before commencing the leave.

effet suivant le plan du congé qu'il remet à son supérieur hiérarchique au moins sept jours ouvrables avant le jour où il souhaite commencer son congé.

Umunyamabanga Nshingwabikorwa w'Urwego yaka ikiruhuko cy'umwaka ubuyobozi bubifitiye ububasha nibura iminsi cumi n'itanu mbere yo kujya mu kiruhuko.

The Executive Secretary of the Chancellery who intends to apply for annual leave shall submit the written request to the competent authority in a period of fifteen working (15) days before commencing the leave.

Le Secrétaire Exécutif de la Chancellerie doit remettre sa demande de congé annuel à l'autorité compétente au moins quinze jours ouvrables avant le jour où il souhaite commencer son congé.

Kubera inyungu z'akazi umukozi ashobora kutemererwa gufata ikiruhuko yasabye. Umukozi agomba gutangira ikiruhuko ari uko amaze kubyemererwa.

In the interest of work, an employee may not be granted the leave he/she applied for. An employee shall start leave only when he/she is allowed to take it.

Ce congé peut lui être refusé pour l'intérêt du service. L'employé commence son congé après avoir reçu l'accord.

Iyo bibaye ngombwa, umukozi uri mu kiruhuko cya buri mwaka ashobora kongera guhamagarwa gusubira ku kazi. Bikorwa mu nyandiko kandi iyo nyandiko igomba kugaragaza igihe azasubukurira ikiruhuko cye.

If considered necessary, an employee who is on annual leave may be called back to work. The notification to resume work shall be done in writing and it shall state the date on which the employee shall resume his/her leave.

En cas de nécessité, l'employé en congé annuel peut être rappelé au travail. Ceci se fait par une lettre écrite qui indique clairement le moment où l'employé rappelé récupère son congé.

Ingingo ya 30: Abemerewe gutanga ikiruhuko

Article 30: Authorities responsible for approval of the leave

Article 30: Autorités compétentes pour autoriser les congés

Umunyamabanga Nshingwabikorwa w'Urwego yohereza Minisitiri w'Intebe ubusabe bwe bwo guhabwa ikiruhuko nibura iminsi cumi n'itanu (15) mbere yuko ajya mu kiruhuko.

The Executive Secretary of the Chancellery shall address his/her leave application to the Prime Minister within fifteen (15) working days before commencing the leave.

La demande de congé du Secrétaire Exécutif de la Chancellerie est adressée au Premier Ministre endéans quinze jours ouvrables avant le jour où il souhaite commencer son congé.

Iyo Umunyamabanga Nshingwabikorwa amaze kwemererwa ikiruhuko agomba kugenera kopi y'uruhushya Minisitiri ufite umuco mu nshingano ze n'umukuru w'Urwego.

The Executive Secretary shall, if his/her leave is approved, provide a copy of the leave both to the Minister in charge of Culture and the Chancellor.

Après l'accord du Premier Ministre, le Secrétaire Exécutif fait une copie pour information au Ministre ayant la culture dans ses attributions et au Chancelier.

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Bitabangamiye ibiteganijwe mu ngingo ya 29 y'iri teka, ikiruhuko cy'umwaka ku bandi bakozi b'Urwego cyemezwa n'Umunyamabanga nshingwabikorwa w'Urwego.

Without prejudice to provisions of Article 29 of this Order, annual leave of other employees of the Chancellery shall be approved by the Executive Secretary of the Chancellery.

Sans préjudice des dispositions de l'article 29 du présent arrêté, les demandes de congé pour les autres employés de la Chancellerie doivent être approuvées par le Secrétaire Exécutif pour approbation.

Icyiciro cya 5: Isuzuma bushobozi ry'umukozi

Section 5: Staff evaluation

Section 5: Evaluation

Ingingo ya 31: Kwemeza raporo y'isuzuma bushobozi

Article 31: Approval of the Evaluation report

Article 31: Confirmation du rapport d'évaluation

Ukuriye umukozi mu kazi ku rwego rwa mbere niwe ukora izuzumabushobozi ry'umukozi w'Urwego ku rwego rwa mbere, rikemezwa n'umuyobozi ku rwego rwisumbuye.

The immediate supervisor of the employee shall evaluate an employee's performance at first level and the evaluation shall be approved by a superior authority at the second level.

L'évaluation de l'employé est faite par son supérieur direct et approuvée par son supérieur du second degré.

Mu rwego rwa mbere, gutanga amanota bikorwa mu nama hunguranwa ibitekerezo hagati y'ukuriye umukozi n'usuzumwa.

At first instance, evaluation shall be carried out through exchange of views between the supervisor and the employee.

Au premier degré, l'évaluation se fait par échange d'idées entre le supérieur direct et l'employé.

UMUTWE WA VI: INGINGO ZISOZA

CHAPTER VI: FINAL PROVISIONS

CHAPITRE VI: DISPOSITIONS FINALES

Ingingo ya 32: Abashinzwe kubahiriza iri teka

Article 32: Authorities responsible for the implementation of this order

Article 32: Autorités chargées de l'exécution du présent arrêté

Minisitiri w'Intebe na Minisitiri wa Siporo n'Umuco basabwe kubahiriza iri teka.

The Prime Minister and Minister of Sports and Culture are entrusted with the implementation of this Order.

Le Premier Ministre et le Ministre de Sports et de la Culture sont chargés de l'exécution du présent arrêté.

Ingingo ya 33: Ivanwaho ry'ingingo zinyuranyije n'iri teka

Article 33: Repealing provision

Article 33: Disposition abrogatoire

Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.

All prior provisions contrary to this order are hereby repealed.

Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.

Ingingo ya 34: Igihe iteka ritangira gukurikizwa

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

Kigali, ku wa **8/8/2016**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
MUREKEZI Anastase
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango
cya Repubulika:**

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

Article 34: Commencement

This order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on **8/8/2016**

(sé)
KAGAME Paul
President of the Republic

(sé)
MUREKEZI Anastase
Prime Minister

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 34: Entrée en vigueur

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

Kigali, le **8/8/2016**

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Premier Ministre

Vu et Scellé du Sceau de la République :

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

