

Ibirimo/Summary/Sommaire***page/urup.*****A. Amategeko - Teka/ Decrees- Laws /Décrets- Lois****N°001/2018/D.L ryo ku wa 06/09/2018**

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ISHAKIRO

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 92, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Tumaze gusuzuma Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 23 Nyakanga 2018, hagati ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni mirongo irindwi n'indwi n'ibihumbi magana cyenda na cumi na bitanu na magana atatu na mirongo inani

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We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 92, 120, 122, 167, 168 and 176;

After consideration of the Loan Agreement signed at Kigali, Rwanda, on 23 July 2018, between the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of seventy-seven million nine hundred and fifteen thousand three hundred and eighty-eight American Dollars (USD 77,915,388) for Huye-Kibeho-Munini road project;

DECRET-LOI N° 001/2018/D.L DU 06/09/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 23 JUILLET 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CHINE, RELATIF AU PRET DE SOIXANTE- DIX- SEPT MILLIONS NEUF CENT QUINZE MILLE TROIS CENT QUATRE-VINGT- HUIT DOLLARS AMERICAINS (77,915,388 USD) POUR LE PROJET DE ROUTE HUYE-KIBEHO-MUNINI

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 92, 120, 122, 167, 168 et 176;

Après examen de l'Accord de Prêt signé à Kigali, au Rwanda, le 23 juillet 2018, entre la République du Rwanda et la Banque d'Import-export de Chine, relatif au prêt de soixante-dix-sept millions neuf cent quinze mille trois cent quatre-vingt-huit Dollars Américains (77.915.388 USD) pour le projet de route Huye-Kibeho-Munini;

n'umunani by'Amadolari y'Abanyamerika (77.915.388 USD) agenewe umushinga w'umuhanda Huye-Kibeho-Munini;

Inama y'Abaminisitiri yateranye ku wa 08/08/2018 imaze kubisuzuma no kubyemeza;

**DUSHYIZEHO
RIKURIKIRA:**

ITEGEKO-TEKA

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 23 Nyakanga 2018, hagati ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni mirongo irindwi n'indwi n'ibihumbi magana cyenda na cumi na bitanu na magana atatu na mirongo inani n'umunani z'amadolari y'Abanyamerika (77.915.388 USD) agenewe umushinga w'umuhanda Huye-Kibeho-Munini, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Igihe iri tegeko-teka ritangira gukurikizwa

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

Kigali, ku wa . **06/09/2018**

After consideration and approval by the Cabinet, in its session of 08/08/2018;

**DO PROMULGATE THE FOLLOWING
DECREE-LAW:**

Article One: Approval for ratification

The Loan Agreement signed at Kigali, Rwanda on 23 July 2018, between the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of seventy-seven million nine hundred and fifteen thousand three hundred and eighty-eight American dollars (USD 77,915,388) for Huye-Kibeho-Munini road project, in Annex, is approved for ratification.

Article 2: Commencement

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

Kigali, on **06/09/2018**

Après examen et adoption par le Conseil des Ministres, en sa séance du 08/08/2018;

**PROMULGUONS LE
SUIVANT:**

Article premier: Approbation pour ratification

L'Accord de Prêt signé à Kigali, au Rwanda le 23 juillet 2018, entre la République du Rwanda et la Banque d'Import-export de Chine, relatif au prêt de soixante-dix-sept millions neuf cent quinze mille trois cent quatre-vingt-huit Dollars américains (77.915.388 USD) pour le projet de route Huye-Kibeho-Munini, en annexe, est approuvé pour ratification.

Article 2: Entrée en vigueur

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

Kigali, le **06/09/2018**

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

KAGAME Paul
President of the Republic

(sé)

KAGAME Paul
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe

(sé)

Dr NGIRENTE Edouard
Prime Minister

(sé)

Dr NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

Seen and sealed with the Seal of the Republic:

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

**UMUGEREKA W'ITEGEKO-TEKA
N°001/2018/D.L RYO KU WA 06/09/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA, KU WA 23 NYAKANGA 2018,
HAGATI YA REPUBULIKA Y'U RWANDA
NA BANKI Y'UBUSHINWA Y'UBUCURUZI
BW'IBYINJIRA N'IBISOHOKA MU
GIHUGU, YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI MIRONGO
IRINDWI N'INDWI N'IBIHUMBI MAGANA
CYENDA NA CUMI NA BITANU NA
MAGANA ATATU NA MIRONGO INANI
N'UMUNANI Z'AMADOLARI
BY'ABANYAMERIKA (77,915,388 USD)
AGENEWE UMUSHINGA W'UMUHANDA
HUYE-KIBEHO-MUNINI**

**ANNEX TO DECREE-LAW N° 001/2018/D.L
OF 06/09/2018 APPROVING THE
RATIFICATION OF THE LOAN
AGREEMENT SIGNED AT KIGALI,
RWANDA, ON 23 JULY 2018, BETWEEN
THE REPUBLIC OF RWANDA AND THE
EXPORT-IMPORT BANK OF CHINA,
RELATING TO THE LOAN OF SEVENTY-
SEVEN MILLION NINE HUNDRED AND
FIFTEEN THOUSAND THREE HUNDRED
AND EIGHTY-EIGHT
AMERICAN DOLLARS (USD 77,915,388)
FOR HUYE-KIBEHO-MUNINI ROAD
PROJECT**

**ANNEXE AU DECRET-LOI N° 001/2018/D.L
DU 06/09/2018 APPROUVANT LA
RATIFICATION DE L'ACCORD DE PRET
SIGNE A KIGALI, AU RWANDA, LE 23
JUILLET 2018, ENTRE LA REPUBLIQUE
DU RWANDA ET LA BANQUE D'IMPORT-
EXPORT DE CHINE, RELATIF AU PRET
DE SOIXANTE-DIX-SEPT MILLIONS NEUF
CENT QUINZE MILLE TROIS CENT
QUATRE-VINGT-HUIT DOLLARS
AMERICAINS (77,915,388 USD) POUR LE
PROJET DE ROUTE HUYE-KIBEHO-
MUNINI**

CHINA EXIMBANK GCL NO.(2018) 14 TOTAL NO.(656)

GOVERNMENT CONCESSIONAL LOAN AGREEMENT

ON

HUYE-KIBEHO-MUNINI ROAD (66KM) PROJECT

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF RWANDA
REPRESENTED BY THE MINISTRY OF FINANCE AND
ECONOMIC PLANNING OF RWANDA**

as Borrower

AND

THE EXPORT-IMPORT BANK OF CHINA

as Lender

DATED 23 July 2018

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CHINA EXIMBANK GCL NO.(2018) 14 TOTAL NO.(656)

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CHINA EXIMBANK GCL NO.(2018) 14 TOTAL NO.(656)

THIS GOVERNMENT CONCESSIONAL LOAN AGREEMENT

(the "Agreement") is made on the day of 23 July 2018 (date)

BETWEEN

The Government of the Republic of Rwanda represented by the Ministry of Finance and Economic Planning of Rwanda (hereinafter referred to as the "**Borrower**"), having its office at P.O.BOX 158, Kigali, Rwanda;

AND

THE EXPORT-IMPORT BANK OF CHINA (hereinafter referred to as the "**Lender**"), having its registered office at No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031, China.

WHEREAS:

(A) On 23 July 2018, the Government of the People's Republic of China and the Government of the Republic of Rwanda entered into The Framework Agreement between the Government of the People's Republic of China and the Government of the Republic of Rwanda on Provision of a Government Interest-Subsidized Concessional Loan by China to Rwanda (hereinafter referred to as the "**Borrower's Country**") (hereinafter referred to as the "**Framework Agreement**").

(B) The Borrower has requested that the Lender make available a loan facility of up to not exceeding Renminbi Five Hundred and Fifty Million Yuan only (¥ 550,000,000.00), and not exceeding United States Dollars Seventy-Seven Million Nine Hundred and Fifteen Thousand Three Hundred and Eighty-Eight only (\$77,915,388.00) to the Borrower for the financing needs under the Commercial Contract (as defined in Article 1), and;

(C) Rwanda Transport Development Agency (hereinafter referred to as the "**End-User**") and Sinohydro Corporation Limited (hereinafter referred to as the "**Chinese Supplier**") have entered into on December 30, 2016 and August 29, 2017 respectively the Contract

CHINA EXIMBANK GCL NO.(2018) 14 TOTAL NO.(656)

for Upgrading Works of HUYE-KIBEHO-MUNINI Road (66KM) and the Addendum No.1 (hereinafter referred to as the “**Commercial Contract**”) with the contract number 038/RTDA/016 for the purpose of the implementation of the Project (as defined in Article 1).

NOW THEREFORE, the Borrower and the Lender hereby agree as follows:

ARTICLE 1 DEFINITIONS

Where used in this Agreement, unless the context otherwise requires, the following terms have the following meanings:

- 1.1 “**Account Bank of the Lender**” means the Export-Import Bank of China.
- 1.2 “**Agreement**” means this government concessional loan agreement and its appendices and any amendment to such agreement and its appendices from time to time upon the written consent of the parties.
- 1.3 “**Availability Period**” means the period commencing on the date on which this Agreement becomes effective and ending on the date falling Forty-Eight (48) months thereafter, during which time all the disbursements shall be made in accordance with the stipulations of this Agreement.
- 1.4 “**Banking Day**” means a day on which banks are open for ordinary banking business in Beijing, including Saturdays and Sundays on which banks are open for business as required by the provisional regulations of China, but excluding the legal festivals and holidays of China and Saturdays and Sundays falling out of the aforesaid regulations.
- 1.5 “**China**” means the People’s Republic of China.
- 1.6 “**Commitment Fee**” means the fees calculated and paid in accordance with

CHINA EXIMBANK GCL NO.(2018) 14 TOTAL NO.(656)

Article 2.2 and Article 2.7.

1.7 **“Commercial Contract”** means the Contract For Upgrading Works Of HUYE – KIBEHO – MUNINI Road (66KM) and the Addendum No.1 with the contract number 038/RTDA/016 entered by and between the Rwanda Transport Development Agency and Sinohydro Corporation Limited on December 30, 2016 and August 29, 2017 respectively, with the total amount of United States Dollars Seventy-Seven Million Nine Hundred and Fifteen Thousand Three Hundred and Eighty-Eight only (\$77,915,388.00), for the purpose of the implementation of the Project.

1.8 **“Disbursement”** means the advance of the Facility made in accordance with Article 3 of this Agreement.

1.9 **“End-User”** means the Rwanda Transport Development Agency, which ultimately utilizes the Facility.

1.10 **“Event of Default”** means any event or circumstance specified as such in Article 7.

1.11 **“Facility”** has the meaning set forth in Article 2.1.

1.12 **“Final Repayment Date”** means the date on which the Maturity Period expires.

1.13 **“First Repayment Date”** means the first repayment date of principal and interest after the maturity of the Grace Period.

1.14 **“Grace Period”** means the period commencing on the date on which this Agreement becomes effective and ending on the date falling sixty (60) months after the date on which this Agreement becomes effective, during which period only the interest and no principal is payable by the Borrower to the Lender. The Grace Period includes the Availability Period.

CHINA EXIMBANK GCL NO.(2018) 14 TOTAL NO.(656)

1.15 “**Interest Payment Date**” means the 21st day of March and the 21st day of September in each calendar year and the Final Repayment Date.

1.16 “**Irrevocable Notice of Drawdown**” means the notice issued in the form set out in Appendix 5 attached hereto.

1.17 “**Loan**” means the aggregate principal amount disbursed and from time to time outstanding under the Facility.

1.18 “**Management Fee**” means the fees calculated and paid in accordance with Article 2.2 and Article 2.6.

1.19 “**Maturity Period**” means the period commencing on the date on which this Agreement becomes effective and ending on the date falling two hundred and forty (240) months thereafter, including the Grace Period and the Repayment Period.

1.20 “**Notice of Effectiveness of Loan Agreement**” means a written notice in the form set forth in Appendix 9 attached hereto, in which the effective date of this Agreement shall be specified.

1.21 “**Project**” means Huye-Kibeho-Munini Road (66KM) Project.

1.22 “**Borrower’s Country**” refers to the country where the Borrower locates, i.e., the Republic of Rwanda.

1.23 “**Renminbi**” means the lawful currency for the time being of the People’s Republic of China.

1.24 “**Repayment Date of Principal and Interest**” means each Interest Payment Date and the Final Repayment Date.

1.25 “**Repayment Period**” means the period commencing on date on which the

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Grace Period expires and ending on the Final Repayment Date.

1.26 “**Repayment Schedule**” means the schedule showing the dates and amounts of repayments of the Loan set forth in Appendix 10 attached hereto.

ARTICLE 2 CONDITIONS AND UTILIZATION OF THE FACILITY

2.1 Subject to the terms and conditions of this Agreement, the Lender hereby agrees to make available to the Borrower a loan facility (hereinafter referred to as the “Facility”) in an aggregate principal amount not exceeding Renminbi Five Hundred and Fifty Million Yuan only (¥ 550,000,000.00).

All the drawdowns and repayments in connection with the Facility under this Agreement shall be recorded in Renminbi. In case drawdowns in US Dollar (or other convertible hard currencies accepted by the Lender) are requested, the amount in US Dollar shall be purchased with Renminbi in accordance with the selling rate of US Dollar (or other convertible hard currencies accepted by the Lender) to Renminbi promulgated by the Account Bank of the Lender on the date the aforesaid disbursements are made by the Lender and recorded in Renminbi. Any principal, interest and other cost due and payable by the Borrower under this Agreement may be repaid or paid in US Dollar (or other convertible currency accepted by the Lender) and recorded in Renminbi in accordance with the buying rate of US Dollar (or other convertible hard currencies accepted by the Lender) to Renminbi promulgated by the Account Bank of the Lender on the date such payments are received by the Lender. The Lender shall not bear any foreign exchange risk in the aforesaid process. The Borrower hereby undertakes that the amounts due and payable by the Borrower under this Agreement shall not be affected by any change in the exchange rate between Renminbi and any other currencies or the exchange rates among the currencies other than Renminbi.

2.2 The rate of interest applicable to the Loan shall be Two percent (2%) per annum. The rate applicable to the Management Fee shall be Zero Point Two Five percent (0.25%). The rate applicable to the Commitment Fee shall be Zero Point Two Five

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Percent (0.25 %).

2.3 The Maturity Period for the Facility shall be two hundred and forty (240) months, among which the Grace Period shall be sixty (60) months and the Repayment Period shall be one hundred and eighty (180) months.

2.4 The entire proceeds of the Facility shall be applied by the Borrower for the sole purpose of the payment of the Commercial Contract amount, and not be used for payment of brokerage fees, agency fees or commission.

2.5 The goods, technologies and services purchased by using the proceeds of Facility shall be purchased from China preferentially.

2.6 The Borrower shall pay to the Lender a Management Fee on the aggregate amount of the Facility equal to Renminbi One Million Three Hundred and Seventy-Five Thousand Yuan (¥ 1,375,000.00) in one lump within thirty (30) days after this Agreement becomes effective but not later than the first Disbursement Date in any case, which amount shall be calculated at the rate set forth in Article 2.2. The Management Fee shall be paid to the account designated in Article 4.4.

2.7 During the Availability Period, the Borrower shall pay semi-annually to the Lender a Commitment Fee calculated at the rate set forth in Article 2.2 on the undrawn and uncanceled balance of the Facility. The Commitment Fee shall accrue from and including the date falling 30 days after the date on which this Agreement becomes effective and shall be calculated on the basis of the actual number of days elapsed and a 360 day year. The Commitment Fee shall accrue on a daily basis and be paid in arrears to the account designated in Article 4.4 on each Interest Payment Date.

ARTICLE 3 DISBURSEMENT OF THE FACILITY

3.1 The first disbursement is subject to the satisfaction of the conditions precedent set out in Appendix 1 attached hereto (or such conditions precedent have been waived by

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the Lender in writing).

3.2 In relation to each disbursement after the first Disbursement, besides the satisfaction of the conditions set forth in Article 3.1, such disbursement shall also be subject to the satisfaction of the conditions set out in Appendix 2 attached hereto.

3.3 The Availability Period may be extended, provided that an application for such extension is submitted by the Borrower to the Lender thirty (30) days prior to the end of the Availability Period and such application is approved by the Lender. In any event, the Availability Period shall not exceed the Grace Period. Any portion of the Facility undrawn at the end of the Availability Period or the extension thereof shall be automatically canceled. Before the end of the Availability Period, the Borrower shall not, without the consent of the Lender, cancel all or any part of the undrawn Facility.

3.4 The Lender shall not be obliged to make any disbursement under this Agreement unless it has received all the documents set forth in Article 3.1 or 3.2 and has determined after examination that the conditions precedent to the drawdown of the Facility by the Borrower have been satisfied. For those conditions which have not been satisfied by the Borrower, the Lender may require the remedy by the Borrower within a specified period. In the event that the Borrower fails to remedy within a reasonable period of time, the Lender may refuse to make the disbursement.

3.5 Forthwith upon the making by the Lender of the disbursement in accordance with the Irrevocable Notice of Drawdown, the Lender shall be deemed as having completed its disbursement obligation under this Agreement and such disbursement shall become the indebtedness of the Borrower. The Borrower shall repay to the Lender the principal amount drawn and outstanding under the Facility together with any interest accrued thereon in accordance with this Agreement.

3.6 The Lender shall not be under any obligation to make any further Disbursement under the Facility if the aggregate amount of the Disbursements made under this Agreement would exceed the principal amount of the Facility.

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ARTICLE 4 REPAYMENT OF PRINCIPAL AND PAYMENT OF INTEREST

4.1 The Borrower is obligated to repay to the Lender all the principal amount drawn and outstanding under the Facility, all the interest accrued thereon and such other amount payable by the Borrower in accordance with the terms and conditions of this Agreement. Without the written consent of the Lender, the Maturity Period shall not be extended.

4.2 The Borrower shall pay interest on the principal amount drawn and outstanding under this Agreement at the rate set forth in Article 2.2. The interest shall be calculated on the basis of the actual number of days elapsed and a 360 day year, including the first day of the Interest Period during which it accrues but excluding the last, and shall be paid in arrears on each Interest Payment Date. If any payment to be made by the Borrower hereunder falls due on any day which is not a Banking Day, such payment shall be made on the immediately preceding Banking Day.

4.3 All the principal amount drawn under this Agreement shall be repaid to the Lender by thirty (30) equal installments on each Repayment Date of Principal and Interest within the Repayment Period and the Final Repayment Date in accordance with the Repayment Schedule as Appendix 10 sent by the Lender to the Borrower after the expiration of the Availability Period.

4.4 Any payments or repayments made by the Borrower under this Agreement shall be remitted to the following account or any other account from time to time designated by the Lender on the Repayment Date of Principal and Interest of each year:

Payee: The Export-Import Bank of China

Opening Bank: Business Department, Bank of China, Head Office
(SWIFT CODE: BKCHCNBJBKD)

Account No.: 778407900258

4.5 The Lender shall open and maintain on its book a lending account for the

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Borrower entitled “The Government of the Republic of Rwanda represented by the Ministry of Finance and Economic Planning of Rwanda Account on Huye-Kibeho-Munini Road (66KM) Project” (hereinafter referred to as the “**Borrower’s Account**”) to record the amount owing or repaid or paid by the Borrower. The amount of the Facility recorded as drawn and outstanding in the Borrower’s Account shall be the evidence of the Borrower's indebtedness owed to the Lender and shall be binding on the Borrower in the absence of manifest error.

4.6 Both the Borrower and the Lender shall keep accurate book records of any disbursement under the Facility and repayment of principal and interest under this Agreement and shall verify such records once a year.

4.7 The Borrower may prepay the principal amount drawn and outstanding under the Facility by giving the Lender a 30 days’ prior written notice, and such prepayment shall be subject to the consent of the Lender. At the time of prepayment, the Borrower shall also pay to the Lender all interest accrued on the prepaid principal in accordance with Article 4.2 up to the date of prepayment. Any prepayment made pursuant to this Article shall reduce the amount of the repayment installments in inverse order of maturity.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES BY THE BORROWER

The Borrower hereby represents and warrants to the Lender as follows:

5.1 The Borrower is the Government of the Republic of Rwanda (the Borrower’s Country) and represented by the Ministry of Finance and Economic Planning of Rwanda and has full power, authority and legal rights to borrow the Facility on the terms and conditions hereunder.

5.2 The Borrower has completed all the authorizations, acts and procedures as required by the laws of the Borrower’s Country in order for this Agreement to constitute valid and legally binding obligations of the Borrower in accordance with its terms,

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including obtaining all the approvals and authorizations from relevant authorities of the Borrower's Country, and effecting all the registrations or filings as required by the laws of the Borrower's Country, and such approvals, authorizations, registrations and filings are in full force and effect.

5.3 As from the date on which this Agreement becomes effective, this Agreement constitutes legal, valid and binding obligation of the Borrower.

5.4 The Borrower is not in default under any law or agreement applicable to it, the consequence of which default could materially and adversely affect its ability to perform its obligations under this Agreement and no Event of Default has occurred under this Agreement.

5.5 The signing of this Agreement by the Borrower constitutes, and the Borrower's performance of its obligations under this Agreement will constitute commercial acts. Neither the Borrower nor any of its assets other than (a) property to be used in connection with a military activity that is of a military character or is under the control of a military authority or defense agency of Borrower, and (b) property of Borrower subject to the Vienna Convention on Diplomatic Relations or the Vienna Convention on Consular Relations that is being used exclusively for diplomatic or consular purposes (hereinafter referred as the "Excluded Assets"), is entitled to any right of immunity on the grounds of sovereign or otherwise from arbitration, suit, execution or any other legal process with respect to its obligations under this Agreement, as the case may be, in any jurisdiction.

5.6 All information supplied to the Lender by the Borrower is true and accurate in all material respects.

The Borrower represents and warrants to the Lender that the foregoing representations and warranties will be true and accurate throughout the Maturity Period with reference to the facts and circumstances subsisting from time to time. The Borrower acknowledges that the Lender has entered into this Agreement in reliance upon the representations and warranties contained in this Article.

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ARTICLE 6 SPECIAL COVENANTS

6.1 The Borrower hereby covenants to the Lender that the obligations and liabilities of the Borrower under this Agreement are direct, unconditional and general obligations and rank and will rank at least pari passu in right of payment and security with all other present or future unsecured and unsubordinated indebtedness (both actual and contingent) of the Borrower. Any preference or priority granted by the Borrower to such indebtedness shall be forthwith applicable to this Agreement without prior request from the Lender.

6.2 The Borrower undertakes with the Lender that it will ensure that all amounts disbursed under this Agreement be used for the purposes specified in Article 2.4 and Article 2.5 and that it will pay the interest and any other payable amounts hereunder and repay the principal to the Lender in accordance with the terms and conditions hereunder. The performance by the Borrower of all its obligations under this Agreement shall be unconditional under all circumstances.

6.3 All payments by the Borrower under this Agreement shall be paid in full to the Lender without set-off or counterclaim or retention and free and clear of and without any deduction or withholding for or on account of any taxes or any charges. In the event the Borrower is required by law to make any such deduction or withholding from any payment hereunder, then the Borrower shall forthwith pay to the Lender such additional amount as will result in the immediate receipt by the Lender of the full amount which would have been received hereunder had no such deduction or withholding been made.

6.4 The Borrower hereby covenants to the Lender that it will take immediate steps and fulfill all the conditions necessary to maintain in full force and effect all approvals, authorizations, registrations and filings specified in Article 5.2.

6.5 The Borrower will include all amounts due and payable, or to fall due and payable to the Lender hereunder in each of its annual budgets during each fiscal year. However, the Borrower's failure to include corresponding allocation in its budget shall

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not in any way reduce or affect its obligations under the Loan Agreement or to be used as a defense for the failure to make any payment due under the Loan Agreement.

6.6 The Borrower shall submit to the Lender the following documents and hereby covenants to the Lender that the information contained in such documents is true and accurate:

(1) The Borrower shall submit to the Lender semi-annually during the Maturity Period reports on the actual progress and operation status of the Project and the utilization of the disbursed Facility proceeds.

(2) The Borrower shall supply to the Lender any other information pertaining to the performance of this Agreement at any time reasonably requested by the Lender.

6.7 The Lender shall be entitled to examine and supervise the utilization of the proceeds of the Facility and the performance of this Agreement. The Borrower shall facilitate the aforesaid examination and supervision of the Lender, including without limitation cause the relevant authority to issue the long-term multiple entry visa of the Borrower's country to loan officer of the Lender.

6.8 During the Maturity Period, the Borrower shall inform in writing the Lender within 30 days from the date on which the following events occur:

(1) any material decision, change, accident and other significant facts pertaining to the Project or the Borrower;

(2) any change of the authorized persons and the specimen of their signatures involved in the drawdown of the Facility under this Agreement;

(3) any change of the communication address of the Borrower specified in Article 8.8;

(4) the occurrence of any Event of Default specified in Article 7;

(5) any significant amendment or supplement to the Commercial Contract;

6.9 The Borrower undertakes with the Lender that so long as any sum remains outstanding under this Agreement, the Borrower will not engage in the activities which, in the opinion of the Lender, will materially and adversely affect the performance of the

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Borrower's obligations under this Agreement.

6.10 The Borrower undertakes with the Lender that at the request of the Lender, the Borrower will provide the Lender within six months of completion of the Project with the Project completion summary report and provide within the period as required by the Lender the documents and materials for the post project evaluation. The Borrower shall ensure the authenticity, accuracy, validity and integrity of the documents and materials provided.

6.11 The Borrower hereby represents, warrants and undertakes that its obligations and liabilities under this Agreement are independent and separate from those stated in agreements with other creditors (whether official creditors, Paris Club creditors or other creditors), and the Borrower shall not seek from the Lender any kind of comparable terms and conditions which are stated or might be stated in agreements with other creditors.

ARTICLE 7 EVENTS OF DEFAULT

7.1 Each of the following events and circumstances shall be an Event of Default:

(1) The Borrower, for any reason, fails to pay any due and payable principal, interest, Commitment Fee, Management Fee or other sums in accordance with the provisions hereof;

(2) Any representation and warranty made by the Borrower in Article 5 , Article 6 or other Articles of this Agreement, or any certificate, document and material submitted and delivered by the Borrower pursuant to this Agreement proves to have been untrue or incorrect in any material respect ;

(3) The Borrower fails to punctually perform any of its other obligations under this Agreement or is in breach of any of its covenants and undertakings made under this Agreement, and does not remedy such breach to the satisfaction of the Lender within 30 days after receipt of written notice from the Lender requiring it to do so;

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(4) Any other event which constitutes a default of the Borrower occurs in respect of any other agreement involving the borrowing of money or any guarantee between the Borrower and any other banks or financial institutions;

(5) Significant changes have occurred with respect to the Project or the Borrower, either of which, in the opinion of the Lender, may have material adverse effect on the ability of the Borrower to perform its obligations under this Agreement;

(6) The Borrower stops or suspends repayment to its creditors generally;

7.2 Upon the occurrence of any of the aforesaid Event of Default, the Lender may, by written notice to the Borrower, terminate the disbursement of the Facility, and/or declare all the principal and accrued interest and all other sums payable hereunder to be immediately due and payable by the Borrower without further demand, notice or other legal formality of any kind.

7.3 Where there occurs any change of the laws or government policies in the country of either the Lender or the Borrower, which makes it impossible for either the Lender or the Borrower to perform its obligations under this Agreement, the Lender may, by written notice to the Borrower, terminate the disbursement of the Facility, and/or declare all the principal and accrued interest and all other sums payable hereunder to be immediately due and payable by the Borrower without further demand, notice or other legal formality of any kind.

ARTICLE 8 MISCELLANEOUS

8.1 The Borrower hereby irrevocably waives any immunity on the grounds of sovereign or otherwise for itself or its property other than Excluded Assets in connection with any arbitration proceeding pursuant to Article 8.5 hereof or with the enforcement of any arbitral award pursuant thereto.

8.2 Without prior written consent of the Lender, the Borrower may not assign or

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transfer all or any part of its rights or obligations hereunder in any form to any third party. The Lender is entitled to assign or transfer all or any part of its rights, interests and obligations hereunder to a third party with notice to the Borrower. The Borrower shall sign all such documents and do necessary acts and things as the Lender may reasonably require for the purpose of perfecting and completing any such assignment and transfer, provided that any costs incurred by the Borrower in connection therewith shall be borne by the Lender.

8.3 This Agreement is legally independent of the relevant Commercial Contract. Any claims or disputes arising out of the Commercial Contract shall not affect the obligations of the Borrower under this Agreement.

8.4 This Agreement as well as the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of China.

8.5 Any dispute arising out of or in connection with this Agreement shall be resolved through friendly consultation. If no settlement can be reached through such consultation, each party shall have the right to submit such dispute to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The arbitration shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be final and binding upon both parties. The arbitration shall take place in Beijing.

8.6 The Borrower hereby irrevocably designates the Embassy of the Republic of Rwanda in China with its address at No. 30, Xiu Shui Bei Jie, Beijing, China as its authorized agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or other legal documents in China. If for any reason the agent named above (or its successor) no longer serves as agent of the Borrower to receive legal documents as aforesaid, the Borrower shall promptly designate a successor agent satisfactory to the Lender. The Borrower hereby agrees that, any such legal documents shall be sufficiently served on it if delivered to the agent for service at its address for the time being in Beijing, whether or not such agent gives notice thereof to the Borrower.

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8.7 The Borrower shall keep all the terms, conditions and the standard of fees hereunder or in connection with this Agreement strictly confidential. Without the prior written consent of the Lender, the Borrower shall not disclose any information hereunder or in connection with this Agreement to any third party unless required by applicable law.

8.8 All notices or other documents in connection with this Agreement shall be in writing and shall be delivered or sent either personally or by post or facsimile to the following respective address or facsimile number of both parties; in the event that the following address or facsimile number of any party hereunder has changed, such party shall immediately inform the other party in the way set out in this Agreement:

To the Lender: Concessional Loan Dept.
The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing, 100031
People's Republic of China
Fax No.: +86 10 83579677
Telephone: +86 10 83578464
Contact Person: Ms. SHI Meng

To the Borrower: Ministry of Finance and Economic Planning of Rwanda
P.O.BOX 158, Kigali, Rwanda
Fax No.: +250 252 577581
Telephone: +250 252 575756
Contact Person: Mr. Caleb Rwamuganza (Permanent Secretary and Secretary to the Treasury)

Any notice or document so addressed to the relevant party under this Agreement shall be deemed to have been delivered:

- (1) if sent by personal delivery: at the time of delivery;
- (2) if sent by post: 15 days after posting (excluding Saturdays, Sundays and statutory holidays);
- (3) if sent by facsimile, when the notice or document is dispatched by fax machine .

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8.9 This Agreement shall be signed in the English language. The notes and other written documents delivered between the Borrower and the Lender under this Agreement shall all be written in English.

8.10 Unless otherwise provided, no failure or delay by the Lender in exercising any of its rights, power or privilege under this Agreement shall impair such right, power or privilege or operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

8.11 The appendices to this Agreement shall be deemed as an integral part of this Agreement and have the same legal effect as this Agreement.

8.12 Matters not covered in this Agreement shall be settled through friendly consultation and signing of supplementary agreements between the Borrower and the Lender.

ARTICLE 9 CONDITIONS TO EFFECTIVENESS

9.1 This Agreement shall become effective upon the satisfaction of the following conditions:

- (1) This Agreement has been duly signed by the Lender and the Borrower;
- (2) The Lender has received copies of the approval issued by the relevant authorities of the Borrower's Country approving the borrowing by the Borrower hereunder;

9.2 The effective date of this Agreement shall be the date specified in the Notice of Effectiveness of Loan Agreement sent by the Lender to the Borrower after all the conditions precedent to the effectiveness of this Agreement have been fully satisfied.

9.3 In the event that this Agreement fails to become effective within one year after

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signing by the parties, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.

9.4 This Agreement shall be made in two counterparts with equal legal effect.

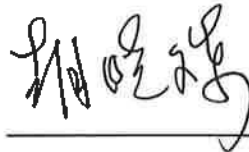
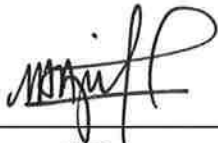


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IN WITNESS WHEREOF, the two parties hereto have caused this Agreement to be duly signed on their respective behalf, by their duly authorized representatives, on the date stated at the beginning of this Agreement.

Signed by: (signature)

Signed by : (signature)



Name: Uzziel NDAGIJIMANA

Name: HU Xiaolian

**Title: Minister of Finance and Economic
Planning of Rwanda**

Title: Chairman of the Board

on behalf of

**The Government of the Republic of
Rwanda represented by The Ministry of
Finance and Economic Planning of
Rwanda**

on behalf of

The Export-Import Bank of China

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Appendices:

1. Conditions Precedent to the First Drawdown
2. Conditions Precedent to Each Drawdown after the First Drawdown
3. Power of Attorney (for Signing)
4. Power of Attorney (for Drawdown)
5. Form of Irrevocable Notice of Drawdown
6. Form of Legal Opinion
7. Irrevocable Power of Attorney of Borrower's Process Agent
8. Letter of Confirmation
9. Form of Notice of Effectiveness of Loan Agreement
10. Form of Repayment Schedule



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Appendix 1
Conditions Precedent to the First Disbursement

Upon the Borrower's application to the Lender for the making of the first disbursement, the Lender shall not be obliged to make any such disbursement to the Borrower unless the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction:

- (1) Copies of this Agreement which have been duly signed by all parties thereto respectively and have become effective;
- (2) Certified true copies of the Commercial Contract and other relevant documents in connection therewith acceptable to the Lender which have been duly signed by all parties thereto and have become effective;
- (3) Drawdown schedule submitted by the Borrower which has been recognized and accepted by the Lender;
- (4) The authorization of the Borrower, by which the Borrower authorizes one or more representatives to sign this Agreement, Irrevocable Notice of Drawdown and any other documents in relation to this Agreement, and the signature specimen of such authorized representatives.
- (5) Certified true copies of any and all documents which could evidence that the Management Fee and Commitment Fee payable hereunder have been paid by the Borrower to the Lender in accordance with the provisions of Article 2.6 and Article 2.7;
- (6) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower, and sent by courier or authenticated SWIFT not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;



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- (7) Legal opinion in the form and substance set forth in Appendix 6 or in the form and substance otherwise approved by the Lender in writing issued by the Ministry of Justice or other governmental institutions with the similar authority of the Borrower's Country in connection with the transactions contemplated hereunder;
- (8) The irrevocable power of attorney to the process agent by the Borrower named in Article 8.6 in the form set forth in Appendix 7 or in the form and substance otherwise approved by the Lender in writing and the written confirmation of acceptance of appointment by such process agent in the form of Appendix 8 or in the form and substance otherwise approved by the Lender in writing;
- (9) Certified true copy of Supervision Contract under this Project which has been duly signed;
- (10) Certified true copy of Design Sub-contract which has been duly signed by the Chinese Supplier and the relevant parties, and acceptable to the Lender.
- (11) The land acquisition and resettlement plan of the Project as well as the document(s) evidencing that the fund in connection with land acquisition and resettlement has been arranged in fiscal budget, these documents should be submitted by the Borrower and acceptable to the Lender;
- (12) Such other document(s) or condition(s) relating to the transactions under this Agreement as the Lender may reasonably request.

In the event that the Borrower fails to fulfill the above conditions within one year after the effectiveness of this Agreement, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.

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Appendix 2

Conditions Precedent for Each Disbursement after the First Disbursement

For each disbursement after the first disbursement hereunder, the Lender shall not be obliged to make any such disbursement to the Borrower unless all the conditions precedent set out in Appendix 1 attached hereto have been satisfied, the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction:

- (1) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower, and sent by courier not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;
- (2) No Event of Default has occurred (or will likely to occur as a result of the drawdown being made) under this Agreement;
- (3) All representations, warranties, and undertakings made by the Borrower hereunder shall be true and correct as at the date such drawdown is scheduled to be made with reference to the facts and circumstances then subsisting;
- (4) The Borrower has paid the interest due and payable under this Agreement in accordance with Article 4;
- (5) The Borrower has paid the Commitment Fee due and payable under this Agreement in accordance with Article 2.7;
- (6) The Facility hereunder has not been terminated;
- (7) Such other document(s) and condition(s) as the Lender may reasonably request.

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Appendix 3

Power of Attorney (for Signing the Agreement)

I, _____ (Name of the Authorizing Person), am _____ (Title of the Authorizing Person) of _____ (hereinafter referred as the “**Institution**”). I hereby confirm that I have the full legal right and authority to sign the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as the “**Agreement**”) on behalf of the Institution. However, in the event that I am not available when the Agreement is required to be signed, I hereby authorize Mr. _____ (hereinafter referred as the “**Authorized Signatory**”), _____ (Title of the Authorized Signatory) of the Institution, to sign the Agreement and other notices and documents in connection therewith on behalf of the Institution.

Signature: _____

Title: _____

Date: _____

Specimen Signature of the Authorized Signatory:

Name: _____

Title: _____

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Appendix 4
Power of Attorney (for Drawdown)

I, _____ (Name of Authorizing Person), am _____ (Title of the Authorizing Person) of _____ (hereinafter referred as the “**Institution**”). I hereby confirm that I have the full legal right and authority to make drawdowns on behalf of the Institution in accordance with the terms and conditions of the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as the “**Agreement**”). In the event that I am not available when a drawdown is to be made, I confirm that I hereby authorize Mr. _____ (hereinafter referred as the “**Authorized Signatory**”), _____ (Title of the Authorized Signatory) of the Institution, to make the drawdown under the Agreement, to sign the documents and to handle other matters in connection therewith on behalf of the Institution.

Signature: _____

Title: _____

Date: _____

Specimen Signature of the Authorized Signatory:

Name: _____

Title: _____

CHINA EXIMBANK GCL NO.(2018) 14 TOTAL NO.(656)

Appendix 5
FORM OF IRREVOCABLE NOTICE OF DRAWDOWN
(BY EXPRESS DELIVERY OR TESTED SWIFT)

From: _____ (the Borrower)
To: The Concessional Loan Department
The Export-Import Bank of China
No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031
People's Republic of China

Serial No: _____

Date: _____

Dear Sir or Madam,

Pursuant to Article 3 of the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as the "Agreement") between _____ (the "Borrower") and the Export-Import Bank of China (the "Lender"), we hereby instruct and authorize you to make a payment as follows:

Amount: _____ (Currency: RMB)

Word Figure: _____ (Currency: RMB)

_____ (Please fill in "Please pay in _____ (foreign currency)" in case that a drawdown in a foreign currency approved by the Lender is needed)

Payee: _____

Account Bank: _____

Account No.: _____

Date of Payment: _____

This payment is made to the _____ Invoice (Invoice No. _____) under the _____ Contract (Contract No.: _____), and for the payment of _____ (purpose).

Ta



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We hereby authorize you to debit the account mentioned in Article 4.5 of the Agreement with such amount of payment in Renminbi in accordance with Article 2.1 of the Agreement.

We hereby confirm that your above-mentioned payment shall be deemed a drawdown made by us under the Agreement and upon your payment pursuant to this Irrevocable Notice of Drawdown, the amount of payment shall forthwith constitute our indebtedness to you accordingly. We shall repay such amount to you together with any interest accrued thereon in accordance with the terms and conditions of the Agreement.

We further confirm that the representations and warranties and covenants made by us in Article 5 and Article 6 of the Agreement remain true and correct as of the date of this Irrevocable Notice of Drawdown, and none of the events referred to in Article 7 of the Agreement has occurred and continuously exists.

Terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

This notice once given shall be irrevocable.

_____ (Full Name of the Borrower)

To



CHINA EXIMBANK GCL NO.(2018) 14 TOTAL NO.(656)

Appendix 6
Form of Legal Opinion

To: The Export-Import Bank of China

Date: _____

Dear Sirs,

Re: The Government Concessional Loan Agreement on the _____ Project (No. _____)

We are Ministry of Justice, Attorney-General, a law firm _____, qualified and authorized to issue this legal opinion in connection with the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, the "Loan Agreement") between the Export-Import Bank of China as the lender (the "Lender") and _____ as the borrower (the "Borrower").

For the purposes of this legal opinion, we have examined copies of the following documents:

- (1) the executed Loan Agreement;
- (2) Such laws and regulations and such other documents, certificates, records and instruments as necessary and appropriate to render the opinions hereinafter set forth.

This legal opinion is given on the basis of the laws of the Republic of Rwanda effective as at the date hereof.

Based on the foregoing, we are of the opinion that:

1. The Borrower is an institution duly established and validly existing under the laws of the Republic of Rwanda, and has power, authority and legal right to assume civil liabilities with its assets.

CHINA EXIMBANK GCL NO.(2018) 14 TOTAL NO.(656)

2. The Borrower has full power, authority and legal right to enter into and perform its obligations under the Loan Agreement and has taken all necessary action to authorize the signing, delivery and performance of the Loan Agreement and the Minister of Finance and Economic Planning of the Borrower has been duly authorized and has the power to sign the Loan Agreement on behalf of the Borrower.
3. The Loan Agreement has been duly signed by the Borrower, and constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms.
4. The signing, delivery and performance of the Loan Agreement by the Borrower do not violate or conflict with or result in a breach of any law or regulation of the Republic of Rwanda.
5. All authorizations and consents of any authority in the Republic of Rwanda required in connection with the signing, delivery and performance of the Loan Agreement by the Borrower have been obtained and are in full force and effect, including making payments in foreign currencies under the Loan Agreement and making the Loan Agreement admissible in evidence in the courts of the Republic of Rwanda.
6. No registration fee or similar tax or stamp duty is payable in the Republic of Rwanda in respect of the Loan Agreement by the Borrower and the Lender. No withholding would be made in respect of any payment to be made by the Borrower to the Lender under the Loan Agreement.
7. The signing and performance of the Loan Agreement by the Borrower constitute commercial acts, and the declaration that the Borrower shall not have any right of immunity in connection with any proceedings or any enforcement of an arbitral award or court decision on the grounds of sovereignty or otherwise is valid and irrevocably binding on the Borrower.
8. The payment obligations of the Borrower under the Loan Agreement rank at least pari passu with all its other unsecured and unsubordinated indebtedness except those which are mandatorily preferred by operation of the Republic of Rwanda law.
9. The choice of Chinese law as the governing law under the Loan Agreement is a valid choice of law. The submission of any dispute arising out of or in connection with the Loan



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Agreement by the Borrower to the China International Economic and Trade Arbitration Commission for arbitration under the Loan Agreement does not contravene any law of the Republic of Rwanda. The appointment by the Borrower of a process agent in China does not violate any provision of any law or regulation of the Republic of Rwanda.

10. The Lender is not and will not be deemed to be resident, domicile or having an establishment in the Republic of Rwanda by reason only of the execution, delivery, performance and/or enforcement of the Loan Agreement.

This legal opinion is strictly limited to the matters stated herein and may be relied upon only by you in respect of the captioned matter. It may not be relied upon for any other purposes and may not be disclosed to any other persons without our consent.

Yours faithfully,

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Appendix 7
Irrevocable Power of Attorney
(Appointment of the Borrower's Process Agent)

Date: _____

Dear Sirs:

We refer to the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as "the Agreement"). We hereby appoint you under the Agreement as our agent for the sole purpose of receiving for us and on our behalf service of any legal documents issued by China International Economic and Trade Arbitration Commission (CIETAC) and its appellate court in respect of any legal action or proceedings arising out of or in connection with the Agreement. We hereby confirm that we shall as soon as possible provide you with a true and correct copy of the Agreement and all relevant related documents. We further hereby confirm that your obligations as our agent are limited to those set out in the paragraphs below and that any other services will only be on our specific request and subject to your agreement and to your customary legal fees. Your obligations are:

(1) Promptly to forward to us (to the extent lawful and possible) by registered post prepaid express airmail addressed as hereafter shown, or by such expeditious means as you may deem appropriate, the original or a copy of any notice of arbitration received by you:

Attention:

Tel:

or to such other address as we may from time to time request in a notice to you sent by registered post prepaid express airmail and marked "For the Attention of the person in charge of Service of Process/ Re: Service of Process";

(2) Perform the duties as Process Agent in accordance with the Agreement.

We should be grateful if you would indicate your acceptance of your appointment by signing the



CHINA EXIMBANK GCL NO.(2018) 14 TOTAL NO.(656)

form of acknowledgement contained in the duplicate of this letter and returning the same to us or to such other person as we may identify to you.

Yours faithfully,

Name:

Ta

A handwritten signature in black ink, consisting of stylized, overlapping letters that appear to be 'MR' followed by a long horizontal stroke.

CHINA EXIMBANK GCL NO.(2018) 14 TOTAL NO.(656)

Appendix 8
Letter of Confirmation

To: (name of the Borrower)

Date: _____

We hereby acknowledge receipt of the letter dated _____ from the _____ (the Borrower), the above is a true copy of which, and agree to our appointment under it to receive on behalf of _____ (the Borrower) service of legal documents issued out of China International Economic and Trade Arbitration Commission (CIETAC) and its appellate court in any legal action or proceedings arising out of or in connection with the Agreement referred to in that letter.

Yours faithfully,

Name:

Title:



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Appendix 9
Form of Notice of Effectiveness of Loan Agreement

From: The Export-Import Bank of China

No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031.

People's Republic of China

To: _____ (the Borrower)

Date: _____

Dear Sirs,

Pursuant to Article 9 of the Government Concessional Loan Agreement on the _____ Project (No. _____, hereinafter referred to as "the Agreement") dated _____ between _____ (the "Borrower") and the Export-Import Bank of China (the "Lender"), we hereby inform you that:

- (a) all the conditions as set out in Article 9.1 of the Agreement have been satisfied;
- (b) The Agreement shall become effective on and from the date hereof.

The Export-Import Bank of China

(Signature of Authorized Signatory)



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Appendix 10

Form of Repayment Schedule

Concerning the Government Concessional Loan Agreement on the _____ Project
dated _____ (No. _____)

Number of Installments	Date Due	Amount In Renminbi
1		
2		
3		
4		
5		
6		
7		
8		
Total		

Note: The amount appeared in this schedule just refer to repayment of the Principal of the Loan under the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____), while the interest accrued shall be paid according to the provisions of Article 4 of the aforesaid Agreement.

Handwritten mark

Handwritten signature

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko-teka n°001/2018/D.L ryo ku wa 06/09/2018 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 23 Nyakanga 2018, hagati ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni mironko irindwi n'indwi n'ibihumbi magana cyenda na cumi na bitanu na magana atatu na mironko inani n'umunani z'amadolari y'Abanyamerika (77.915.388 USD) agenewe umushinga w'umuhanda Huye-Kibeho-Munini

Kigali, ku wa **06/09/2018**

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Decree-Law n°001/2018/D.L of 06/09/2018 approving the ratification of the Loan Agreement signed at Kigali, Rwanda, on 23 July 2018, between the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of seventy-seven million nine hundred and fifteen thousand three hundred and eighty-eight American Dollars (USD 77,915,388) for Huye-Kibeho-Munini road project

Kigali, on **06/09/2018**

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé au Décret-Loi n°001/2018/D.L du 06/09/2018 approuvant la ratification de l'Accord de Prêt signé à Kigali, au Rwanda, le 23 juillet 2018, entre la République du Rwanda et la Banque d'Import-export de Chine, relatif au prêt de soixante-dix-sept millions neuf cent quinze mille trois cent quatre-vingt-huit Dollars Américains (77.915.388 USD) pour le projet de route Huye-Kibeho-Munini

Kigali, le **06/09/2018**

(sé)

KAGAME Paul
Président de la République

(sé)

Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO-TEKA N° 002/2018/D.L RYO KU WA 06/09/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 23 NYAKANGA 2018, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UBUSHINWA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU N'IBIHUMBI MAGANA ATATU Z'AMADOLARI Y'ABANYAMERIKA (50.300.000 USD) AGENEWE UMUSHINGA W'UMUHANDA UGANA KU KIBUGA CY'INDEGE MPUZAMAHANGA CYA BUGESERA (SONATUBES-GAHANGA-AKAGERA)

DECREE-LAW N° 002/2018/D.L OF 06/09/2018 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA ON 23 JULY 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF CHINA, RELATING TO THE LOAN OF FIFTY MILLION THREE HUNDRED THOUSAND AMERICAN DOLLARS (USD 50,300,000) FOR BUGESERA INTERNATIONAL AIRPORT ROAD (SONATUBES-GAHANGA-AKAGERA) PROJECT

DECRET-LOI N° 002/2018/D.L DU 06/09/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA LE 23 JUILLET 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CHINE, RELATIF AU PRET DE CINQUANTE MILLIONS TROIS CENT MILLE DOLLARS AMERICAINS (50.300.000 USD) POUR LE PROJET DE LA ROUTE DE L'AEROPORT INTERNATIONAL DE BUGESERA (SONATUBES-GAHANGA-AKAGERA)

ISHAKIRO

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Article 2 : Entrée en vigueur

ITEGEKO-TEKA N° 002/2018/D.L RYO KU WA 06/09/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 23 NYAKANGA 2018, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UBUSHINWA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU N'IBIHUMBI MAGANA ATATU Z'AMADOLARI Y'ABANYAMERIKA (50.300.000 USD) AGENEWE UMUSHINGA W'UMUHANDA UGANA KU KIBUGA CY'INDEGE MPUZAMAHANGA CYA BUGESERA (SONATUBES-GAHANGA-AKAGERA)

Twebwe, KAGAME Paul,
Perezida wa Repbulika;

Dushingiye ku Itegeko Nshinga rya Repbulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo cyane cyane mu ngingo zaryo, iya 92, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Tumaze gusuzuma Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 23 Nyakanga 2018, hagati ya Repbulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'ibihumbi magana atatu by'Amadolari y'Abanyamerika (50.300.000 USD) agenewe

DECREE-LAW N° 002/2018/D.L OF 06/09/2018 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA ON 23 JULY 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF CHINA, RELATING TO THE LOAN OF FIFTY MILLION THREE HUNDRED THOUSAND AMERICAN DOLLARS (USD 50,300,000) FOR BUGESERA INTERNATIONAL AIRPORT ROAD (SONATUBES-GAHANGA-AKAGERA) PROJECT

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 92, 120, 122, 167, 168 and 176;

After consideration of the Loan Agreement signed at Kigali, Rwanda, on 23 July 2018, between the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of fifty million three hundred thousand American Dollars (USD 50,300,000) for Bugesera international airport road (Sonatubes-Gahanga-Akagera) project;

DECRET-LOI N° 002/2018/D.L DU 06/09/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA LE 23 JUILLET 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CHINE, RELATIF AU PRET DE CINQUANTE MILLIONS TROIS CENT MILLE DOLLARS AMERICAINS (50.300.000 USD) POUR LE PROJET DE LA ROUTE DE L'AEROPORT INTERNATIONAL DE BUGESERA (SONATUBES-GAHANGA-AKAGERA)

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 92, 120, 122, 167, 168 et 176;

Après examen de l'Accord de Prêt signé à Kigali, au Rwanda, le 23 juillet 2018, entre la République du Rwanda et la Banque d'Import-Export de Chine, relatif au prêt de cinquante millions trois cent mille Dollars Américains (50.300.000 USD) pour le projet de la route de l'aéroport international de Bugesera (Sonatubes-Gahanga-Akagera);

umushinga w'umuhanda ugana ku kibuga cy'indege mpuzamahanga cya Bugesera (Sonatubes-Gahanga-Akagera);

Inama y'Abaminisitiri yateranye ku wa 08/08/2018 imaze kubisuzuma no kubyemeza;

**DUSHYIZEHO
RIKURIKIRA:**

ITEGEKO-TEKA

After consideration and approval by the Cabinet, in its session of 08/08/2018;

**DO PROMULGATE THE FOLLOWING
DECREE-LAW:**

Après examen et adoption par le Conseil des Ministres, en sa séance du 08/08/2018;

**PROMULGUONS LE
DECRET-LOI
SUIVANT:**

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 23 Nyakanga 2018, hagati ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni mironko itanu n'ibihumbi magana atatu by'Amadolari y'Abanyamerika (50.300.000 USD) agenewe umushinga w'umuhanda ugana ku kibuga cy'indege mpuzamahanga cya Bugesera (Sonatubes-Gahanga-Akagera), ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Igihe itegeko-teka ritangira gukurikizwa

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

Kigali, ku wa **06/09/2018**

Article One: Approval for ratification

The Loan Agreement signed at Kigali, Rwanda, on 23 July 2018, between the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of fifty million three hundred thousand American Dollars (USD 50,300,000) for Bugesera international airport road (Sonatubes-Gahanga-Akagera) project, in Annex, is approved for ratification.

Article 2: Commencement

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

Kigali, on **06/09/2018**

Article premier: Approbation pour ratification

L'Accord de Prêt signé à Kigali, au Rwanda, le 23 juillet 2018, entre la République du Rwanda et la Banque d'Import-export de Chine, relatif au prêt de cinquante millions trois cent mille Dollars Américains (50.300.000 USD) pour le projet de la route de l'aéroport international de Bugesera (Sonatubes-Gahanga-Akagera), en annexe, est approuvé pour ratification.

Article 2 : Entrée en vigueur

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

Kigali, le **06/09/2018**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
Dr NGIRENTE Edouard
Prime Minister

(sé)
Dr NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

Seen and sealed with the Seal of the Republic:

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

UMUGEREKA W'ITEGEKO-TEKA N°002/2018/D.L RYO KU WA 06/09/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 NYAKANGA 2018, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UBUSHINWA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU N'IBIHUMBI MAGANA ATATU BY'AMADOLARI Y'ABANYAMERIKA (50.300.000 USD) AGENEWE UMUSHINGA W'UMUHANDA UGANA KU KIBUGA CY'INDEGE MPUZAMAHANGA CYA BUGESERA (SONATUBES-GAHANGA-AKAGERA)

ANNEX TO DECREE-LAW N° 002/2018/D.L OF 06/09/2018 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA, ON 23 JULY 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF CHINA, RELATING TO THE LOAN OF FIFTY MILLION THREE HUNDRED THOUSAND AMERICAN DOLLARS (USD 50,300,000) FOR BUGESERA INTERNATIONAL AIRPORT ROAD (SONATUBES-GAHANGA-AKAGERA) PROJECT

ANNEXE AU DECRET-LOI N° 002/2018/D.L DU 06/09/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 23 JUILLET 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CHINE, RELATIF AU PRET DE CINQUANTE MILLIONS TROIS CENT MILLE DOLLARS AMERICAINS (50.300.000 USD) POUR LE PROJET DE LA ROUTE DE L'AEROPORT INTERNATIONAL DE BUGESERA (SONATUBES-GAHANGA-AKAGERA)

CHINA EXIMBANK GCL NO.(2018) 19 TOTAL NO.(661)

GOVERNMENT CONCESSIONAL LOAN AGREEMENT

ON

**BUGESERA INTERNATIONAL AIRPORT ROAD
(SONATUBES- GAHANGA-AKAGERA) PROJECT**

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF RWANDA
REPRESENTED BY THE MINISTRY OF FINANCE AND
ECONOMIC PLANNING OF RWANDA**

as Borrower

AND

THE EXPORT-IMPORT BANK OF CHINA

as Lender

DATED 23 July 2018

TR

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CHINA EXIMBANK GCL NO.(2018) 19 TOTAL NO.(661)

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CHINA EXIMBANK GCL NO.(2018) 19 TOTAL NO.(661)

THIS GOVERNMENT CONCESSIONAL LOAN AGREEMENT

(the "Agreement") is made on the day of 23 July 2018 (date)

BETWEEN

The Government of the Republic of Rwanda represented by the Ministry of Finance and Economic Planning of Rwanda (hereinafter referred to as the "**Borrower**"), having its office at P.O.BOX 158, Kigali, Rwanda;

AND

THE EXPORT-IMPORT BANK OF CHINA (hereinafter referred to as the "**Lender**"), having its registered office at No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031, China.

WHEREAS:

(A) On 23 July 2018, the Government of the People's Republic of China and the Government of the Republic of Rwanda entered into The Framework Agreement between the Government of the People's Republic of China and the Government of the Republic of Rwanda on Provision of a Government Interest-Subsidized Concessional Loan by China to Rwanda (hereinafter referred to as the "**Borrower's Country**") (hereinafter referred to as the "**Framework Agreement**").

(B) The Borrower has requested that the Lender make available a loan facility of up to and not exceeding Renminbi Three Hundred and Forty Million Yuan only (¥ 340,000,000.00), and not exceeding United States Dollars Fifty Million Three Hundred Thousand only (\$50,300,000.00) to the Borrower for the financing needs under the Commercial Contract (as defined in Article 1), and;

(C) Rwanda Transport Development Agency (hereinafter referred to as the "**End-User**") and China Road And Bridge Corporation (hereinafter referred to as the "**Chinese Supplier**") have entered into on March 29, 2018 the Contract for Upgrading of Sonatubes

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– Gahanga – Akagera Road (hereinafter referred to as the “**Commercial Contract**”) with the contract number 003/RTDA/018 for the purpose of the implementation of the Project (as defined in Article 1).

NOW THEREFORE, the Borrower and the Lender hereby agree as follows:

ARTICLE 1 DEFINITIONS

Where used in this Agreement, unless the context otherwise requires, the following terms have the following meanings:

- 1.1 “**Account Bank of the Lender**” means the Export-Import Bank of China.
- 1.2 “**Agreement**” means this government concessional loan agreement and its appendices and any amendment to such agreement and its appendices from time to time upon the written consent of the parties.
- 1.3 “**Availability Period**” means the period commencing on the date on which this Agreement becomes effective and ending on the date falling Forty-Eight (48) months thereafter, during which time all the disbursements shall be made in accordance with the stipulations of this Agreement.
- 1.4 “**Banking Day**” means a day on which banks are open for ordinary banking business in Beijing, including Saturdays and Sundays on which banks are open for business as required by the provisional regulations of China, but excluding the legal festivals and holidays of China and Saturdays and Sundays falling out of the aforesaid regulations.
- 1.5 “**China**” means the People’s Republic of China.
- 1.6 “**Commitment Fee**” means the fees calculated and paid in accordance with Article 2.2 and Article 2.7.



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1.7 **“Commercial Contract”** means the Contract For Upgrading of Sonatubes – Gahanga – Akagera Road with the contract number 003/RTDA/018 entered by and between the Rwanda Transport Development Agency and China Road And Bridge Corporation on March 29, 2018, with the total amount of United States Dollars Fifty-Three Million Nine Hundred and Fifty-Four Thousand Two Hundred and Ninety-Eight and Fifty Cents only (\$53,954,298.50), for the purpose of the implementation of the Project.

1.8 **“Disbursement”** means the advance of the Facility made in accordance with Article 3 of this Agreement.

1.9 **“End-User”** means the Rwanda Transport Development Agency, which ultimately utilizes the Facility.

1.10 **“Event of Default”** means any event or circumstance specified as such in Article 7.

1.11 **“Facility”** has the meaning set forth in Article 2.1.

1.12 **“Final Repayment Date”** means the date on which the Maturity Period expires.

1.13 **“First Repayment Date”** means the first repayment date of principal and interest after the maturity of the Grace Period.

1.14 **“Grace Period”** means the period commencing on the date on which this Agreement becomes effective and ending on the date falling Eighty-Four (84) months after the date on which this Agreement becomes effective, during which period only the interest and no principal is payable by the Borrower to the Lender. The Grace Period includes the Availability Period.

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- 1.15 **“Interest Payment Date”** means the 21st day of March and the 21st day of September in each calendar year and the Final Repayment Date.
- 1.16 **“Irrevocable Notice of Drawdown”** means the notice issued in the form set out in Appendix 5 attached hereto.
- 1.17 **“Loan”** means the aggregate principal amount disbursed and from time to time outstanding under the Facility.
- 1.18 **“Management Fee”** means the fees calculated and paid in accordance with Article 2.2 and Article 2.6.
- 1.19 **“Maturity Period”** means the period commencing on the date on which this Agreement becomes effective and ending on the date falling two hundred and forty (240) months thereafter, including the Grace Period and the Repayment Period.
- 1.20 **“Notice of Effectiveness of Loan Agreement”** means a written notice in the form set forth in Appendix 9 attached hereto, in which the effective date of this Agreement shall be specified.
- 1.21 **“Project”** means the Bugesera International Airport Road (Sonatubes-Gahanga- Akagera) Project.
- 1.22 **“Borrower’s Country”** refers to the country where the Borrower locates, i.e., the Republic of Rwanda.
- 1.23 **“Renminbi”** means the lawful currency for the time being of the People’s Republic of China.
- 1.24 **“Repayment Date of Principal and Interest”** means each Interest Payment Date and the Final Repayment Date.



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1.25 “**Repayment Period**” means the period commencing on date on which the Grace Period expires and ending on the Final Repayment Date.

1.26 “**Repayment Schedule**” means the schedule showing the dates and amounts of repayments of the Loan set forth in Appendix 10 attached hereto.

ARTICLE 2 CONDITIONS AND UTILIZATION OF THE FACILITY

2.1 Subject to the terms and conditions of this Agreement, the Lender hereby agrees to make available to the Borrower a loan facility (hereinafter referred to as the “Facility”) in an aggregate principal amount not exceeding Renminbi Three Hundred and Forty Million Yuan only (¥ 340,000,000.00).

All the drawdowns and repayments in connection with the Facility under this Agreement shall be recorded in Renminbi. In case drawdowns in US Dollar (or other convertible hard currencies accepted by the Lender) are requested, the amount in US Dollar shall be purchased with Renminbi in accordance with the selling rate of US Dollar (or other convertible hard currencies accepted by the Lender) to Renminbi promulgated by the Account Bank of the Lender on the date the aforesaid disbursements are made by the Lender and recorded in Renminbi. Any principal, interest and other cost due and payable by the Borrower under this Agreement may be repaid or paid in US Dollar (or other convertible currency accepted by the Lender) and recorded in Renminbi in accordance with the buying rate of US Dollar (or other convertible hard currencies accepted by the Lender) to Renminbi promulgated by the Account Bank of the Lender on the date such payments are received by the Lender. The Lender shall not bear any foreign exchange risk in the aforesaid process. The Borrower hereby undertakes that the amounts due and payable by the Borrower under this Agreement shall not be affected by any change in the exchange rate between Renminbi and any other currencies or the exchange rates among the currencies other than Renminbi.

2.2 The rate of interest applicable to the Loan shall be Two percent (2%) per annum. The rate applicable to the Management Fee shall be Zero Point Two Five percent



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(0.25%). The rate applicable to the Commitment Fee shall be Zero Point Two Five Percent (0.25 %).

2.3 The Maturity Period for the Facility shall be two hundred and forty (240) months, among which the Grace Period shall be eighty-four (84) months and the Repayment Period shall be one hundred and fifty-six (156) months.

2.4 The entire proceeds of the Facility shall be applied by the Borrower for the sole purpose of the payment of the Commercial Contract amount, and not be used for payment of brokerage fees, agency fees or commission.

2.5 The goods, technologies and services purchased by using the proceeds of Facility shall be purchased from China preferentially.

2.6 The Borrower shall pay to the Lender a Management Fee on the aggregate amount of the Facility equal to Renminbi Eight Hundred and Fifty Thousand Yuan (¥850,000.00) in one lump within thirty (30) days after this Agreement becomes effective but not later than the first Disbursement Date in any case, which amount shall be calculated at the rate set forth in Article 2.2. The Management Fee shall be paid to the account designated in Article 4.4.

2.7 During the Availability Period, the Borrower shall pay semi-annually to the Lender a Commitment Fee calculated at the rate set forth in Article 2.2 on the undrawn and uncanceled balance of the Facility. The Commitment Fee shall accrue from and including the date falling 30 days after the date on which this Agreement becomes effective and shall be calculated on the basis of the actual number of days elapsed and a 360 day year. The Commitment Fee shall accrue on a daily basis and be paid in arrears to the account designated in Article 4.4 on each Interest Payment Date.

ARTICLE 3 DISBURSEMENT OF THE FACILITY

3.1 The first disbursement is subject to the satisfaction of the conditions precedent

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set out in Appendix 1 attached hereto (or such conditions precedent have been waived by the Lender in writing).

3.2 In relation to each disbursement after the first Disbursement, besides the satisfaction of the conditions set forth in Article 3.1, such disbursement shall also be subject to the satisfaction of the conditions set out in Appendix 2 attached hereto.

3.3 The Availability Period may be extended, provided that an application for such extension is submitted by the Borrower to the Lender thirty (30) days prior to the end of the Availability Period and such application is approved by the Lender. In any event, the Availability Period shall not exceed the Grace Period. Any portion of the Facility undrawn at the end of the Availability Period or the extension thereof shall be automatically canceled. Before the end of the Availability Period, the Borrower shall not, without the consent of the Lender, cancel all or any part of the undrawn Facility.

3.4 The Lender shall not be obliged to make any disbursement under this Agreement unless it has received all the documents set forth in Article 3.1 or 3.2 and has determined after examination that the conditions precedent to the drawdown of the Facility by the Borrower have been satisfied. For those conditions which have not been satisfied by the Borrower, the Lender may require the remedy by the Borrower within a specified period. In the event that the Borrower fails to remedy within a reasonable period of time, the Lender may refuse to make the disbursement.

3.5 Forthwith upon the making by the Lender of the disbursement in accordance with the Irrevocable Notice of Drawdown, the Lender shall be deemed as having completed its disbursement obligation under this Agreement and such disbursement shall become the indebtedness of the Borrower. The Borrower shall repay to the Lender the principal amount drawn and outstanding under the Facility together with any interest accrued thereon in accordance with this Agreement.

3.6 The Lender shall not be under any obligation to make any further Disbursement under the Facility if the aggregate amount of the Disbursements made under this Agreement would exceed the principal amount of the Facility.

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ARTICLE 4 REPAYMENT OF PRINCIPAL AND PAYMENT OF INTEREST

4.1 The Borrower is obligated to repay to the Lender all the principal amount drawn and outstanding under the Facility, all the interest accrued thereon and such other amount payable by the Borrower in accordance with the terms and conditions of this Agreement. Without the written consent of the Lender, the Maturity Period shall not be extended.

4.2 The Borrower shall pay interest on the principal amount drawn and outstanding under this Agreement at the rate set forth in Article 2.2. The interest shall be calculated on the basis of the actual number of days elapsed and a 360 day year, including the first day of the Interest Period during which it accrues but excluding the last, and shall be paid in arrears on each Interest Payment Date. If any payment to be made by the Borrower hereunder falls due on any day which is not a Banking Day, such payment shall be made on the immediately preceding Banking Day.

4.3 All the principal amount drawn under this Agreement shall be repaid to the Lender by Twenty-Six (26) equal installments on each Repayment Date of Principal and Interest within the Repayment Period and the Final Repayment Date in accordance with the Repayment Schedule as Appendix 10 sent by the Lender to the Borrower after the expiration of the Availability Period.

4.4 Any payments or repayments made by the Borrower under this Agreement shall be remitted to the following account or any other account from time to time designated by the Lender on the Repayment Date of Principal and Interest of each year:

Payee: The Export-Import Bank of China

Opening Bank: Business Department, Bank of China, Head Office
(SWIFT CODE: BKCHCNBJBKD)

Account No.: 778407900258

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4.5 The Lender shall open and maintain on its book a lending account for the Borrower entitled "The Government of the Republic of Rwanda represented by the Ministry of Finance and Economic Planning of Rwanda Account on Bugesera International Airport Road (Sonatubes- Gahanga- Akager) Project" (hereinafter referred to as the "**Borrower's Account**") to record the amount owing or repaid or paid by the Borrower. The amount of the Facility recorded as drawn and outstanding in the Borrower's Account shall be the evidence of the Borrower's indebtedness owed to the Lender and shall be binding on the Borrower in the absence of manifest error.

4.6 Both the Borrower and the Lender shall keep accurate book records of any disbursement under the Facility and repayment of principal and interest under this Agreement and shall verify such records once a year.

4.7 The Borrower may prepay the principal amount drawn and outstanding under the Facility by giving the Lender a 30 days' prior written notice, and such prepayment shall be subject to the consent of the Lender. At the time of prepayment, the Borrower shall also pay to the Lender all interest accrued on the prepaid principal in accordance with Article 4.2 up to the date of prepayment. Any prepayment made pursuant to this Article shall reduce the amount of the repayment installments in inverse order of maturity.

**ARTICLE 5 REPRESENTATIONS AND WARRANTIES BY THE
BORROWER**

The Borrower hereby represents and warrants to the Lender as follows:

5.1 The Borrower is the Government of the Republic of Rwanda (the Borrower's Country) and represented by the Ministry of Finance and Economic Planning of Rwanda and has full power, authority and legal rights to borrow the Facility on the terms and conditions hereunder.

5.2 The Borrower has completed all the authorizations, acts and procedures as required by the laws of the Borrower's Country in order for this Agreement to constitute

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valid and legally binding obligations of the Borrower in accordance with its terms, including obtaining all the approvals and authorizations from relevant authorities of the Borrower's Country, and effecting all the registrations or filings as required by the laws of the Borrower's Country, and such approvals, authorizations, registrations and filings are in full force and effect.

5.3 As from the date on which this Agreement becomes effective, this Agreement constitutes legal, valid and binding obligation of the Borrower.

5.4 The Borrower is not in default under any law or agreement applicable to it, the consequence of which default could materially and adversely affect its ability to perform its obligations under this Agreement and no Event of Default has occurred under this Agreement.

5.5 The signing of this Agreement by the Borrower constitutes, and the Borrower's performance of its obligations under this Agreement will constitute commercial acts. Neither the Borrower nor any of its assets other than (a) property to be used in connection with a military activity that is of a military character or is under the control of a military authority or defense agency of Borrower, and (b) property of Borrower subject to the Vienna Convention on Diplomatic Relations or the Vienna Convention on Consular Relations that is being used exclusively for diplomatic or consular purposes (hereinafter referred as the "Excluded Assets"), is entitled to any right of immunity on the grounds of sovereign or otherwise from arbitration, suit, execution or any other legal process with respect to its obligations under this Agreement, as the case may be, in any jurisdiction.

5.6 All information supplied to the Lender by the Borrower is true and accurate in all material respects.

The Borrower represents and warrants to the Lender that the foregoing representations and warranties will be true and accurate throughout the Maturity Period with reference to the facts and circumstances subsisting from time to time. The Borrower acknowledges that the Lender has entered into this Agreement in reliance upon the representations and warranties contained in this Article.

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ARTICLE 6 SPECIAL COVENANTS

6.1 The Borrower hereby covenants to the Lender that the obligations and liabilities of the Borrower under this Agreement are direct, unconditional and general obligations and rank and will rank at least pari passu in right of payment and security with all other present or future unsecured and unsubordinated indebtedness (both actual and contingent) of the Borrower. Any preference or priority granted by the Borrower to such indebtedness shall be forthwith applicable to this Agreement without prior request from the Lender.

6.2 The Borrower undertakes with the Lender that it will ensure that all amounts disbursed under this Agreement be used for the purposes specified in Article 2.4 and Article 2.5 and that it will pay the interest and any other payable amounts hereunder and repay the principal to the Lender in accordance with the terms and conditions hereunder. The performance by the Borrower of all its obligations under this Agreement shall be unconditional under all circumstances.

6.3 All payments by the Borrower under this Agreement shall be paid in full to the Lender without set-off or counterclaim or retention and free and clear of and without any deduction or withholding for or on account of any taxes or any charges. In the event the Borrower is required by law to make any such deduction or withholding from any payment hereunder, then the Borrower shall forthwith pay to the Lender such additional amount as will result in the immediate receipt by the Lender of the full amount which would have been received hereunder had no such deduction or withholding been made.

6.4 The Borrower hereby covenants to the Lender that it will take immediate steps and fulfill all the conditions necessary to maintain in full force and effect all approvals, authorizations, registrations and filings specified in Article 5.2.

6.5 The Borrower will include all amounts due and payable, or to fall due and payable to the Lender hereunder in each of its annual budgets during each fiscal year.

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However, the Borrower's failure to include corresponding allocation in its budget shall not in any way reduce or affect its obligations under the Loan Agreement or to be used as a defense for the failure to make any payment due under the Loan Agreement.

6.6 The Borrower shall submit to the Lender the following documents and hereby covenants to the Lender that the information contained in such documents is true and accurate:

(1) The Borrower shall submit to the Lender semi-annually during the Maturity Period reports on the actual progress and operation status of the Project and the utilization of the disbursed Facility proceeds.

(2) The Borrower shall supply to the Lender any other information pertaining to the performance of this Agreement at any time reasonably requested by the Lender.

6.7 The Lender shall be entitled to examine and supervise the utilization of the proceeds of the Facility and the performance of this Agreement. The Borrower shall facilitate the aforesaid examination and supervision of the Lender, including without limitation cause the relevant authority to issue the long-term multiple entry visa of the Borrower's country to loan officer of the Lender.

6.8 During the Maturity Period, the Borrower shall inform in writing the Lender within 30 days from the date on which the following events occur:

(1) any material decision, change, accident and other significant facts pertaining to the Project or the Borrower;

(2) any change of the authorized persons and the specimen of their signatures involved in the drawdown of the Facility under this Agreement;

(3) any change of the communication address of the Borrower specified in Article 8.8;

(4) the occurrence of any Event of Default specified in Article 7;

(5) any significant amendment or supplement to the Commercial Contract;

6.9 The Borrower undertakes with the Lender that so long as any sum remains outstanding under this Agreement, the Borrower will not engage in the activities which, in

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the opinion of the Lender, will materially and adversely affect the performance of the Borrower's obligations under this Agreement.

6.10 The Borrower undertakes with the Lender that at the request of the Lender, the Borrower will provide the Lender within six months of completion of the Project with the Project completion summary report and provide within the period as required by the Lender the documents and materials for the post project evaluation. The Borrower shall ensure the authenticity, accuracy, validity and integrity of the documents and materials provided.

6.11 The Borrower hereby represents, warrants and undertakes that its obligations and liabilities under this Agreement are independent and separate from those stated in agreements with other creditors (whether official creditors, Paris Club creditors or other creditors), and the Borrower shall not seek from the Lender any kind of comparable terms and conditions which are stated or might be stated in agreements with other creditors.

6.12 Due to the fact that the Commercial Contract is denominated in US Dollar while the Facility is denominated and disbursed in RMB, it may occur the situation that the Facility may not cover one hundred percent of the amount of the Commercial Contract. The Borrower hereby undertakes with the Lender that the Borrower will raise any and all shortage amount not covered by the Facility under the Commercial Contract to ensure the smooth implementation of the Project till the completion of the Project.

ARTICLE 7 EVENTS OF DEFAULT

7.1 Each of the following events and circumstances shall be an Event of Default:

(1) The Borrower, for any reason, fails to pay any due and payable principal, interest, Commitment Fee, Management Fee or other sums in accordance with the provisions hereof;

(2) Any representation and warranty made by the Borrower in Article 5 ,

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Article 6 or other Articles of this Agreement, or any certificate, document and material submitted and delivered by the Borrower pursuant to this Agreement proves to have been untrue or incorrect in any material respect ;

(3) The Borrower fails to punctually perform any of its other obligations under this Agreement or is in breach of any of its covenants and undertakings made under this Agreement, and does not remedy such breach to the satisfaction of the Lender within 30 days after receipt of written notice from the Lender requiring it to do so;

(4) Any other event which constitutes a default of the Borrower occurs in respect of any other agreement involving the borrowing of money or any guarantee between the Borrower and any other banks or financial institutions;

(5) Significant changes have occurred with respect to the Project or the Borrower, either of which, in the opinion of the Lender, may have material adverse effect on the ability of the Borrower to perform its obligations under this Agreement;

(6) The Borrower stops or suspends repayment to its creditors generally;

7.2 Upon the occurrence of any of the aforesaid Event of Default, the Lender may, by written notice to the Borrower, terminate the disbursement of the Facility, and/or declare all the principal and accrued interest and all other sums payable hereunder to be immediately due and payable by the Borrower without further demand, notice or other legal formality of any kind.

7.3 Where there occurs any change of the laws or government policies in the country of either the Lender or the Borrower, which makes it impossible for either the Lender or the Borrower to perform its obligations under this Agreement, the Lender may, by written notice to the Borrower, terminate the disbursement of the Facility, and/or declare all the principal and accrued interest and all other sums payable hereunder to be immediately due and payable by the Borrower without further demand, notice or other legal formality of any kind.

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ARTICLE 8 MISCELLANEOUS

8.1 The Borrower hereby irrevocably waives any immunity on the grounds of sovereign or otherwise for itself or its property other than Excluded Assets in connection with any arbitration proceeding pursuant to Article 8.5 hereof or with the enforcement of any arbitral award pursuant thereto.

8.2 Without prior written consent of the Lender, the Borrower may not assign or transfer all or any part of its rights or obligations hereunder in any form to any third party. The Lender is entitled to assign or transfer all or any part of its rights, interests and obligations hereunder to a third party with notice to the Borrower. The Borrower shall sign all such documents and do necessary acts and things as the Lender may reasonably require for the purpose of perfecting and completing any such assignment and transfer, provided that any costs incurred by the Borrower in connection therewith shall be borne by the Lender.

8.3 This Agreement is legally independent of the relevant Commercial Contract. Any claims or disputes arising out of the Commercial Contract shall not affect the obligations of the Borrower under this Agreement.

8.4 This Agreement as well as the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of China.

8.5 Any dispute arising out of or in connection with this Agreement shall be resolved through friendly consultation. If no settlement can be reached through such consultation, each party shall have the right to submit such dispute to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The arbitration shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be final and binding upon both parties. The arbitration shall take place in Beijing.

8.6 The Borrower hereby irrevocably designates the Embassy of the Republic of Rwanda in China with its address at No. 30, Xiu Shui Bei Jie, Beijing, China as its

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authorized agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or other legal documents in China. If for any reason the agent named above (or its successor) no longer serves as agent of the Borrower to receive legal documents as aforesaid, the Borrower shall promptly designate a successor agent satisfactory to the Lender. The Borrower hereby agrees that, any such legal documents shall be sufficiently served on it if delivered to the agent for service at its address for the time being in Beijing, whether or not such agent gives notice thereof to the Borrower.

8.7 The Borrower shall keep all the terms, conditions and the standard of fees hereunder or in connection with this Agreement strictly confidential. Without the prior written consent of the Lender, the Borrower shall not disclose any information hereunder or in connection with this Agreement to any third party unless required by applicable law.

8.8 All notices or other documents in connection with this Agreement shall be in writing and shall be delivered or sent either personally or by post or facsimile to the following respective address or facsimile number of both parties; in the event that the following address or facsimile number of any party hereunder has changed, such party shall immediately inform the other party in the way set out in this Agreement:

To the Lender: Concessional Loan Dept.
The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing, 100031
People's Republic of China
Fax No.: +86 10 83579677
Telephone: +86 10 83578464
Contact Person: Ms. SHI Meng

To the Borrower: Ministry of Finance and Economic Planning of Rwanda
P.O.BOX 158, Kigali, Rwanda
Fax No.: +250 252 577581
Telephone: +250 252 575756
Contact Person: Mr. Caleb Rwamuganza (Permanent Secretary and
Secretary to the Treasury)

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Any notice or document so addressed to the relevant party under this Agreement shall be deemed to have been delivered:

- (1) if sent by personal delivery: at the time of delivery;
- (2) if sent by post: 15 days after posting (excluding Saturdays, Sundays and statutory holidays);
- (3) if sent by facsimile, when the notice or document is dispatched by fax machine .

8.9 This Agreement shall be signed in the English language. The notes and other written documents delivered between the Borrower and the Lender under this Agreement shall all be written in English.

8.10 Unless otherwise provided, no failure or delay by the Lender in exercising any of its rights, power or privilege under this Agreement shall impair such right, power or privilege or operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

8.11 The appendices to this Agreement shall be deemed as an integral part of this Agreement and have the same legal effect as this Agreement.

8.12 Matters not covered in this Agreement shall be settled through friendly consultation and signing of supplementary agreements between the Borrower and the Lender.

ARTICLE 9 CONDITIONS TO EFFECTIVENESS

9.1 This Agreement shall become effective upon the satisfaction of the following conditions:

- (1) This Agreement has been duly signed by the Lender and the Borrower;
- (2) The Lender has received copies of the approval issued by the relevant

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authorities of the Borrower's Country approving the borrowing by the Borrower hereunder;

9.2 The effective date of this Agreement shall be the date specified in the Notice of Effectiveness of Loan Agreement sent by the Lender to the Borrower after all the conditions precedent to the effectiveness of this Agreement have been fully satisfied.

9.3 In the event that this Agreement fails to become effective within one year after signing by the parties, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.

9.4 This Agreement shall be made in two counterparts with equal legal effect.

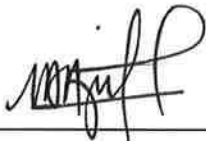


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IN WITNESS WHEREOF, the two parties hereto have caused this Agreement to be duly signed on their respective behalf, by their duly authorized representatives, on the date stated at the beginning of this Agreement.

Signed by: (signature)

Signed by : (signature)



Name: Uzziel NDAGIJIMANA

Name: HU Xiaolian

**Title: Minister of Finance and Economic
Planning of Rwanda**

Title: Chairman of the Board

on behalf of

**The Government of the Republic of
Rwanda represented by The Ministry of
Finance and Economic Planning of
Rwanda**

on behalf of

The Export-Import Bank of China

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Appendices:

1. Conditions Precedent to the First Drawdown
2. Conditions Precedent to Each Drawdown after the First Drawdown
3. Power of Attorney (for Signing)
4. Power of Attorney (for Drawdown)
5. Form of Irrevocable Notice of Drawdown
6. Form of Legal Opinion
7. Irrevocable Power of Attorney of Borrower's Process Agent
8. Letter of Confirmation
9. Form of Notice of Effectiveness of Loan Agreement
10. Form of Repayment Schedule



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Appendix 1
Conditions Precedent to the First Disbursement

Upon the Borrower's application to the Lender for the making of the first disbursement, the Lender shall not be obliged to make any such disbursement to the Borrower unless the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction:

- (1) Copies of this Agreement which have been duly signed by all parties thereto respectively and have become effective;
- (2) Certified true copies of the Commercial Contract and other relevant documents in connection therewith acceptable to the Lender which have been duly signed by all parties thereto and have become effective;
- (3) Drawdown schedule submitted by the Borrower which has been recognized and accepted by the Lender;
- (4) The authorization of the Borrower, by which the Borrower authorizes one or more representatives to sign this Agreement, Irrevocable Notice of Drawdown and any other documents in relation to this Agreement, and the signature specimen of such authorized representatives.
- (5) Certified true copies of any and all documents which could evidence that the Management Fee and Commitment Fee payable hereunder have been paid by the Borrower to the Lender in accordance with the provisions of Article 2.6 and Article 2.7;
- (6) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower, and sent by courier or authenticated SWIFT not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;

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- (7) Legal opinion in the form and substance set forth in Appendix 6 or in the form and substance otherwise approved by the Lender in writing issued by the Ministry of Justice or other governmental institutions with the similar authority of the Borrower's Country in connection with the transactions contemplated hereunder;
- (8) The irrevocable power of attorney to the process agent by the Borrower named in Article 8.6 in the form set forth in Appendix 7 or in the form and substance otherwise approved by the Lender in writing and the written confirmation of acceptance of appointment by such process agent in the form of Appendix 8 or in the form and substance otherwise approved by the Lender in writing;
- (9) Certified true copy of Supervision Contract under this Project which has been duly signed;
- (10) Certified true copy of Design Sub-contract which has been duly signed by the Chinese Supplier and the relevant parties, and acceptable to the Lender.
- (11) The land acquisition and resettlement plan of the Project as well as the document(s) evidencing that the fund in connection with land acquisition and resettlement has been arranged in fiscal budget, these documents should be submitted by the Borrower and acceptable to the Lender;
- (12) Such other document(s) or condition(s) relating to the transactions under this Agreement as the Lender may reasonably request.

In the event that the Borrower fails to fulfill the above conditions within one year after the effectiveness of this Agreement, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.

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Appendix 2
Conditions Precedent for Each Disbursement after the First Disbursement

For each disbursement after the first disbursement hereunder, the Lender shall not be obliged to make any such disbursement to the Borrower unless all the conditions precedent set out in Appendix 1 attached hereto have been satisfied, the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction:

- (1) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower, and sent by courier not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;
- (2) No Event of Default has occurred (or will likely to occur as a result of the drawdown being made) under this Agreement;
- (3) All representations, warranties, and undertakings made by the Borrower hereunder shall be true and correct as at the date such drawdown is scheduled to be made with reference to the facts and circumstances then subsisting;
- (4) The Borrower has paid the interest due and payable under this Agreement in accordance with Article 4;
- (5) The Borrower has paid the Commitment Fee due and payable under this Agreement in accordance with Article 2.7;
- (6) The Facility hereunder has not been terminated;
- (7) Such other document(s) and condition(s) as the Lender may reasonably request.

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Appendix 3
Power of Attorney (for Signing the Agreement)

I, _____ (Name of the Authorizing Person), am _____ (Title of the Authorizing Person) of _____ (hereinafter referred as the "Institution"). I hereby confirm that I have the full legal right and authority to sign the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as the "Agreement") on behalf of the Institution. However, in the event that I am not available when the Agreement is required to be signed, I hereby authorize Mr. _____ (hereinafter referred as the "Authorized Signatory"), _____ (Title of the Authorized Signatory) of the Institution, to sign the Agreement and other notices and documents in connection therewith on behalf of the Institution.

Signature: _____

Title: _____

Date: _____

Specimen Signature of the Authorized Signatory:

Name: _____

Title: _____

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CHINA EXIMBANK GCL NO.(2018) 19 TOTAL NO.(661)

Appendix 4
Power of Attorney (for Drawdown)

I, _____ (Name of Authorizing Person), am _____ (Title of the Authorizing Person) of _____ (hereinafter referred as the "Institution"). I hereby confirm that I have the full legal right and authority to make drawdowns on behalf of the Institution in accordance with the terms and conditions of the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as the "Agreement"). In the event that I am not available when a drawdown is to be made, I confirm that I hereby authorize Mr. _____ (hereinafter referred as the "Authorized Signatory"), _____ (Title of the Authorized Signatory) of the Institution, to make the drawdown under the Agreement, to sign the documents and to handle other matters in connection therewith on behalf of the Institution.

Signature: _____

Title: _____

Date: _____

Specimen Signature of the Authorized Signatory:

Name: _____

Title: _____

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Appendix 5
FORM OF IRREVOCABLE NOTICE OF DRAWDOWN
(BY EXPRESS DELIVERY OR TESTED SWIFT)

From: _____ (the Borrower)
To: The Concessional Loan Department
The Export-Import Bank of China
No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031
People's Republic of China

Serial No: _____
Date: _____

Dear Sir or Madam,

Pursuant to Article 3 of the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as the "Agreement") between _____ (the "Borrower") and the Export-Import Bank of China (the "Lender"), we hereby instruct and authorize you to make a payment as follows:

Amount: _____ (Currency: RMB)
Word Figure: _____ (Currency: RMB)
_____ (Please fill in "Please pay in _____ (foreign currency)" in case that a drawdown in a foreign currency approved by the Lender is needed)

Payee: _____
Account Bank: _____
Account No.: _____
Date of Payment: _____

This payment is made to the _____ Invoice (Invoice No. _____) under the _____ Contract (Contract No.: _____), and for the payment of _____ (purpose).

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We hereby authorize you to debit the account mentioned in Article 4.5 of the Agreement with such amount of payment in Renminbi in accordance with Article 2.1 of the Agreement.

We hereby confirm that your above-mentioned payment shall be deemed a drawdown made by us under the Agreement and upon your payment pursuant to this Irrevocable Notice of Drawdown, the amount of payment shall forthwith constitute our indebtedness to you accordingly. We shall repay such amount to you together with any interest accrued thereon in accordance with the terms and conditions of the Agreement.

We further confirm that the representations and warranties and covenants made by us in Article 5 and Article 6 of the Agreement remain true and correct as of the date of this Irrevocable Notice of Drawdown, and none of the events referred to in Article 7 of the Agreement has occurred and continuously exists.

Terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

This notice once given shall be irrevocable.

_____ (Full Name of the Borrower)

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Appendix 6
Form of Legal Opinion

To: The Export-Import Bank of China

Date: _____

Dear Sirs,

Re: The Government Concessional Loan Agreement on the _____ Project (No. _____)

We are Ministry of Justice, Attorney-General, a law firm _____, qualified and authorized to issue this legal opinion in connection with the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, the "Loan Agreement") between the Export-Import Bank of China as the lender (the "Lender") and _____ as the borrower (the "Borrower").

For the purposes of this legal opinion, we have examined copies of the following documents:

- (1) the executed Loan Agreement;
- (2) Such laws and regulations and such other documents, certificates, records and instruments as necessary and appropriate to render the opinions hereinafter set forth.

This legal opinion is given on the basis of the laws of the Republic of Rwanda effective as at the date hereof.

Based on the foregoing, we are of the opinion that:

1. The Borrower is an institution duly established and validly existing under the laws of the Republic of Rwanda, and has power, authority and legal right to assume civil liabilities with its assets.

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2. The Borrower has full power, authority and legal right to enter into and perform its obligations under the Loan Agreement and has taken all necessary action to authorize the signing, delivery and performance of the Loan Agreement and the Minister of Finance and Economic Planning of the Borrower has been duly authorized and has the power to sign the Loan Agreement on behalf of the Borrower.
3. The Loan Agreement has been duly signed by the Borrower, and constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms.
4. The signing, delivery and performance of the Loan Agreement by the Borrower do not violate or conflict with or result in a breach of any law or regulation of the Republic of Rwanda.
5. All authorizations and consents of any authority in the Republic of Rwanda required in connection with the signing, delivery and performance of the Loan Agreement by the Borrower have been obtained and are in full force and effect, including making payments in foreign currencies under the Loan Agreement and making the Loan Agreement admissible in evidence in the courts of the Republic of Rwanda.
6. No registration fee or similar tax or stamp duty is payable in the Republic of Rwanda in respect of the Loan Agreement by the Borrower and the Lender. No withholding would be made in respect of any payment to be made by the Borrower to the Lender under the Loan Agreement.
7. The signing and performance of the Loan Agreement by the Borrower constitute commercial acts, and the declaration that the Borrower shall not have any right of immunity in connection with any proceedings or any enforcement of an arbitral award or court decision on the grounds of sovereignty or otherwise is valid and irrevocably binding on the Borrower.
8. The payment obligations of the Borrower under the Loan Agreement rank at least pari passu with all its other unsecured and unsubordinated indebtedness except those which are mandatorily preferred by operation of the Republic of Rwanda law.
9. The choice of Chinese law as the governing law under the Loan Agreement is a valid choice of law. The submission of any dispute arising out of or in connection with the Loan

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CHINA EXIMBANK GCL NO.(2018) 19 TOTAL NO.(661)

Agreement by the Borrower to the China International Economic and Trade Arbitration Commission for arbitration under the Loan Agreement does not contravene any law of the Republic of Rwanda. The appointment by the Borrower of a process agent in China does not violate any provision of any law or regulation of the Republic of Rwanda.

10. The Lender is not and will not be deemed to be resident, domicile or having an establishment in the Republic of Rwanda by reason only of the execution, delivery, performance and/or enforcement of the Loan Agreement.

This legal opinion is strictly limited to the matters stated herein and may be relied upon only by you in respect of the captioned matter. It may not be relied upon for any other purposes and may not be disclosed to any other persons without our consent.

Yours faithfully,

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Appendix 7
Irrevocable Power of Attorney
(Appointment of the Borrower's Process Agent)

Date: _____

Dear Sirs:

We refer to the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as "the Agreement"). We hereby appoint you under the Agreement as our agent for the sole purpose of receiving for us and on our behalf service of any legal documents issued by China International Economic and Trade Arbitration Commission (CIETAC) and its appellate court in respect of any legal action or proceedings arising out of or in connection with the Agreement. We hereby confirm that we shall as soon as possible provide you with a true and correct copy of the Agreement and all relevant related documents. We further hereby confirm that your obligations as our agent are limited to those set out in the paragraphs below and that any other services will only be on our specific request and subject to your agreement and to your customary legal fees. Your obligations are:

(1) Promptly to forward to us (to the extent lawful and possible) by registered post prepaid express airmail addressed as hereafter shown, or by such expeditious means as you may deem appropriate, the original or a copy of any notice of arbitration received by you:

Attention:

Tel:

or to such other address as we may from time to time request in a notice to you sent by registered post prepaid express airmail and marked "For the Attention of the person in charge of Service of Process/ Re: Service of Process";

(2) Perform the duties as Process Agent in accordance with the Agreement.

We should be grateful if you would indicate your acceptance of your appointment by signing the

CHINA EXIMBANK GCL NO.(2018) 19 TOTAL NO.(661)

form of acknowledgement contained in the duplicate of this letter and returning the same to us or to such other person as we may identify to you.

Yours faithfully,

Name:



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Appendix 8
Letter of Confirmation

To: (name of the Borrower)

Date: _____

We hereby acknowledge receipt of the letter dated _____ from the _____ (the Borrower), the above is a true copy of which, and agree to our appointment under it to receive on behalf of _____ (the Borrower) service of legal documents issued out of China International Economic and Trade Arbitration Commission (CIETAC) and its appellate court in any legal action or proceedings arising out of or in connection with the Agreement referred to in that letter.

Yours faithfully,

Name:

Title:

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Appendix 9
Form of Notice of Effectiveness of Loan Agreement

From: The Export-Import Bank of China

No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031.

People's Republic of China

To: _____ (the Borrower)

Date: _____

Dear Sirs,

Pursuant to Article 9 of the Government Concessional Loan Agreement on the _____ Project (No. _____, hereinafter referred to as "the Agreement") dated _____ between _____ (the "Borrower") and the Export-Import Bank of China (the "Lender"), we hereby inform you that:

- (a) all the conditions as set out in Article 9.1 of the Agreement have been satisfied;
- (b) The Agreement shall become effective on and from the date hereof.

The Export-Import Bank of China

(Signature of Authorized Signatory)



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Appendix 10

Form of Repayment Schedule

Concerning the Government Concessional Loan Agreement on the _____ Project
dated _____ (No. _____)

Number of Installments	Date Due	Amount In Renminbi
1		
2		
3		
4		
5		
6		
7		
8		
Total		

Note: The amount appeared in this schedule just refer to repayment of the Principal of the Loan under the Government Concessional Loan Agreement on the _____ Project dated _____ (No. _____), while the interest accrued shall be paid according to the provisions of Article 4 of the aforesaid Agreement.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko-teka n°002/2018/D.L ryo ku wa 06/09/2018 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 23 Nyakanga 2018, hagati ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu n'ibihumbi magana atatu by'Amadolari y'Abanyamerika (50.300.000 USD) agenewe umushinga w'umuhanda ugana ku kibuga cy'indege mpuzamahanga cya Bugesera (Sonatubes-Gahanga-Akagera)

Kigali, ku wa 06/09/2018

(sé)

KAGAME Paul

Perezida wa Repubulika

(sé)

Dr NGIRENTE Edouard

Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

BUSINGYE Johnston

Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Decree-Law n°002/2018/D.L of 06/09/2018 approving the ratification of the Loan Agreement signed at Kigali, Rwanda on 23 July 2018, between the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of fifty million three hundred thousand American Dollars (USD 50,300,000) for Bugesera international airport road (Sonatubes-Gahanga-Akagera) project

Kigali, on 06/09/2018

(sé)

KAGAME Paul

President of the Republic

(sé)

Dr NGIRENTE Edouard

Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston

Minister of Justice/Attorney General

Vu pour être annexé au Décret-Loi n°002/2018/D.L du 06/09/2018 approuvant la ratification de l'Accord de Prêt signé à Kigali, au Rwanda le 23 juillet 2018, entre la République du Rwanda et la Banque d'Import-export de Chine, relatif au prêt de cinquante millions trois cent mille Dollars Américains (50.300.000 USD) pour le projet de la route de l'aéroport international de Bugesera (Sonatubes- Gahanga- Akagera)

Kigali, le 06/09/2018

(sé)

KAGAME Paul

Président de la République

(sé)

Dr NGIRENTE Edouard

Premier Ministre

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston

Ministre de la Justice/Garde des Sceaux

ITEGEKO-TEKA N° 003/2018/D.L RYO KU WA 06/09/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 23 NYAKANGA 2018, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UBUHINDI Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA Z'AMADOLARI Y'ABANYAMERIKA (100.000.000 USD) AGENEWE GUTEZA IMBERE ZONE ZIHARIYE MU BY'UBUKUNGU EBYIRI NO KWAGURA ZONE YIHARIYE MU BY'UBUKUNGU YA KIGALI

DECREE-LAW N° 003/2018/D.L OF 06/09/2018 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA, ON 23 JULY 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF INDIA, RELATING TO THE CREDIT OF ONE HUNDRED MILLION AMERICAN DOLLARS (USD 100,000,000) FOR THE DEVELOPMENT OF TWO SPECIAL ECONOMIC ZONES AND EXPANSION OF THE KIGALI SPECIAL ECONOMIC ZONE

DECRET-LOI N°003/2018/D.L DU 06/09/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 23 JUILLET 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT D'INDE, RELATIF AU CREDIT DE CENT MILLIONS DE DOLLARS AMERICAINS (100.000.000 USD) POUR LE DEVELOPPEMENT DE DEUX ZONES ECONOMIQUES SPECIALES ET EXPANSION DE LA ZONE ECONOMIQUE SPECIALE DE KIGALI

ISHAKIRO

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Twebwe, KAGAME Paul,
Perezida wa Repbulika;

Dushingiye ku Itegeko Nshinga rya Repbulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo cyane cyane mu ngingo zaryo, iya 92, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Tumaze gusuzuma Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 23 Nyakanga 2018, hagati ya Repbulika y'u Rwanda na Banki y'Ubuhandi y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana z'amadolari y'Abanyamerika (100.000.000 USD) agenewe guteza imbere zone zihariye mu by'ubukungu ebyiri no kwagura zone yihariye mu by'ubukungu ya Kigali;

Inama y'Abaminisitiri yateranye ku wa 08/08/2018

DECREE-LAW N° 003/2018/D.L OF 06/09/2018 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA, ON 23 JULY 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF INDIA, RELATING TO THE CREDIT OF ONE HUNDRED MILLION AMERICAN DOLLARS (USD 100,000,000) FOR THE DEVELOPMENT OF TWO SPECIAL ECONOMIC ZONES AND EXPANSION OF THE KIGALI SPECIAL ECONOMIC ZONE

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 92,120, 122, 167, 168 and 176;

After consideration of the Loan Agreement signed at Kigali, Rwanda, on 23 July 2018, between the Republic of Rwanda and the Export-Import Bank of India, relating to the credit of one hundred million American dollars (USD 100,000,000) for the development of two Special Economic Zones and expansion of the Kigali Special Economic Zone;

After consideration and approval by the Cabinet, in

DECRET-LOI N°003/2018/D.L DU 06/09/2018 AUTORISANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 23 JUILLET 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT D'INDE, RELATIF AU CREDIT DE CENT MILLIONS DE DOLLARS AMERICAINS (100.000.000 USD) POUR LE DEVELOPPEMENT DE DEUX ZONES ECONOMIQUES SPECIALES ET EXPANSION DE LA ZONE ECONOMIQUE SPECIALE DE KIGALI

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 92, 120, 122, 167, 168 et 176;

Après examen de l'Accord de Prêt signé à Kigali, au Rwanda, le 23 juillet 2018, entre la République du Rwanda et la Banque d'Import-export d'Inde, relatif au crédit de cent millions de dollars américains (100.000.000 USD) pour le développement de deux zones économiques spéciales et expansion de la zone économique spéciale de Kigali;

Après examen et adoption par le Conseil des

imaze kubisuzuma no kubyemeza;

its session of 08/08/2018;

Ministres, en sa séance du 08/08/2018;

DUSHYIZEHO ITEGEKO–TEKA RIKURIKIRA:

**DO PROMULGATE THE FOLLOWING
DECREE-LAW:**

**PROMULGUONS LE DECRET-LOI
SUIVANT:**

Ingingo ya mbere: Kwemera kwemeza burundu

Article One: Approval for ratification

**Article premier: Approbation pour
ratification**

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 23 Nyakanga 2018, hagati ya Repubulika y'u Rwanda na Banki y'Ubihindi y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana z'Amadolari y'Abanyamerika (100.000.000 USD) agenewe agenewe guteza imbere zone zihariye mu by'ubukungu ebyiri no kwagura zone yihariye mu by'ubukungu ya Kigali, ari ku mugereka, yemerewe kwemezwa burundu.

The Loan Agreement signed at Kigali, Rwanda, on 23 July 2018, between the Republic of Rwanda and the Export-Import Bank of India, relating to the credit of one hundred million American Dollars (USD 100,000,000) for the development of two Special Economic Zones and expansion of the Kigali Special Economic Zone, in Annex, is approved for ratification.

L'Accord de Prêt signé à Kigali, au Rwanda, le 23 juillet 2018, entre la République du Rwanda et la Banque d'Import-export d'Inde, relatif au crédit de cent millions de Dollars Américains (100.000.000 USD) pour le développement de deux zones économiques spéciales et expansion de la zone économique spéciale de Kigali, en annexe, est approuvé pour ratification.

Ingingo ya 2: Igihe iri tegeko-teka ritangira gukurikizwa

Article 2: Commencement

Article 2: Entrée en vigueur

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

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

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

Kigali, ku wa **06/09/2018**

Kigali, on **06/09/2018**

Kigali, le **06/09/2018**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
Dr NGIRENTE Edouard
Prime Minister

(sé)
Dr NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

Seen and sealed with the Seal of the Republic:

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

UMUGEREKA W'ITEGEKO-TEKA N°003/2018/D.L RYO KU WA 06/09/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 23 NYAKANGA 2018, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UBUHINDI Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA Z'AMADOLARI Y'ABANYAMERIKA (100.000.000 USD) AGENEWE GUTEZA IMBERE ZONE ZIHARIYE MU BY'UBUKUNGU EBYIRI NO KWAGURA ZONE YIHARIYE MU BY'UBUKUNGU YA KIGALI

ANNEX TO DECREE-LAW N° 003/2018/D.L OF 06/09/2018 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA, ON 23 JULY 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF INDIA, RELATING TO THE CREDIT OF ONE HUNDRED MILLION AMERICAN DOLLARS (USD 100,000,000) FOR THE DEVELOPMENT OF TWO SPECIAL ECONOMIC ZONES AND EXPANSION OF THE KIGALI SPECIAL ECONOMIC ZONE

ANNEXE AU DECRET-LOI N° 003/2018/D.L DU 06/09/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 23 JUILLET 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT D'INDE, RELATIF AU CREDIT DE CENT MILLIONS DE DOLLARS AMERICAINS (100.000.000 USD) POUR LE DEVELOPPEMENT DE DEUX ZONES ECONOMIQUES SPECIALES ET EXPANSION DE LA ZONE ECONOMIQUE SPECIALE DE KIGALI

DOLLAR CREDIT LINE AGREEMENT

DATED JULY 23, 2018

BETWEEN

THE GOVERNMENT OF REPUBLIC OF RWANDA

AND

EXPORT-IMPORT BANK OF INDIA



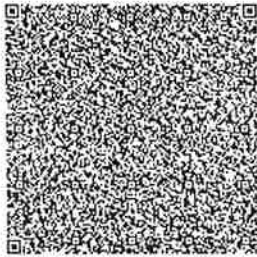
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL48634964055281Q
Certificate Issued Date : 10-Jul-2018 03:08 PM
Account Reference : IMPACC (IV)/ di971203/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL97120301290041102393Q
Purchased by : EXPORT IMPORT BANK OF INDIA
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : EXPORT IMPORT BANK OF INDIA
Second Party : Not Applicable
Stamp Duty Paid By : EXPORT IMPORT BANK OF INDIA
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

This stamp paper forms an integral part of Dollar Credit Line Agreement dated July 23, 2018 executed between the Government of the Republic of Rwanda and Export-Import Bank of India for USD 100,000,000.

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

I N D E X

<u>Clause No.</u>	<u>Particulars</u>
1.	Definitions
2.	Amount of the Credit
3.	Eligibility of Contract to be financed out of the Credit
4.	Disbursements out of the Credit
5.	Interest
6.	Repayment
7.	Fee(s)
8.	Default Interest
9.	Conditions Precedent
10.	Anti-Corruption Law
11.	Integrity
12.	General Conditions to form part of Credit Agreement

SCHEDULE

General Conditions

ANNEXURES

Annexure I	Guidelines for Bidding and Procurement Procedures
Annexure II	Format of Contract Approval
Annexure III	Format of Payment Authorization
Annexure IV	Format of Legal opinion of Legal Counsel of the Borrower with respect to the Credit Agreement
Annexure V	Format of Authentication of Specimen Signature



THIS AGREEMENT made as of 23rd day of July, 2018 between **the Government of the Republic of Rwanda represented herein by Dr. Uzziel NDAGIJIMANA, Minister of Finance and Economic Planning** (hereinafter referred to as "**the Borrower**" which expression shall, unless the context or subject otherwise requires, include its successors and permitted assigns) of the **One Part** and **EXPORT-IMPORT BANK OF INDIA**, a corporation established under the Export-Import Bank of India Act, 1981 (an enactment by the Parliament of India) and having its Head Office at Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai-400 005, India (hereinafter referred to as "**Exim Bank**", which expression shall, unless the context or subject otherwise requires, include its successors and assigns) of the **Other Part**

WHEREAS :

- (i) it has been agreed between the parties hereto for the provision by Exim Bank of a Credit to the Borrower upto an aggregate sum of \$ 100,000,000 (Dollars One Hundred Million Only) for the purpose of financing the Development of two SEZs and expansion of the Kigali SEZ, in the Borrower's Country;
- (ii) the parties hereto are desirous of recording the terms and conditions of the Credit.

NOW THEREFORE IT IS HEREBY AGREED by and between Exim Bank and the Borrower as follows:-

1. Definitions:

In this Agreement and in the Schedules hereto, unless the context shall otherwise require, the following expressions shall have the meanings respectively assigned to them as under :-

"Advance" means each disbursement of a portion of the Credit in accordance with Clause 4 hereof, or as the context may require, the principal amount thereof outstanding;

"Borrower's Country" means the Republic of Rwanda;

"Business Day" means any day on which Exim Bank and banks (as applicable) shall remain open for business in Mumbai, Kigali, New York and London for the purpose contemplated by the Agreement;

"Buyer" means a buyer in the Borrower's Country in relation to an Eligible Contract;




“Consultant / Project Management Consultant (PMC)” means the Indian consultant being appointed by the Borrower for preparation of DPR, procurement of goods, project management as per the specified needs of the Borrower’s Country and to carry out any other consultancy services for the Project;

“Credit” means the whole or any part of the Credit referred to in Clause 2 hereof, and where the context so requires, the principal amount thereof outstanding from time to time;

“Detailed Project Report” or “DPR” means the report forming the basis for grant of the Credit prepared in terms of extant guidelines issued by the Government of India;

“Dollars” and the sign “\$” mean the lawful currency of the United States of America;

“Effective Date of the Agreement” means the date on which this Agreement shall become effective in terms of Clause 9.1 hereof;

“Eligible Contract” means a contract as is considered eligible under Clause 3 hereof to be financed out of the Credit;

“Eligible Goods and Services” in respect of an Eligible Contract means any goods including plant, machinery and equipment, and services including consultancy services required for execution/ completion of the Project, which may be agreed to be financed by Exim Bank under this Agreement, out of which goods and services of the value of at least 75% of the contract price shall be supplied by the Seller from India, and the remaining 25% of goods and services may be procured by the Seller for the purpose of the Eligible Contract from outside India;

“Eligible Value” means, in respect of an Eligible Contract, an amount upto 100% (one hundred per cent) of the FOB (free on board)/CFR (cost & freight)/CIF (cost, insurance & freight)/CIP (carriage and insurance paid to) contract price of the Eligible Contract, that may be made available by Exim Bank to the Borrower out of the Credit in respect of that contract;

“Events of Default” means any of the events mentioned in Section K.1 of the General Conditions or any event which with the giving of notice and/or lapse of time and/or fulfilment of any other requirement may become one of the events mentioned in that Section;

“Excluded Assets” means (i) assets or property owned by Borrower or any of its agencies which is not used for a commercial activity, and (ii)(a) property of the National Bank of Rwanda or other central monetary authority held for its own

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account, (b) property to be used in connection with a military activity that is of a military character or is under the control of a military authority or defense agency of Borrower, (c) property which is protected by non-discriminatory and generally applied Laws of Rwanda as being property which is solely for public use, and (d) property of Borrower subject to the Vienna Convention on Diplomatic Relations or the Vienna Convention on Consular Relations that is being used exclusively for diplomatic or consular purposes.

“**FOB/CFR/CIF/CIP**” means the seaway shipment terms as defined in Incoterms 2010;

“**General Conditions**” means the terms, conditions, covenants, stipulations and other provisions set out in **SCHEDULE** hereto which form an integral part of this Agreement and be deemed to be incorporated herein by reference;

“**Interest Payment Date**” means May 10 and November 10 of each year, on which interest and other payments in terms of this Agreement shall be payable by the Borrower;

“**Interest Period**” means, in relation to an Advance or the Credit, as the case may be, the period ascertained in accordance with Section C of the General Conditions;

“**Interest Rate**” means One point Five per cent (1.50%) per annum at which interest shall be chargeable by Exim Bank on each Advance, or as the case may be, on the outstanding amount of the Credit;

“**Issuing Bank**” means a bank in the Borrower’s Country which shall in that capacity be issuing letters of credit referred to in Clause 3.1 (d) hereof;

“**Negotiating Bank**” means Exim Bank to which documents shall be presented by the Seller for negotiation under letters of credit and through which payment shall be made to the Seller in relation to an Eligible Contract;

“**Payment Authorisation**” means the authorisation to be issued by the Borrower to Exim Bank as provided in **Clause 4.B**, irrevocably authorizing Exim Bank to make payment of the sum therein mentioned to the account of the Seller, whenever a payment needs to be made to the Seller under an Eligible Contract for advance payment and / or for supplies made/services rendered by the Seller in the Borrower’s Country and payment of retention money under the Eligible Contract;

“**Project**” means the project including supply of goods and services for which Exim Bank has agreed to make available the Credit, and the description thereof may be amended from time to time by agreement between the Borrower and Exim Bank;

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“Repayment Date” means, the due date of payment of each instalment of the Credit;

“Seller” means a seller in India in relation to an Eligible Contract and shall include **Consultant / PMC**;

“Shipment” means any mode of dispatch, whether by sea or otherwise, agreed between the Seller and the Buyer;

“Terminal Disbursement Date” means the date falling on expiration of a period of 60 (sixty) months after the scheduled completion date of the Project.

2. Amount of the Credit:

Exim Bank agrees to extend to the Borrower and the Borrower agrees to avail from Exim Bank a Credit of \$ 100,000,000 (Dollars One Hundred Million only) to finance purchase of the Eligible Goods and Services upto the Eligible Value of each Eligible Contract on the terms and conditions herein set out.

3. Eligibility of contract to be financed out of the Credit:

3.1 A contract shall not be eligible to be financed out of the Credit unless:-

- (a) it is for the import of the Eligible Goods and Services into the Borrower’s Country and in the case of any contract which includes rendering of consultancy services, it provides for sourcing consultancy services from India;
- (b) the contract price is specified in Dollars;
- (c) the Borrower has conducted a transparent, non-discriminatory and fair bidding process for selection of the Seller for execution of the contract as per Guidelines for Bidding and Procurement Procedures given at **Annexure I**. The Borrower has ensured that the tendering process for selection of Indian suppliers on the basis of product specifications / eligibility criteria has been developed by the Borrower in consultation with Exim Bank to make the tendering process fair and competitive. The Borrower has also provided a confirmation to Exim Bank to the effect that the Seller has been selected by the Borrower through a competitive bidding process along with details of the procedures adopted for selection of the Seller including the price bids received, the weightages and other relevant criteria adopted in the final selection of the bids;
- (d) the contract requires the Buyer to make payment to the Seller of

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100% (one hundred per cent) of FOB/CFR/CIF/CIP contract price of the Eligible Goods excluding Services, pro-rata against shipments, to be covered under an irrevocable letter of credit in favour of the Seller;

- (e) the Borrower confirms to Exim Bank that any taxes and duties imposed in the borrowing's country on the Eligible Contract shall be exempt or borne by the borrower;
- (f) in the case of services to be rendered by a Seller in the Borrower's Country, or where the contract requires advance payment to be made by the Buyer to the Seller which needs to be financed out of the Credit, the contract provides for the Buyer to cause the Borrower to issue a Payment Authorisation to Exim Bank to enable the Seller to claim payment from Exim Bank of the Eligible Value apportionable to the amount of invoice for such services or, as the case may be, the amount of advance payment; the advance payment shall be made against submission of a recognized bank guarantee by the Seller to the Buyer;
- (g) the contract contains a provision that the Eligible Goods and Services shall be inspected before shipment on behalf of the Buyer and the documents to be furnished by the Seller to the Negotiating Bank under the letter of credit arrangement referred to in sub-clause (d) herein shall include an inspection certificate;
- (h) the contract also contains a provision to the effect that Exim Bank shall not be liable to the Buyer or the Seller for not being able to finance purchase of the Eligible Goods and Services or any portion thereof by reason of suspension or cancellation of any undrawn amount of the Credit in terms of this Agreement;
- (i) the Borrower has sent to Exim Bank brief details of the contract in the format at **Annexure II** and such other documents and information as Exim Bank may require in this behalf, and Exim Bank has, in writing, conveyed inclusion of the contract under the Credit indicating the Eligible Value thereof;
- (j) the contract contains a procurement plan, an operational plan and suitable safeguards for ensuring sustainability and maintenance of the Project during the life of the Project.
- (k) the contract has been concluded within eighteen months from the date of this Agreement;



- 3.2 Details of any amendment to an Eligible Contract agreed to by the parties thereto shall also be furnished by the Borrower to Exim Bank alongwith evidence of approval of the amendment by the Borrower. Provided, however, that Exim Bank's approval hereunder may not be necessary if such amendment is only a variation of technical specifications of the Eligible Goods and Services to be supplied under the contract that does not involve a material change in the scope or object of the contract/ payment terms. The Borrower shall, nevertheless, advise Exim Bank of any such amendment.

4. **Disbursements out of the Credit:**

4.A **Eligible Goods and Services covered by letters of credit:**

- 4.A.1 All letters of credit in pursuance of Clause 3.1 (d) hereof shall be opened by the Issuing Bank in favour of the Seller within such period prior to the relevant Terminal Disbursement Date as may be agreed by Exim Bank after the relative contract is approved by Exim Bank. The letters of credit shall be advised and negotiated through the Negotiating Bank. The letters of credit shall be subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) published by the International Chamber of Commerce, (Publication No.600), and shall be irrevocable. Each letter of credit which shall be for an amount that shall cover the contract price, shall provide for payment to be made to the Seller against presentation of documents as specified in the letter of credit, an inspection certificate and Payment Authorisation;
- 4.A.2 Upon presentation of documents by the Seller to the Negotiating Bank, the Negotiating Bank shall pay to the Seller, an amount being not more than one hundred per cent (100%) of FOB/CFR/CIF/CIP contract value apportionable to the relative shipment as reduced by the amount of advance payment, if any, in equivalent amount at the spot rate of exchange of the Negotiating Bank, by credit to the account of the Seller with such bank as may be specified by it, provided the documents presented are in order and are compliant with the relevant letter of credit.
- 4.A.3 The amount of disbursement that shall have been made by Exim Bank as the Negotiating Bank as mentioned in Clause 4.A.2 shall be deemed to be an Advance made by Exim Bank to the Borrower out of the Credit and the date on which Exim Bank pays or remits the amount from Mumbai to the Seller shall be deemed to be the date of such Advance. Exim Bank shall thereafter, advise the Borrower of the date and amount of Advance. The records of Exim Bank as to the particulars of disbursements and accounts shall be final and binding on the Borrower save for manifest error.
- 4.A.4 Bank charges, expenses, commission or stamp duty payable outside the



Borrower's Country shall be to the account of the Seller and those payable in the Borrower's Country shall be to the account of the relevant Buyer.

4.A.5 Exim Bank shall in no way be liable or responsible for any act or omission in handling the letter(s) of credit or negotiation of documents thereunder.

4.B Disbursements against Payment Authorisation:

4.B.1 The Borrower shall on receiving:

- (i) an invoice from the Seller duly certified by the Buyer representing the amount for supplies made / services rendered by the Seller under an Eligible Contract in the Borrower's Country, or,
- (ii) a request from the Buyer to release advance payment to the Seller, in the case of the amount of advance payment under an Eligible Contract (where such advance payment is agreed to be financed out of the Credit),
- (iii) a request from the Buyer to release retention money to the Seller under an Eligible Contract.

send Payment Authorisation favouring the Seller to Exim Bank in the format given at **Annexure III** for the amount of the Eligible Value apportionable to the relevant invoice/request.

4.B.2 Exim Bank shall on receipt of the original Payment Authorisation of the Borrower transfer the amount mentioned therein to the credit of the Seller in such account and with such bank as the Seller may have notified to Exim Bank.

4.B.3 The amount remitted by Exim Bank to the Seller pursuant to the Payment Authorisation for account of the Seller as aforesaid shall be deemed to be an Advance made by Exim Bank to the Borrower out of the Credit, and the date on which Exim Bank shall pay or remit the said amount from Mumbai to the designated account of the Seller shall be deemed to be the date of such Advance. Exim Bank shall thereafter, advise the Borrower of the date and amount of Advance. The records of Exim Bank as to the amount of disbursement(s) and particulars in the Borrower's account shall be final and binding on the Borrower save for manifest error.

4.C Notwithstanding anything contained hereinabove, Exim Bank shall not be obliged to make any payment to the Seller after the relevant Terminal Disbursement Date or otherwise in excess of the aggregate amount of the Credit facility. The Borrower shall therefore, ensure that Eligible

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Contracts shall be concluded in such a manner that letter(s) of credit in respect of the Eligible Contracts shall be opened within the period specified in Clause 4.A.1 or as the case may be, Payment Authorisation shall be received by Exim Bank and disbursements in respect of the letters of credit and under the Payment Authorisation can be made by Exim Bank on or before the relevant Terminal Disbursement Date and that the aggregate Eligible Value of the Eligible Contracts does not exceed the limit of the Credit.

4. D No part of any Advance(s) made under the Credit shall be applied towards payment of any taxes, whatsoever.

5. Interest:

- 5.1 On each Interest Payment Date, the Borrower shall pay to Exim Bank interest accrued on the principal amount of each Advance or, as the case may be, on the amount of the Credit outstanding during the Interest Period relating thereto at the Interest Rate.
- 5.2 Interest shall accrue from the date of each Advance and shall be calculated on the basis of the actual number of days elapsed (including the first day of the period during which it accrues) using 360 days a year factor.
- 5.3 Interest on other monies which may not be paid when due under the provisions of this Agreement shall also be payable on the relevant Interest Payment Date in the manner specified for payment of interest.
- 5.4 All interest on the outstanding amount of an Advance or the Credit, as the case may be, and on all other monies accruing due under the Credit Agreement shall, if not paid on the respective due dates, carry further interest at the same rate as specified above, computed from the respective due dates and shall become payable upon the footing of compound interest with rests taken or made half-yearly, without prejudice to the provisions of Clause 8 below.

6. Repayment:

The Borrower hereby agrees and covenants to repay to Exim Bank the outstanding principal amount of the Credit after a moratorium of five (5) years from the date of first Advance, in successive half-yearly substantially equal installments over such period not exceeding Twenty-five (25) years (including the moratorium period) from the date of first Advance as may be agreed between Exim Bank and the Borrower, at the time of approval of the first Eligible Contract, the first of such installments falling due for payment on the date immediately following the date of expiry of the aforesaid moratorium period. Exim Bank shall

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advise the Borrower of the repayment schedule relating to the Credit soon after disbursement of the first Advance. Provided However that if for any reason the aggregate amount of Advances finally disbursed by Exim Bank shall be less than the amount of Credit facility agreed to be provided by Exim Bank to the Borrower under this Agreement, the amount of the aforesaid repayment instalments of the Credit shall stand reduced in the inverse order of their maturity.

7. Fee(s)

7.1 Commitment Fee:

The Borrower shall pay to Exim Bank a commitment fee at the rate of 0.50% (fifty basis points) per annum on the amount of Credit remaining undrawn in respect of each Eligible Contract. The commitment fee shall begin to accrue from expiration of twelve (12) months from the date of approval of the relevant contract by Exim Bank and shall cease on the date of final disbursement of the Eligible Value of the Eligible Contract or on the Terminal Disbursement Date relating thereto, whichever is earlier. The commitment fee shall be payable on each Interest Payment Date alongwith half-yearly interest as specified in clause 5 hereof following the expiry of the said period of twelve (12) months. Provided however that commitment fee on the amount of Eligible Value of each Eligible Contract that may have remained undrawn on the relevant Terminal Disbursement Date shall be payable within ten (10) Business Days from such Terminal Disbursement Date.

7.2 No portion of commitment fee shall be refundable by Exim Bank to the Borrower even if disbursement of the whole or any part of the Eligible Value of an Eligible Contract may not materialise for any reason whatsoever.

8. Default Interest

8.1 If there shall be a default by the Borrower in the payment of any sum when due under this Agreement, the Borrower shall pay to Exim Bank additional interest by way of liquidated damages on the defaulted amount(s) from the due date to the date of actual payment (as well after as before judgement) at the rate of 2% p.a. (two per cent per annum) over and above the Interest Rate.

8.2 Interest at the rate as aforesaid shall accrue from day to day, shall be calculated on the basis of the actual number of days elapsed and 360 days a year factor.

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9. Conditions Precedent:

- 9.1 This Agreement shall become effective upon Exim Bank confirming to the Borrower in writing that it has received the following documents/documentary evidence from the Borrower in form and substance satisfactory to it :-
- (a) an opinion of the Borrower's legal counsel substantially in the form given at **Annexure IV**, with respect to governmental and corporate authorisations, sanctions, consents and licences alongwith certified true copies thereof where available, that may be required for execution of this Agreement and all documents pursuant thereto, the execution, validity and enforceability of this Agreement and other documents in implementation thereof and such other matters pertaining to the transactions contemplated by this Agreement as Exim Bank may reasonably request;
 - (b) authenticated specimen signatures of the persons who are authorised to sign this Agreement and all documents thereunder including Payment Authorisations and to represent the Borrower in connection with implementation of this Agreement substantially in the format given at **Annexure V**; such specimen signatures shall be binding on the Borrower until Exim Bank receives notice of express revocation from the Borrower.
- 9.2 The Borrower hereby agrees to furnish the documents/documentary evidence mentioned in Clause 9.1 within 60 days from the date of this Agreement or within such extended period as may be agreed by Exim Bank.
- 9.3 Exim Bank shall approve a contract as eligible for being financed under this Agreement only after the Agreement has become effective, and Exim Bank shall disburse moneys for account of the Borrower subject to the following:-
- (a) fee, interest and costs, charges and expenses, if any, payable by the Borrower under this Agreement shall have been paid to Exim Bank when due;
 - (b) Exim Bank shall have received from the Seller the documents in terms of Clause 4.A.2, or, as the case may be, Payment Authorisation of the Borrower in terms of Clause 4.B.2, prior to the relevant Terminal Disbursement Date;
 - (c) all representations and warranties made by the Borrower in the General Conditions of this Agreement shall have remained true and



correct on the date of each Advance under the Credit as if all of them as may be relevant shall have been repeated with respect to the facts and circumstances existing on the date thereof;

- (d) no Event of Default shall have happened and be continuing; and
- (e) Exim Bank shall have received from the Borrower confirmation that all statutory /regulatory / budgetary approvals have been obtained for the Project and the Borrower has made available or made necessary arrangements for provision of availability of land, right of way, along with basic infrastructure, water and electricity at the Project site(s) in the Borrower's Country);
- (f) Exim Bank shall have received from the Borrower, confirmation on tax and duty exemptions, financial closure and other commitments made by the Borrower in connection with the Project along with the copy of the contract.
- (g) Exim Bank shall have received from the Borrower confirmation that the project complies with the applicable laws and regulations relating to environmental, social and governance issues of the Borrower's Country.

10. **Anti-Corruption Law:**

10.1 It is strictly forbidden to the contracting parties, by themselves or by a third party involved with this Agreement, to offer, ask or accept for itself or for a third party, financial or non-financial advantage or even direct or indirect promise, as offsets for the conclusion and/or execution of this Agreement, if susceptible of being qualified as criminal unlawful acts in accordance with national laws of any party involved.

10.2 Any contract that is based in the practice or its attempt of situations stipulated under Clause 10.1 shall tantamount to an Event of Default under this Agreement, without prejudice to eventual civil and criminal consequences against those involved in these practices.

11. **Integrity**

The Borrower hereby agrees, covenants and undertakes to take all necessary measures to maintain highest level of ethics and integrity during the currency of this Agreement and ensure that Seller, bidders, suppliers, contractors, agents, consultants, sub-contractors, service providers, and any personnel thereof shall take all necessary and reasonable steps within their scope of business and area of responsibility to avoid and defend against serious violations of obligations in or in connection with implementation of the Project including preparation of DPR, and

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in bidding, procurement and execution processes in connection with the Project.

12. General Conditions to form part of Credit Agreement:

This Agreement shall be read with the General Conditions contained in **SCHEDULE** hereto which shall form an integral part of this Agreement and be deemed incorporated herein by reference and the parties hereto agree to accept and be bound by the provisions thereof.



THE SCHEDULE ABOVE REFERRED TO

General Conditions

- A. Definitions & Interpretations
- B. Borrower's liability
- C. Interest Period
- D. Taxes
- E. Currency of Account and Place of Payment
- F. Appropriation of Payments
- G. Indemnity
- H. Representations
- I. Affirmative Covenants
- J. Inspection and Monitoring
- K. Events of Default
- L. Evidence of Debt
- M. Waiver
- N. Assignment/Transfer
- O. Certification by Exim Bank
- P. Partial Invalidity
- Q. Language of documents
- R. Law
- S. Arbitration
- T. Notices




SCHEDULE**GENERAL CONDITIONS****A. Definitions & Interpretations:**

Except as expressly specified herein, all expressions used in the General Conditions and defined in the Credit Agreement of which the General Conditions form a part, shall have the same meanings as given to them in the Credit Agreement. In the event of any inconsistency between any provision of the Credit Agreement and the General Conditions, the relative provision of the Credit Agreement shall prevail.

B. Borrower's liability:

The liability of the Borrower to make any payment hereunder being primary, shall in no way be conditional upon due performance by the Seller in terms of an Eligible Contract and shall not be affected by reason of any dispute between a Buyer and a Seller or any right which a Buyer may have or claim to have against a Seller nor shall the Borrower be entitled to raise any defence or objection emanating from its business or contractual relations with a Buyer, for making any payment to Exim Bank under the Credit Agreement.

C. Interest Period:

- (1) The period for which an Advance or the Credit, as the case may be, is outstanding shall be divided into successive periods (each an "Interest Period"), having duration of six months each or as otherwise mentioned.
- (2) The first Interest Period in respect of each Advance shall commence on the date on which an Advance is made, and in the case of first Advance relating to the first Eligible Contract, the first Interest Period shall end on the Interest Payment Date following the commencement of such Interest Period.
- (3) The first Interest Period in respect of each subsequent Advance relating either to the same or another Eligible Contract shall end on the last day of the then current Interest Period relating to the first Advance pertaining to the first Eligible Contract.
- (4) Each Interest Period (other than the first Interest Period in relation to each Advance) shall commence on the day immediately following the preceding Interest Period, and shall end on the Interest Payment Date nearest to it.



- (5) Any Interest Period that would otherwise end during the month preceding or extend beyond the final Repayment Date shall be of such duration that it shall end on that date subject to adjustment in accordance with Section E.4.
- (6) Where two or more Interest Periods begin and also end on the same day, the Advances to which these Interest Periods relate, shall constitute and be referred to as one Advance.

D. Taxes:

- D.1 All sums payable by the Borrower under the Credit Agreement shall be paid in full without set-off or counter-claim or any restriction or condition and free and clear of any deduction for or on account of any present or future taxes or other deductions or withholdings of any nature whatsoever, now or hereafter imposed by the government of the Borrower's Country ("the Taxes"). If (i) the Borrower shall be required by law to make any deduction or withholding from any sum payable by it hereunder; or (ii) Exim Bank shall be required by law to make any payment on account of tax (other than tax on its overall net income) on or in relation to any amount received or receivable by it hereunder, or otherwise payable by Exim Bank to its lender(s) from whom Exim Bank may have sourced funds to make available the Credit, then the sum payable by the Borrower in respect of which such deduction, withholding or payment may be required to be made, shall be increased to the extent necessary to ensure that after the making of such deduction, withholding or payment, Exim Bank shall receive and retain (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to the sum which it would have received and so retained had no such deduction, withholding or payment been made.
- D.2 The Borrower shall deliver to Exim Bank within thirty days after it shall have made any payment from which it shall have been required by law to make any deduction or withholding, a receipt issued by the relevant taxing or other authorities evidencing the deduction or withholding of amounts required to be deducted or withheld from such payment.
- D.3 The Borrower shall hold Exim Bank harmless from and against any liability with respect to any tax on or in relation to any amount payable by the Borrower under the Credit Agreement (whether or not properly or legally asserted).
- D.4 If at any time the Borrower shall become aware that any such deduction, withholding or payment contemplated by sub-Section (1) above may need to be made, it shall immediately notify Exim Bank and provide all available details thereof.

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- (5) Any Interest Period that would otherwise end during the month preceding or extend beyond the final Repayment Date shall be of such duration that it shall end on that date subject to adjustment in accordance with Section E.4.
- (6) Where two or more Interest Periods begin and also end on the same day, the Advances to which these Interest Periods relate, shall constitute and be referred to as one Advance.

D. Taxes:

- D.1 All sums payable by the Borrower under the Credit Agreement shall be paid in full without set-off or counter-claim or any restriction or condition and free and clear of any deduction for or on account of any present or future taxes or other deductions or withholdings of any nature whatsoever, now or hereafter imposed by the government of the Borrower's Country ("the Taxes"). If (i) the Borrower shall be required by law to make any deduction or withholding from any sum payable by it hereunder; or (ii) Exim Bank shall be required by law to make any payment on account of tax (other than tax on its overall net income) on or in relation to any amount received or receivable by it hereunder, or otherwise payable by Exim Bank to its lender(s) from whom Exim Bank may have sourced funds to make available the Credit, then the sum payable by the Borrower in respect of which such deduction, withholding or payment may be required to be made, shall be increased to the extent necessary to ensure that after the making of such deduction, withholding or payment, Exim Bank shall receive and retain (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to the sum which it would have received and so retained had no such deduction, withholding or payment been made.
- D.2 The Borrower shall deliver to Exim Bank within thirty days after it shall have made any payment from which it shall have been required by law to make any deduction or withholding, a receipt issued by the relevant taxing or other authorities evidencing the deduction or withholding of amounts required to be deducted or withheld from such payment.
- D.3 The Borrower shall hold Exim Bank harmless from and against any liability with respect to any tax on or in relation to any amount payable by the Borrower under the Credit Agreement (whether or not properly or legally asserted).
- D.4 If at any time the Borrower shall become aware that any such deduction, withholding or payment contemplated by sub-Section (1) above may need to be made, it shall immediately notify Exim Bank and provide all available details thereof.

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E. Currency of Account and Place of Payment:

- E.1 Dollar is the currency of account and payment for each and every sum at any time due by the Borrower under the Credit Agreement. It is however hereby agreed that each sum which is otherwise payable by the Borrower to Exim Bank in Dollars.
- E.2 (i) If any sum due from the Borrower under this Agreement or under any arbitral award or judgement on an award given or made in relation hereto, may need to be converted from the currency ("the First Currency") in which the same shall be payable hereunder or under such award or judgement into another currency ("the Second Currency") for the purpose of (i) making or filing a claim or proof against the Borrower; (ii) obtaining an arbitral award or judgement on an award in any court or tribunal; or (iii) enforcing any such award or judgement given or made in relation hereto, then such conversion shall be made at the rate of exchange quoted to Exim Bank by a commercial bank for freely transferable Dollars, at the close of business on the day before the day on which the claim or proof is filed or award or judgement is rendered, and the Borrower shall indemnify Exim Bank and hold it safe and harmless from and against any loss suffered by it as a result of any fluctuation between (a) the rate of exchange used for such purpose to convert the sum in question from the First Currency into the Second Currency and (b) the rate of exchange at which Exim Bank may in the ordinary course of business purchase the First Currency with the Second Currency upon receipt of a sum paid to it in satisfaction in whole or in part, of any such claim or proof or award or judgement.
- (ii) For the purpose of sub-Section E.2(i) and without prejudice to the indemnity therein contained, the Borrower further agrees, to the full extent permitted by law, that any award or judgement on an award made in the Second Currency shall be for such sum as would, at the rate or rates of exchange at which Exim Bank may in the ordinary course of business purchase the First Currency with the Second Currency as at the date of payment, enable Exim Bank to receive the sum due to it in the First Currency.
- E.3 All payments to be made hereunder by the Borrower to Exim Bank shall be made in Dollars by means of transfer/credit to the account(s) of Exim Bank with designated bank/s in India or abroad. The payments shall be so made as to enable Exim Bank to receive or realise at par the amount of payment on or before the relative due date thereof. Unless otherwise advised by Exim Bank, the Borrower shall make payment to the credit of Exim Bank



A/c. No. 36247347 with Citibank N.A., New York, U.S.A. The payment obligations of the Borrower shall be deemed fulfilled only when and to the extent payments have been transferred without any deduction to the designated account of Exim Bank and are at its free disposal.

- E.4 If the date on which any sum under the Credit Agreement is due and payable shall not be a Business Day at the place of payment or for Exim Bank, as applicable, then the due date for payment of any such sum shall be the next succeeding Business Day, unless such succeeding Business Day falls in another calendar month, in which event, the due date shall be the immediately preceding Business Day, and if necessary, interest and fee, if any, shall be calculated accordingly.

F. Appropriation of Payments:

- F.1 Unless otherwise required by Exim Bank, any payment under this Credit Agreement when made to or received/recovered by Exim Bank, shall be appropriated in the following order and the Borrower waives any right it may have to direct appropriation in any other order:

- (a) costs and expenses;
- (b) fee;
- (c) additional interest by way of liquidated damages;
- (d) compound interest;
- (e) interest; and
- (f) instalment(s) of principal due under the Credit Agreement.

- F.2 Notwithstanding anything contained in sub-Section (1) hereinabove, Exim Bank may at its discretion, appropriate such payment towards satisfaction of dues, if any, payable by the Borrower in respect of any other loan/ facility availed of from Exim Bank.

G. Indemnity:

The Borrower shall indemnify and keep Exim Bank indemnified from and against all losses, liabilities, damages, costs, charges and expenses which it may certify to have been incurred as a consequence of occurrence of any Event of Default or any other breach by the Borrower of any of its obligations under the Credit Agreement or by reason of any payment or repayment to or receipt or recovery by Exim Bank of any installment of the Credit or any overdue sum otherwise than on a Repayment Date or an Interest Payment Date relating thereto (including any loss incurred by Exim Bank in liquidating or redeploying funds acquired to maintain the Credit or arranged for the purpose of a proposed Advance and any interest or cost incurred in funding any unpaid sum).

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H. Representations:

H.1 The Borrower represents that:-

- (i) the official(s) signing this Agreement has/have full power, capacity and authority to execute and deliver the Credit Agreement on behalf of the Borrower and that necessary action (statutory and any others) has been taken to authorise its borrowings hereunder and the execution, delivery and performance of the Credit Agreement and all documents in pursuance thereof;
- (ii) all acts, conditions and things required to be done, fulfilled and performed in order (a) to enable the Borrower lawfully to enter into, exercise its rights under and perform the obligations expressed to be assumed by it under the Credit Agreement and (b) to ensure that the obligations expressed to be assumed by it in the Credit Agreement are legal, valid and enforceable, have been done, fulfilled and performed in strict compliance with the laws of the Borrower's Country and there has been no default in fulfillment of the conditions of any of them;
- (iii) the obligations expressed to be assumed by the Borrower in the Credit Agreement constitute legal and valid obligations enforceable in accordance with their terms and are direct unconditional and general obligations of the Borrower, ranking at least pari passu with all its other unsecured obligations;
- (iv) it is not necessary in order to ensure the legality, validity, enforceability or admissibility in evidence of the Credit Agreement and Payment Authorisation in the Borrower's Country that it or any other document be filed, notarised, registered, recorded or enrolled with any court or authority there or that any stamp, registration or similar tax be paid on or in relation to this Agreement;
- (v) the Borrower is subject to civil and commercial law and to legal proceedings with respect to its obligations under the Credit Agreement and all documents executed pursuant thereto and the borrowing of the Credit execution and delivery of the Credit Agreement and the performance by the Borrower thereunder constitute/will constitute private and commercial acts and not governmental or public acts. Neither the Borrower nor any of its property, assets or revenues (other than the Excluded Assets) is entitled to any right of immunity or privilege from service of process, attachment (whether prior to the entry of or in aid of execution upon a judgement) or set-off, judgement, execution, or



from any other legal process in the Borrower's Country on the grounds of sovereignty or otherwise, and the waiver contained in this Agreement of any right of such immunity and privilege by the Borrower is irrevocably binding on the Borrower;

- (vi) in any proceedings taken in the Borrower's Country for the enforcement of the Credit Agreement, the choice of the Indian law as the governing law of the Credit Agreement is a valid choice of law and any decree or judgment or an arbitral award in respect of the Credit Agreement will be recognised and enforced by the courts in the Borrower's Country;
- (vii) Exim Bank shall not be deemed to be domiciled or carrying on business in the Borrower's Country by reason only of the execution of the Credit Agreement.

H.2 The Borrower further represents that:-

- (i) neither the execution or performance of the Credit Agreement or the Payment Authorisations nor the exercise by the Borrower of any of its rights hereunder will:
 - (a) conflict with or result in any breach of or default under any law, authorisation, judgment, order, agreement, instrument or obligation applicable to, or which is binding upon or affects the Borrower or any of its present or future assets or revenues, or
 - (b) result in the creation of or oblige the Borrower to create, any encumbrance on the whole or any part of its present or future assets or revenues;
- (ii) the Borrower is not in breach of or in default under any law, authorisation, agreement, instrument or obligation applicable to, or which is binding upon or affects, the Borrower or any of its assets or revenues, being a breach or default which might have material adverse effect on the ability of the Borrower to duly observe and perform its obligations under the Credit Agreement;
- (iii) there is no restriction imposed in the Borrower's Country which limits or prevents the transfer of foreign exchange by the Borrower for the purpose of performing any of its payment obligations under the Credit Agreement;
- (iv) no event has occurred which is or may become specified (with the



giving of notice and/or the passing of time and/or any finding of materiality) as one of those events mentioned in Section K.1 and no other event has occurred which entitles, or which, with the giving of notice and/or the passing of time, would entitle any creditor of the Borrower to declare its indebtedness due and payable prior to its specified maturity or to cancel or terminate any credit facility or to decline to make advances thereunder; and

- (v) the information provided by the Borrower to Exim Bank before the date hereof in connection herewith is true and is not incorrect or misleading in any respect.

I. Affirmative Covenants:

The Borrower agrees, covenants and undertakes to:-

- (i) utilise the Credit facility for financing purchase from India of **Eligible Goods and Services** by Buyers in the Borrower's Country;
- (ii) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required by the laws and regulations of the Borrower's Country to enable the Borrower lawfully to enter into the Credit Agreement and perform its obligations hereunder and thereunder and to ensure the legality, validity, enforceability or admissibility in evidence of the Credit Agreement in the Borrower's Country;
- (iii) promptly inform Exim Bank of the occurrence of any event which is or may become (with the giving of notice and / or the passing of time and / or any finding of materiality) one of those events mentioned in Section K.1 hereof;
- (iv) promptly inform Exim Bank of any litigation, arbitration, administrative proceeding or contract claim brought or made against the Borrower or against any of the assets of the Borrower, the consequences of which might materially or adversely affect the financial condition of the Borrower or the ability of the Borrower to duly observe and perform any of its obligations under the Credit Agreement;
- (v) ensure that its obligations hereunder will at all times be direct, unconditional and general obligations ranking at least pari passu with all its other unsecured obligations;
- (vi) meet any shortfall in resources or costs overrun for completion of the Project.

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- (vii) pay or cause to be paid all lawful claims of whatever nature, which, if unpaid, might become an encumbrance upon the assets, revenues, income or profits of the Borrower, unless the validity thereof is being contested in good faith and such reserves or provisions as may be required by generally accepted accounting principles and practices in the Borrower's Country shall have been made therefor;
- (viii) appoint a process agent in Mumbai whenever called upon by and ensure that until payment is made by the Borrower of all moneys to Exim Bank under the Credit Agreement, such agency relationship shall not be terminated after its appointment unless another process agent acceptable to Exim Bank has been substituted, and to notify to Exim Bank about any change in the appointment of process agent(s) or in their addresses, and pending appointment of a process agent, service of process by mailing copies thereof to the Borrower by registered airmail, postage prepaid, at the address specified herein, shall be deemed personal service accepted by the Borrower, and shall be valid and binding on it for the purposes of reference to arbitration;
- (ix) ensure compliance of the project with the applicable laws and regulations relating to environmental, social and governance issues of the Borrower's Country.

J. Inspection and Monitoring:

J.1 Inspection

The Borrower covenants and agrees that until all amounts due under the Credit Agreement have been paid in full, the Borrower shall facilitate inspection being taken by the representatives of Exim Bank of the Buyer's facilities, activities, books and records and cause their officers and employees to give full co-operation and assistance in connection therewith, it being understood that the inspection will be confined to that portion of the Buyer's Project which may have utilized Exim Bank's funds. The Borrower shall arrange for the requisite consents of the Buyer prior to inspection by Exim Bank. The Borrower further covenants and agrees that it shall also procure the consent of its Seller, bidders, suppliers, contractors, agents, consultants, sub-contractors, service providers, and any personnel thereof, to allow the Government of India/Exim Bank to inspect all accounts, records and other documents relating to submission of bids and contract performance, and to have them audited by the auditors appointed by the Government of India/ Exim Bank during the currency of this Agreement.

Provided however that if an Event of Default has occurred and is

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continuing, then Exim Bank shall have the right to carry out the inspection without informing the Buyer or taking any consent from bidders, suppliers, contractors, agents consultants, sub-contractors, service providers, and any personnel thereof.

J.2 Monitoring of Project(s) / Eligible Contract(s)

- (a) The Borrower shall submit a status report on execution of each Eligible Contract at an interval of 6 months from the date of approval of each contract till completion of the Eligible Contract.
- (b) The Borrower, shall at its cost and expenses, on completion of Project / each Eligible Contract, submit a comprehensive Project completion report covering benefits derived/to be derived from the Project and its socio-economic impact in the Borrower's Country along with visual documentation.
- (c) Exim Bank may appoint a Lender's Engineer for independent monitoring of the Project. The responsibility of the Lender's Engineer, is to ensure adherence to time and quality specifications, and where necessary, initiate corrective action for the successful and timely implementation of projects. The Borrower shall ensure that the Seller, contractors and consultants engaged with the Project provide necessary support and assistance to such Lender's Engineer.
- (d) The Borrower shall at all times during the currency of the Credit, permit access to officials and representatives of Government of India / Exim Bank to the Project site(s) in the Borrower's Country. In the Event of Default by the Borrower, Exim Bank shall have unrestricted right of access and inspection to the Buyers facilities which are funded by Exim Bank's Credit.

K. Events of Default:

K.1 For the purpose of this clause, there shall be an event of default if –

- (a) any amount payable by the Borrower to Exim Bank under the Credit Agreement is not paid when due;
- (b) the Borrower fails to perform or observe any of its other obligations under the Credit Agreement;
- (c) any information furnished or representation made by the Borrower to Exim Bank is found to be incorrect or incomplete in any material respect;

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- (d) the Borrower defaults in payment of any other external indebtedness on its due date or any external debt of the Borrower becomes due and payable prior to its stated maturity or a moratorium or embargo is declared on the payment of any external debt of the Borrower or any of its agencies, or any political event occurs by reason of which the Borrower's Country is declared to be on inimical terms with India;
- (e) any restriction shall have been imposed in the Borrower's Country which limits or prevents the transfer of foreign exchange by the Borrower for the purpose of performing any of its payment obligations under the Credit Agreement.

K.2 If an Event of Default occurs and remains unremedied within ninety (90) days after Exim Bank has notified the Borrower of such default, then Exim Bank may, by a notice in writing to the Borrower declare that:

- (a) access by the Borrower to availment of the Credit facility hereunder shall stand suspended in which event the Credit facility to the extent not availed of by the Borrower shall remain suspended until the event which gave rise to such suspension shall have ceased to exist to the satisfaction of Exim Bank and Exim Bank shall have notified the Borrower that access to the Credit facility has been restored; or
- (b) any undrawn portion of the Credit shall stand cancelled whereupon the same shall stand cancelled;
- (c) no new or additional credit facility will be granted to the Borrower by Exim Bank;
- (d) the unpaid principal amount of all Advance(s) or the Credit, as the case may be, shall become immediately due and payable, whereupon the same shall become so payable by the Borrower to Exim Bank (anything to the contrary in the Credit Agreement notwithstanding) together with all interest accrued thereon and all other monies then owed by the Borrower to Exim Bank hereunder, without any further notice or demand of any kind whatsoever, all of which the Borrower hereby expressly waives in favour of Exim Bank.

K.3 All expenses incurred by Exim Bank after an Event of Default shall have occurred in connection with preservation of the Borrower's assets and collection of amounts due under the Credit Agreement shall be forthwith payable by the Borrower, and until payment, shall carry interest at the



Interest Rate, besides additional interest by way of liquidated damages at the rate provided in the Credit Agreement.

K.4 Notwithstanding any suspension, cancellation or acceleration pursuant to any of the events of default referred to above, all the provisions of the Credit Agreement shall continue in full force and effect during the period any amount payable by the Borrower to Exim Bank remains outstanding, and independent of the Borrower's obligations under the Credit Agreement, the Borrower also agrees to indemnify Exim Bank against the consequences (direct or indirect) of any action that may be taken by a Seller or Buyer against Exim Bank by reason of suspension of the Credit facility or cancellation of the undrawn portion of the Credit as aforesaid.

L. Evidence of Debt:

- (a) Exim Bank will maintain, in accordance with its usual practice, a loan account in the name of the Borrower evidencing the amount(s) from time to time lent by and owing to Exim Bank as also amount(s) received or recovered by it, and an interest receivable account showing therein the amount of interest and other moneys payable under the Credit Agreement as also amount(s) received or recovered by Exim Bank in respect thereof.
- (b) In any proceedings arising out of or in connection with the Credit Agreement, entries made in the accounts maintained as aforesaid shall be prima facie evidence of the existence of the liability of the Borrower as therein recorded.

M. Waiver:

No delay in exercising or omission to exercise any right, power or remedy accruing to Exim Bank upon any default under the Credit Agreement or any other agreement or document executed pursuant thereto, shall impair any such right, power or remedy or shall constitute a waiver thereof or of any obligation of the Borrower hereunder or thereunder or be construed as an acquiescence in such default, nor shall the action or inaction of Exim Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of Exim Bank in respect of any other default. The rights and remedies provided in the Credit Agreement are cumulative and not exclusive of any rights and remedies to which Exim Bank shall otherwise be entitled.

N. Assignment/Transfer:

Exim Bank shall be entitled at any time to transfer, assign, grant participation in or otherwise dispose of any of its rights and benefits under the Credit Agreement to any person within or outside India. The Borrower however, shall not assign or

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transfer any of its rights or obligations arising under the Credit Agreement.

O. Certification by Exim Bank:

Where pursuant to any provision of the Credit Agreement, Exim Bank may certify or determine a rate of interest or an amount to be payable by the Borrower or express an opinion on any matter, such certification, determination or opinion shall be conclusive and binding on the Borrower in the absence of manifest error.

P. Partial Invalidity:

If at any time any provision of the Credit Agreement shall become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, enforceability of the remaining provisions hereof nor legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

Q. Language of documents:

All documents required under the Credit Agreement shall be in English language.

R. Law:

The Credit Agreement shall be governed by and construed in accordance with the laws of India.

S. Arbitration:

S.1 Any dispute or difference between the parties hereto arising out of this Agreement shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, by one or more arbitrators appointed in conformity with the said Act and an award in pursuance thereof shall be binding on the parties. The party which seeks to submit the dispute to arbitration shall notify the other party in writing not less than four weeks in advance of the proposed date of submission of the dispute to arbitration. The place of arbitration shall be Mumbai, India and the language in arbitration proceedings shall be English.

S.2 The Borrower irrevocably and unconditionally waives any objection which it may now or hereafter have to the choice of Mumbai as the venue of arbitration arising out of or relating to the Credit Agreement and documents executed pursuant thereto. The Borrower also agrees that an arbitral award against it in any such arbitration proceedings shall be conclusive evidence of the fact and amount of its indebtedness and may be enforced and executed in the Borrower's Country on the strength of a duly certified true

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copy thereof under its applicable laws for enforcement of a foreign arbitral award.

- S.3 The Borrower hereby consents generally in respect of any arbitration proceedings arising out of or in connection with the Credit Agreement and all documents executed in pursuance thereof, to the giving of any relief or the issue of any process in connection with such proceedings including without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any award or judgement on such award which may be made or given in such proceedings.
- S.4 To the extent that the Borrower may hereafter be entitled in any jurisdiction to claim for itself or its property, assets or revenues, immunity from service of process, attachment (whether prior to the entry of or in aid of execution of an award or upon judgement or otherwise), set-off, judgement or from any other legal process on the grounds of sovereignty or otherwise, and to the extent that in any such jurisdiction there may be attributed such immunity to itself or its property, assets or revenues, the Borrower hereby irrevocably agrees not to claim and waives such right to immunity with respect to its obligations under the Credit Agreement to the fullest extent permitted by the laws of such jurisdiction.

T. Notices:

Any notice given and any request or demand made in relation to the Credit Agreement shall be sufficiently given or made if sent by registered air letter, cable, authenticated SWIFT or fax. Such notice, request or demand shall be deemed to have been duly given or made when it is duly dispatched / transmitted to the party to which it is required to be given or made at such party's address specified below or at such other place as such party may designate in writing. When any notice, request or demand is given or made by telex or fax, the party concerned shall also send within a reasonable time a confirmatory copy of such telex or fax by airmail post.

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BORROWER:

The Government of the Republic of Rwanda
Ministry of Finance and Economic Planning
P.O. Box 158, Kigali, Rwanda

Attention: Ministry of Finance and Economic
Planning

Telephone No: +250-252-577994

Fax No. +250-252-577581

Email: mfin@minecofin.gov.rw

EXIM BANK:

Export-Import Bank of India
Ground Floor, Statesman House
148, Barakhamba Road
New Delhi 110001

Attention: LOC Group

Telephone No: (+91-11) 23474800

Fax No: (+91-11) 23321719

SWIFT: EIBINBB

Email: eximloc@eximbankindia.in

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IN WITNESS WHEREOF this Agreement has been signed in duplicate on behalf of the parties hereto by persons duly authorised in this behalf respectively on the date and place mentioned herein below.

SIGNED AND DELIVERED on behalf of)
THE GOVERNMENT OF THE REPUBLIC OF)
RWANDA by the hand of its duly)
authorized official **Dr. Uzziel, NDAGIJIMANA ,**)
Minister of Finance and Economic Planning)
on the 23rd day of July, 2018.)



SIGNED AND DELIVERED by **EXPORT-**)
IMPORT BANK OF INDIA at **RWANDA ,**)
by the hand of Mr. Nadeem Panjetan,)
its Chief General Manager)
on the 23rd day of July, 2018.)



Annexure I**Guidelines for Bidding and Procurement Procedures**

- a. The Borrower may conduct competitive bidding procedures in accordance with prevailing procurement laws, rules and regulations of the Borrower's Country to ensure that the award of the Eligible Contract to the Seller is made in a fair and transparent manner; the rules and regulations of the borrowing country relating to competitive bidding should be clearly defined and details of which should be provided to Exim Bank in advance;
- b. The Borrower shall award the Eligible Contract to the Seller based on competitive bidding process. The bidding should be restricted to Indian companies registered in India and or incorporated/established under any law in force in India. However, if such entity is blacklisted by any multilateral agency or any authority in India or the Borrower's Country, such entity will not be eligible to participate;
- c. The Borrower shall forward a complete set of the prequalification criteria and tender documents to Exim Bank for its approval prior to the start of the tender process;
- d. Tender documents will need to be complete in all aspects and shall not be restrictive in nature and shall ensure greater participation from Indian companies. Payment terms shall be linked to milestone achievements under the Project. Exim Bank *may* restrict the advance payment up to 20% of the contract value. 10% of the contract value will be retained and disbursed only after the installation and commissioning of equipment supplied under the Project. Payment terms shall include liquidated damages in the range of 1-5% of the contract value for delays;
- e. The Borrower shall express the bid price only in Dollar (US\$);
- f. The Borrower may draft the contract with scope of works and price and payment schedules on lines similar to the DPR and the tender documents. Under the broad expenditure heads generally stated in DPR, the contract should include suitable sub-headings of expenditure to define the costs more precisely. Any deviation in the contract vis-à-vis the DPR and the tender documents should be supported with detailed justifications for such deviations.
- g. Exim Bank shall analyse the draft contract to ensure that the same is in line with the DPR and the tender documents. In case of any discrepancy, the same will be referred to the Government of India after obtaining clarifications from the Borrower. Exim Bank may, if required, provide its inputs to the Borrower on drafting the contract.



- h. Exim Bank will invite Expression of Interest from Indian companies/entities and undertake a pre-qualification exercise for each project. The list of pre-qualified companies /entities will be provided to the Borrower. The Borrower shall invite bids from the pre-qualified companies / entities.
- i. After the bidding process the Borrower will submit a copy of the draft contract and the bid evaluation report to Exim Bank. Exim Bank shall analyse the said report to ensure that the contract is being awarded in a fair and transparent manner and convey inclusion of the contract under the Credit to the Borrower;
- j. In the event of any deviation from the procedure of bidding, the Borrower shall provide a detailed justification for the same to Exim Bank, which, in turn, will seek the decision of the Government of India, regarding approval of such contracts.
- k. The Borrower shall award the contract in accordance with fair and transparent evaluation criteria and procedures, Exim Bank would reserve the right to keep in abeyance all contracts that are violative of the norms of the transparency and fair competition;
- l. The contract is between the Borrower/its nominated agency/Buyer/executing agency and the supplier or contractor from India whose selection is the prerogative of the Borrower. Exim Bank shall not be responsible for such selection. The responsibility for the implementation of the Project and therefore for the award and administration of contracts under the Project rests with the Borrower.



Annexure II

CONTRACT INCLUSION

(On the letter head of the Government of the Republic of Rwanda)

DETAILS OF THE EXPORT CONTRACT TO BE FINANCED UNDER
CREDIT AGREEMENT DATED _____ BETWEEN
_____ (NAME OF BORROWER) _____ AND EXIM BANK

1. No. and Date of Contract :
2. Name & Address of Importer :
3. Name and Address of Exporter :
4. Currency of Contract : US \$
5. Value of Contract : FOB/CFR/CIF/CIP
 - (i) FOB :
 - (ii) Freight :
 - (iii) Insurance :
 - (iv) Total CFR/CIF :
6. (a) Deferred Credit (100%) :
(b) Period of Deferred Credit :
7. Description of Goods :
8. Delivery Period :
9. Pre-shipment inspection agency. :
10. Credit Period Required :

**(Name & Signature of
Authorized
Signatory/ies)**

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Annexure III**DRAFT OF PAYMENT AUTHORISATION**
(On the letter head of Government of _____)

Export-Import Bank of India
Ground Floor, Statesman House
148, Barakhamba Road
New Delhi 110001

Dear Sirs,

Re: Dollar Credit Line of US\$ 100 million
Under the Dollar Credit Line Agreement dated
Contract valued at US\$ _____ between
_____, (Seller) and
_____ (Buyer)

We wish to inform you that the Seller has presented to us its invoice duly certified by the Buyer for an amount of US\$ _____ in respect of *advance payment under the above contract / *supplies made / *services rendered by the Seller to the Buyer / *payment of retention money under the above contract.

We hereby irrevocably authorize Exim Bank to make payment of the said amount of US\$ _____ to the designated account of the Seller in accordance with the payment instructions that may have been given by the Seller to Exim Bank. We agree that the amount so paid by Exim Bank to the Seller shall be deemed to be an Advance made by Exim Bank to us out of the Credit and the date on which Exim Bank shall pay / remit the amount from Mumbai shall be deemed to be the date of such Advance.

We request Exim Bank to advise us the date and the amount of the Advance soon after payment is made by Exim Bank as aforesaid.

Yours faithfully,

*Please delete whichever is not applicable.

(Name &
Signature of
Authorized
Signatory/ies)

MR



Annexure IV**FORMAT OF OPINION OF LEGAL COUNSEL OF THE BORROWER**

(On the Letter Head of Legal Counsel of _____)

Ref.No.

Date:

Export-Import Bank of India
Ground Floor, Statesman House
148, Barakhamba Road
New Delhi 110001

Re: Credit Line of _____
to _____.

I, _____ (NAME), a Counsel and Legal Adviser to the Ministry of _____, Government of _____ ("the Government") have examined a copy of the Dollar Credit Line Agreement ("the Agreement") dated _____ between Export-Import Bank of India (Exim Bank) and the Government for a Credit Line of _____ ("the Credit") agreed to be made available by Exim Bank to the Government.

In connection with this opinion I have examined the constitution, laws, decrees, judicial decisions, rules and regulations of _____ ("the Republic") and such agreements, instruments, documents and other matters as I have considered necessary or desirable for the opinions hereinafter expressed.

Based on the foregoing, I am of the opinion that :

- (a) the Government has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (b) Mr. _____ and / Mr. _____, the official(s) representing the Ministry of _____, Government of the Republic who has/have signed the Agreement on behalf of the Government has/have full power and authority to execute and deliver the Agreement and all documents pursuant thereto in the name and on behalf of the Government;
- (c) all legislative, administrative and other governmental actions and statutory and other approvals and permissions required in the Republic for (i) the execution and delivery by the Government of the Agreement and all documents in pursuance thereof, (ii) the borrowings by the Government under the Agreement and (iii) all payments to be made by the Government in accordance with the provisions of the



Agreement, have been obtained and are in full force and effect without any restriction, and the Agreement as executed and delivered constitutes a valid and legally binding obligation of the Government enforceable in law and in accordance with its terms;

- (d) the Government is subject to civil and commercial law and to legal/arbitration proceedings with respect to its obligations under the Agreement and all documents executed pursuant thereto, and the borrowing of the Credit, execution and delivery of the Agreement and the performance by the Government of its obligations thereunder constitute/will constitute private and commercial acts and not governmental or public acts;
- (e) neither the execution and delivery of the Agreement nor the performance of its obligations under the Agreement nor compliance with the terms and conditions thereof will (i) conflict with any present law, regulation, treaty or rule of the Republic or any order of any judicial or other authority, (ii) result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which the Government is a party or is subject or by which it or any of its property is bound, (iii) result in the creation or imposition of any encumbrance on any of the Government's property assets or revenues or (iv) require approval of any other lenders to the Government;
- (f) the Government is not in default under any agreement to which it is a party or by which it may be bound;
- (g) the obligations of the Government under the Agreement and all documents executed in pursuance thereof, constitute the direct, general and unconditional obligations of the Government and, with the exception of priority enjoyed by obligations which are mandatorily preferred by law, rank and will rank at least pari passu with all present and future unsecured indebtedness of the Government;
- (h) it is not necessary in order to ensure the legality, validity, enforceability or admissibility in evidence of the Agreement in the Republic that it or any other document be filed, notarised, registered, recorded or enrolled with any court or authority there or that any stamp, registration or similar tax be paid on or in relation to the Agreement;
- * (i) there is no restriction imposed in the Borrower's Country which limits or prevents the transfer of foreign exchange by the Borrower for the purpose of performing any of its payment obligations under the Credit Agreement;

OR

MR



- * (i) although there are foreign exchange restrictions under the laws of the Republic on the transactions contemplated by the Agreement, the Government has made satisfactory arrangements to ensure that requisite amount of foreign exchange will be available to enable the Government to meet its liability for making payments when due under the Agreement;

**(Please delete one of the Clause (i), whichever is not applicable)*

- (j) under the existing applicable law, there is no income-tax or other tax in the Republic imposed by withholding, which the Government would be otherwise required to deduct from or pay on any amount of payment to be made by the Government under the Agreement;
- (k) it is not necessary under any law, rule or regulation of the Republic
- (a) in order to enable Exim Bank to enforce its rights under the Agreement or
- (b) by reason of Exim Bank entering into the Agreement or exercising its rights or performing its obligations thereunder

that Exim Bank is required to be licenced, qualified or otherwise needs to carry on business in the Republic;

- (l) Exim Bank shall not be deemed to be resident, domiciled or carrying on business in the Republic by reason only of the entering into of the Agreement or the exercise of its rights or the performance of its obligations thereunder;
- (m) neither the Government nor any of its properties, assets or revenues (other than the Excluded Assets) is entitled to any right of immunity or privilege from service of process, attachment (whether prior to the entry of or in aid of execution upon a judgement) or set-off, arbitration proceedings, judgement, execution, or from any other legal process in the Republic on the grounds of sovereignty or otherwise, and the waiver contained in the Agreement of any right of such immunity and privilege by the Government is irrevocably binding on the Government;
- (n) the choice of Indian law to govern the Agreement and all documents executed in pursuance thereof is a valid choice of law and the agreement by the Government to submission of any dispute to arbitration is valid under the laws of the Republic;
- (o) any arbitral award obtained by Exim Bank in respect of any dispute arising under the Agreement shall be conclusive evidence of the amount of its indebtedness under the Agreement and will be recognised and enforced in the Republic on the strength of a duly certified true copy of the award in accordance with the ordinary procedure applicable under the laws of the Republic for enforcement of foreign arbitral award, without any requirement of filing a suit on such award in the courts of the Republic.

MR



The opinions herein expressed are limited to the matters governed by the laws of the Republic as applicable to the Government and I express no opinion as to the laws of any other jurisdiction.

Yours faithfully,

(Name & Signature of the Legal Counsel)

NR



Annexure-V

FORMAT OF AUTHENTICATION OF SPECIMEN SIGNATURES

(On the letter head of Government of _____)

Ref.No. _____

Date: _____

Export-Import Bank of India
Ground Floor, Statesman House
148, Barakhamba Road
New Delhi 110001

Re: **Agreement dated _____ for Line of Credit of USD _____**
Extended by Exim Bank to _____ (Borrower)

I, _____ (NAME), _____ (Designation), _____,
_____ (“the Borrower”) hereby confirm that the following persons are,
jointly / severally*, authorized to sign all documents thereunder including Payment
Authorisations and to represent the Borrower in connection with implementation of the
Agreement:

Name	Designation	Specimen Signature

*Please delete whichever is not applicable

Stamp

(Name & Signature of
Authorized Signatory/ies)

MR



Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko-teka n°003/2018/D.L ryo ku wa 06/09/2018 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 23 Nyakanga 2018, hagati ya Repubulika y'u Rwanda na Banki y'Ubihindi y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana z'amadolari y'Abanyamerika (100.000.000 USD) agenewe guteza imbere zone zihariye mu by'ubukungu ebyiri no kwagura zone yihariye mu by'ubukungu ya Kigali

Kigali, ku wa **06/09/2018**

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Decree-Law n°003/2018/D.L of 06/09/2018 approving the ratification of the Loan Agreement signed at Kigali, Rwanda on 23 July 2018, between the Republic of Rwanda and the Export-Import Bank of India, relating to the credit of one hundred million American Dollars (USD 100,000,000) for the development of two Special Economic Zones and expansion of the Kigali Special Economic Zone

Kigali, on **06/09/2018**

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé au Décret-Loi n°003/2018/D.L du 06/09/2018 approuvant la ratification de l'Accord de Prêt signé à Kigali, au Rwanda le 23 juillet 2018, entre la République du Rwanda et la Banque d'Import-export d'Inde, relatif au crédit de cent millions de Dollars Américains (100.000.000 USD) pour le développement de deux zones économiques spéciales et expansion de la zone économique spéciale de Kigali

Kigali, le **06/09/2018**

(sé)

KAGAME Paul
Président de la République

(sé)

Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO-TEKA N° 004/2018/D.L RYO KU WA 06/09/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 23 NYAKANGA 2018, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UBUHINDI Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA Z'AMADOLARI Y'ABANYAMERIKA (100.000.000 USD) AGENEWE UMUSHINGA W'ITERAMBERE RY'INGERI NYINSHI WA WARUFU N'IMISHINGA YO KUHIRA IMYAKA MURI MUGESERA NA NYAMUKANA

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Igihe iri tegeko-teka ritangira gukurikizwa

DECREE-LAW N° 004/2018/D.L OF 06/09/2018 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA, ON 23 JULY 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF INDIA, RELATING TO THE CREDIT OF ONE HUNDRED MILLION AMERICAN DOLLARS (USD 100,000,000) FOR THE MULTIFUNCTIONAL PROJECT OF WARUFU AND IRRIGATION PROJECTS OF MUGESERA AND NYAMUKANA

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 92, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Tumaze gusuzuma Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 23 Nyakanga 2018, hagati ya Repubulika y'u Rwanda na Banki y'Ubuhandi y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana z'amadolari y'Abanyamerika (100.000.000 USD) agenewe umushinga w'iterambere ry'ingeri nyinshi wa Warufu n'imishinga yo kuhira imyaka muri Mugesera na Nyamukana;

Inama y'Abaminisitiri yateranye ku wa 08/08/2018 imaze kubisuzuma no kubyemeza;

DECREE-LAW N° 004/2018/D.L OF 06/09/2018 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA ON 23 JULY 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF INDIA, RELATING TO THE CREDIT OF ONE HUNDRED MILLION AMERICAN DOLLARS (USD 100,000,000) FOR THE MULTIFUNCTIONAL PROJECT OF WARUFU AND IRRIGATION PROJECTS OF MUGESERA AND NYAMUKANA

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 92, 120, 122, 167, 168 and 176;

After consideration of the Loan Agreement signed at Kigali, Rwanda, on 23 July 2018, between the Republic of Rwanda and the Export-Import Bank of India, relating to the credit of one hundred million American dollars (USD 100,000,000) for the multifunctional project of Warufu and irrigation projects of Mugesera and Nyamukana;

After consideration and approval by the Cabinet, in its session of 08/08/2018;

DECRET-LOI N°004/2018/D.L DU 06/09/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA LE 23 JUILLET 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT D'INDE, RELATIF AU CREDIT DE CENT MILLIONS DE DOLLARS AMERICAINS (100.000.000 USD) POUR LE PROJET MULTIFONCTIONNEL DE WARUFU ET PROJETS D'IRRIGATION DE MUGESERA ET NYAMUKANA

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 92, 120, 122, 167, 168 et 176;

Après examen de l'Accord de Prêt signé à Kigali, au Rwanda, le 23 juillet 2018, entre la République du Rwanda et la Banque d'Import-export d'Inde, relatif au crédit de cent millions de dollars américains (100.000.000 USD) pour le projet multifonctionnel de Warufu et projets d'irrigation de Mugesera et Nyamukana ;

Après examen et adoption par le Conseil des Ministres, en sa séance du 08/08/2018;

DUSHYIZEHO ITEGEKO-TEKA RIKURIKIRA: DO PROMULGATE THE FOLLOWING PROMULGUONS LE DECRET-LOI SUIVANT:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 23 Nyakanga 2018, hagati ya Repubulika y'u Rwanda na Banki y'Ubuhindi y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana z'amadolari y'Abanyamerika (100.000.000 USD) agenewe umushinga w'iterambere ry'ingeri nyinshi wa Warufu n'imishinga yo kuhira imyaka muri Mugesera na Nyamukana, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Igihe iri tegeko-teka ritangira gukurikizwa

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

Kigali, ku wa **06/09/2018**

Article One: Approval for ratification

The Loan Agreement signed at Kigali, Rwanda, on 23 July 2018, between the Republic of Rwanda and the Export-Import Bank of India, relating to the credit of one hundred million American dollars (USD 100,000,000) for the multifunctional project of Warufu and irrigation projects of Mugesera and Nyamukana, in Annex, is approved for ratification.

Article 2: Commencement

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

Kigali, on **06/09/2018**

Article premier: Approbation pour ratification

L'Accord de prêt signé à Kigali, au Rwanda, le 23 juillet 2018, entre la République du Rwanda et la Banque d'Import-Export d'Inde, relatif au crédit de cent millions de dollars américains (100.000.000 USD) pour le projet multifonctionnel de Warufu et projets d'irrigation de Mugesera et Nyamukana, en annexe, est approuvé pour ratification.

Article 2: Entrée en vigueur

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

Kigali, le **06/09/2018**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
Dr NGIRENTE Edouard
Prime Minister

(sé)
Dr NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

Seen and sealed with the Seal of the Republic:

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

UMUGEREKA W'ITEGEKO-TEKA N°004/2018/D.L RYO KU WA 06/09/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 23 NYAKANGA 2018, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UBUHINDI Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA Z'AMADOLARI Y'ABANYAMERIKA (100.000.000 USD) AGENEWE UMUSHINGA W'ITERAMBERE RY'INGERI NYINSHI WA WARUFU N'IMISHINGA YO KUHIRA IMYAKA MURI MUGESERA NA NYAMUKANA

ANNEX TO DECREE-LAW N° 004/2018/D.L OF 06/09/2018 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA, ON 23 JULY 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF INDIA, RELATING TO THE CREDIT OF ONE HUNDRED MILLION AMERICAN DOLLARS (USD 100,000,000) FOR THE MULTIFUNCTIONAL PROJECT OF WARUFU AND IRRIGATION PROJECTS OF MUGESERA AND NYAMUKANA

ANNEXE AU DECRET-LOI N° 004/2018/D.L DU 06/09/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 23 JUILLET 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT D'INDE, RELATIF AU CREDIT DE CENT MILLIONS DE DOLLARS AMERICAINS (100.000.000 USD) POUR LE PROJET MULTIFONCTIONNEL DE WARUFU ET PROJETS D'IRRIGATION DE MUGESERA ET NYAMUKANA

IN WITNESS WHEREOF this Agreement has been signed in duplicate on behalf of the parties hereto by persons duly authorized in this behalf respectively on the date and place mentioned herein below.

SIGNED AND DELIVERED on behalf of)
THE GOVERNMENT OF THE REPUBLIC OF)
RWANDA by the hand of its duly)
authorized official **Dr. Uzziel, NDAGIJIMANA** ,)
Minister of Finance and Economic Planning)
on the 23rd day of July, 2018.)



SIGNED AND DELIVERED by **EXPORT-**)
IMPORT BANK OF INDIA at **RWANDA** ,)
by the hand of Mr. Nadeem Panjetan,)
its Chief General Manager)
on the 23rd day of July, 2018.)



DOLLAR CREDIT LINE AGREEMENT

DATED JULY 23, 2018

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

EXPORT-IMPORT BANK OF INDIA



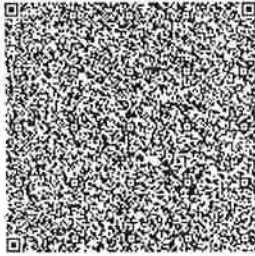
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL48634053224533Q
Certificate Issued Date	: 10-Jul-2018 03:07 PM
Account Reference	: IMPACC (IV)/ dl971203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL97120301225463998803Q
Purchased by	: EXPORT IMPORT BANK OF INDIA
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: EXPORT IMPORT BANK OF INDIA
Second Party	: Not Applicable
Stamp Duty Paid By	: EXPORT IMPORT BANK OF INDIA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

This stamp paper forms an integral part of Dollar Credit Line Agreement dated July 23, 2018 executed between the Government of the Republic of Rwanda and Export-Import Bank of India for USD 100,000,000.

ME



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

I N D E X

<u>Clause No.</u>	<u>Particulars</u>
1.	Definitions
2.	Amount of the Credit
3.	Eligibility of Contract to be financed out of the Credit
4.	Disbursements out of the Credit
5.	Interest
6.	Repayment
7.	Fee(s)
8.	Default Interest
9.	Conditions Precedent
10.	Anti-Corruption Law
11.	Integrity
12.	General Conditions to form part of Credit Agreement

SCHEDULE

General Conditions

ANNEXURES

Annexure I	Guidelines for Bidding and Procurement Procedures
Annexure II	Format of Contract Approval
Annexure III	Format of Payment Authorization
Annexure IV	Format of Legal opinion of Legal Counsel of the Borrower with respect to the Credit Agreement
Annexure V	Format of Authentication of Specimen Signature



THIS AGREEMENT made as of 23rd day of July, 2018 between **the Government of the Republic of Rwanda represented herein by Dr. Uzziel NDAGIJIMANA, Minister of Finance and Economic Planning**, (hereinafter referred to as "**the Borrower**") which expression shall, unless the context or subject otherwise requires, include its successors and permitted assigns) of the **One Part** and **EXPORT-IMPORT BANK OF INDIA**, a corporation established under the Export-Import Bank of India Act, 1981 (an enactment by the Parliament of India) and having its Head Office at Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai-400 005, India (hereinafter referred to as "**Exim Bank**", which expression shall, unless the context or subject otherwise requires, include its successors and assigns) of the **Other Part**

WHEREAS :

- (i) it has been agreed between the parties hereto for the provision by Exim Bank of a Credit to the Borrower upto an aggregate sum of \$ 100,000,000 (Dollars One Hundred Million Only) for the purpose of financing the three Agriculture Project Schemes i.e. (i) Warufu Multipurpose Project, (ii) Mugesera Irrigation Project, and (iii) Nyamukana Irrigation Project, in the Borrower's Country;
- (ii) the parties hereto are desirous of recording the terms and conditions of the Credit.

NOW THEREFORE IT IS HEREBY AGREED by and between Exim Bank and the Borrower as follows:-

1. Definitions:

In this Agreement and in the Schedules hereto, unless the context shall otherwise require, the following expressions shall have the meanings respectively assigned to them as under :-

"Advance" means each disbursement of a portion of the Credit in accordance with Clause 4 hereof, or as the context may require, the principal amount thereof outstanding;

"Borrower's Country" means the Republic of Rwanda;

"Business Day" means any day on which Exim Bank and banks (as applicable) shall remain open for business in Mumbai, Kigali, New York, and London for the purpose contemplated by the Agreement;

"Buyer" means a buyer in the Borrower's Country in relation to an Eligible Contract;

ME



“Consultant / Project Management Consultant (PMC)” means the Indian consultant being appointed by the Borrower for preparation of DPR, procurement of goods, project management as per the specified needs of the Borrower’s Country and to carry out any other consultancy services for the Project;

“Credit” means the whole or any part of the Credit referred to in Clause 2 hereof, and where the context so requires, the principal amount thereof outstanding from time to time;

“Detailed Project Report” or “DPR” means the report forming the basis for grant of the Credit prepared in terms of extant guidelines issued by the Government of India;

“Dollars” and the sign **“\$”** mean the lawful currency of the United States of America;

“Effective Date of the Agreement” means the date on which this Agreement shall become effective in terms of Clause 9.1 hereof;

“Eligible Contract” means a contract as is considered eligible under Clause 3 hereof to be financed out of the Credit;

“Eligible Goods and Services” in respect of an Eligible Contract means any goods including plant, machinery and equipment, and services including consultancy services required for execution/completion of the Project, which may be agreed to be financed by Exim Bank under this Agreement, out of which goods and services of the value of at least 75% of the contract price shall be supplied by the Seller from India, and the remaining 25% of goods and services may be procured by the Seller for the purpose of the Eligible Contract from outside India;

“Eligible Value” means, in respect of an Eligible Contract, an amount upto 100% (one hundred per cent) of the FOB (free on board)/CFR (cost & freight)/CIF (cost, insurance & freight)/CIP (carriage and insurance paid to) contract price of the Eligible Contract, that may be made available by Exim Bank to the Borrower out of the Credit in respect of that contract;

“Events of Default” means any of the events mentioned in Section K.1 of the General Conditions or any event which with the giving of notice and/or lapse of time and/or fulfilment of any other requirement may become one of the events mentioned in that Section;

“Excluded Assets” means (i) assets or property owned by Borrower or any of its agencies which is not used for a commercial activity, and (ii)(a) property of the National Bank of Rwanda or other central monetary authority held for its own

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account, (b) property to be used in connection with a military activity that is of a military character or is under the control of a military authority or defense agency of Borrower, (c) property which is protected by non-discriminatory and generally applied Laws of Rwanda as being property which is solely for public use, and (d) property of Borrower subject to the Vienna Convention on Diplomatic Relations or the Vienna Convention on Consular Relations that is being used exclusively for diplomatic or consular purposes.

“**FOB/CFR/CIF/CIP**” means the seaway shipment terms as defined in Incoterms 2010;

“**General Conditions**” means the terms, conditions, covenants, stipulations and other provisions set out in **SCHEDULE** hereto which form an integral part of this Agreement and be deemed to be incorporated herein by reference;

“**Interest Payment Date**” means May 10 and November 10 of each year, on which interest and other payments in terms of this Agreement shall be payable by the Borrower;

“**Interest Period**” means, in relation to an Advance or the Credit, as the case may be, the period ascertained in accordance with Section C of the General Conditions;

“**Interest Rate**” means One point Five per cent (1.50%) per annum at which interest shall be chargeable by Exim Bank on each Advance, or as the case may be, on the outstanding amount of the Credit;

“**Issuing Bank**” means a bank in the Borrower’s Country which shall in that capacity be issuing letters of credit referred to in Clause 3.1 (d) hereof;

“**Negotiating Bank**” means Exim Bank to which documents shall be presented by the Seller for negotiation under letters of credit and through which payment shall be made to the Seller in relation to an Eligible Contract;

“**Payment Authorisation**” means the authorisation to be issued by the Borrower to Exim Bank as provided in **Clause 4.B**, irrevocably authorizing Exim Bank to make payment of the sum therein mentioned to the account of the Seller, whenever a payment needs to be made to the Seller under an Eligible Contract for advance payment and / or for supplies made/services rendered by the Seller in the Borrower’s Country and payment of retention money under the Eligible Contract;

“**Project**” means the project including supply of goods and services for which Exim Bank has agreed to make available the Credit, and the description thereof may be amended from time to time by agreement between the Borrower and Exim Bank;

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“**Repayment Date**” means, the due date of payment of each instalment of the Credit;

“**Seller**” means a seller in India in relation to an Eligible Contract and shall include **Consultant / PMC**;

“**Shipment**” means any mode of dispatch, whether by sea or otherwise, agreed between the Seller and the Buyer;

“**Terminal Disbursement Date**” means the date falling on expiration of a period of 60 (sixty) months after the scheduled completion date of the Project.

2. Amount of the Credit:

Exim Bank agrees to extend to the Borrower and the Borrower agrees to avail from Exim Bank a Credit of \$ 100,000,000 (Dollars One Hundred Million only) to finance purchase of the Eligible Goods and Services upto the Eligible Value of each Eligible Contract on the terms and conditions herein set out.

3. Eligibility of contract to be financed out of the Credit:

3.1 A contract shall not be eligible to be financed out of the Credit unless:-

- (a) it is for the import of the Eligible Goods and Services into the Borrower’s Country and in the case of any contract which includes rendering of consultancy services, it provides for sourcing consultancy services from India;
- (b) the contract price is specified in Dollars;
- (c) the Borrower has conducted a transparent, non-discriminatory and fair bidding process for selection of the Seller for execution of the contract as per Guidelines for Bidding and Procurement Procedures given at **Annexure I**. The Borrower has ensured that the tendering process for selection of Indian suppliers on the basis of product specifications / eligibility criteria has been developed by the Borrower in consultation with Exim Bank to make the tendering process fair and competitive. The Borrower has also provided a confirmation to Exim Bank to the effect that the Seller has been selected by the Borrower through a competitive bidding process along with details of the procedures adopted for selection of the Seller including the price bids received, the weightages and other relevant criteria adopted in the final selection of the bids;
- (d) the contract requires the Buyer to make payment to the Seller of

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100% (one hundred per cent) of FOB/CFR/CIF/CIP contract price of the Eligible Goods excluding Services, pro-rata against shipments, to be covered under an irrevocable letter of credit in favour of the Seller;

- (e) the Borrower confirms to Exim Bank that any taxes and duties imposed in the borrowing's country on the Eligible Contract shall be exempt or borne by the borrower;
- (f) in the case of services to be rendered by a Seller in the Borrower's Country, or where the contract requires advance payment to be made by the Buyer to the Seller which needs to be financed out of the Credit, the contract provides for the Buyer to cause the Borrower to issue a Payment Authorisation to Exim Bank to enable the Seller to claim payment from Exim Bank of the Eligible Value apportionable to the amount of invoice for such services or, as the case may be, the amount of advance payment; the advance payment shall be made against submission of a recognized bank guarantee by the Seller to the Buyer;
- (g) the contract contains a provision that the Eligible Goods and Services shall be inspected before shipment on behalf of the Buyer and the documents to be furnished by the Seller to the Negotiating Bank under the letter of credit arrangement referred to in sub-clause (d) herein shall include an inspection certificate;
- (h) the contract also contains a provision to the effect that Exim Bank shall not be liable to the Buyer or the Seller for not being able to finance purchase of the Eligible Goods and Services or any portion thereof by reason of suspension or cancellation of any undrawn amount of the Credit in terms of this Agreement;
- (i) the Borrower has sent to Exim Bank brief details of the contract in the format at **Annexure II** and such other documents and information as Exim Bank may require in this behalf, and Exim Bank has, in writing, conveyed inclusion of the contract under the Credit indicating the Eligible Value thereof;
- (j) the contract contains a procurement plan, an operational plan and suitable safeguards for ensuring sustainability and maintenance of the Project during the life of the Project.
- (k) the contract has been concluded within eighteen months from the date of this Agreement;

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3.2 Details of any amendment to an Eligible Contract agreed to by the parties thereto shall also be furnished by the Borrower to Exim Bank alongwith evidence of approval of the amendment by the Borrower. Provided, however, that Exim Bank's approval hereunder may not be necessary if such amendment is only a variation of technical specifications of the Eligible Goods and Services to be supplied under the contract that does not involve a material change in the scope or object of the contract/ payment terms. The Borrower shall, nevertheless, advise Exim Bank of any such amendment.

4. Disbursements out of the Credit:

4.A Eligible Goods and Services covered by letters of credit:

4.A.1 All letters of credit in pursuance of Clause 3.1 (d) hereof shall be opened by the Issuing Bank in favour of the Seller within such period prior to the relevant Terminal Disbursement Date as may be agreed by Exim Bank after the relative contract is approved by Exim Bank. The letters of credit shall be advised and negotiated through the Negotiating Bank. The letters of credit shall be subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) published by the International Chamber of Commerce, (Publication No.600), and shall be irrevocable. Each letter of credit which shall be for an amount that shall cover the contract price, shall provide for payment to be made to the Seller against presentation of documents as specified in the letter of credit, an inspection certificate and Payment Authorisation;

4.A.2 Upon presentation of documents by the Seller to the Negotiating Bank, the Negotiating Bank shall pay to the Seller, an amount being not more than one hundred per cent (100%) of FOB/CFR/CIF/CIP contract value apportionable to the relative shipment as reduced by the amount of advance payment, if any, in equivalent amount at the spot rate of exchange of the Negotiating Bank, by credit to the account of the Seller with such bank as may be specified by it, provided the documents presented are in order and are compliant with the relevant letter of credit.

4.A.3 The amount of disbursement that shall have been made by Exim Bank as the Negotiating Bank as mentioned in Clause 4.A.2 shall be deemed to be an Advance made by Exim Bank to the Borrower out of the Credit and the date on which Exim Bank pays or remits the amount from Mumbai to the Seller shall be deemed to be the date of such Advance. Exim Bank shall thereafter, advise the Borrower of the date and amount of Advance. The records of Exim Bank as to the particulars of disbursements and accounts shall be final and binding on the Borrower save for manifest error.

4.A.4 Bank charges, expenses, commission or stamp duty payable outside the



Borrower's Country shall be to the account of the Seller and those payable in the Borrower's Country shall be to the account of the relevant Buyer.

4.A.5 Exim Bank shall in no way be liable or responsible for any act or omission in handling the letter(s) of credit or negotiation of documents thereunder.

4.B Disbursements against Payment Authorisation:

4.B.1 The Borrower shall on receiving:

- (i) an invoice from the Seller duly certified by the Buyer representing the amount for supplies made / services rendered by the Seller under an Eligible Contract in the Borrower's Country, or,
- (ii) a request from the Buyer to release advance payment to the Seller, in the case of the amount of advance payment under an Eligible Contract (where such advance payment is agreed to be financed out of the Credit),
- (iii) a request from the Buyer to release retention money to the Seller under an Eligible Contract.

send Payment Authorisation favouring the Seller to Exim Bank in the format given at **Annexure III** for the amount of the Eligible Value apportionable to the relevant invoice/request.

4.B.2 Exim Bank shall on receipt of the original Payment Authorisation of the Borrower transfer the amount mentioned therein to the credit of the Seller in such account and with such bank as the Seller may have notified to Exim Bank.

4.B.3 The amount remitted by Exim Bank to the Seller pursuant to the Payment Authorisation for account of the Seller as aforesaid shall be deemed to be an Advance made by Exim Bank to the Borrower out of the Credit, and the date on which Exim Bank shall pay or remit the said amount from Mumbai to the designated account of the Seller shall be deemed to be the date of such Advance. Exim Bank shall thereafter, advise the Borrower of the date and amount of Advance. The records of Exim Bank as to the amount of disbursement(s) and particulars in the Borrower's account shall be final and binding on the Borrower save for manifest error.

4.C Notwithstanding anything contained hereinabove, Exim Bank shall not be obliged to make any payment to the Seller after the relevant Terminal Disbursement Date or otherwise in excess of the aggregate amount of the Credit facility. The Borrower shall therefore, ensure that Eligible



Contracts shall be concluded in such a manner that letter(s) of credit in respect of the Eligible Contracts shall be opened within the period specified in Clause 4.A.1 or as the case may be, Payment Authorisation shall be received by Exim Bank and disbursements in respect of the letters of credit and under the Payment Authorisation can be made by Exim Bank on or before the relevant Terminal Disbursement Date and that the aggregate Eligible Value of the Eligible Contracts does not exceed the limit of the Credit.

4. D No part of any Advance(s) made under the Credit shall be applied towards payment of any taxes, whatsoever.

5. Interest:

- 5.1 On each Interest Payment Date, the Borrower shall pay to Exim Bank interest accrued on the principal amount of each Advance or, as the case may be, on the amount of the Credit outstanding during the Interest Period relating thereto at the Interest Rate.
- 5.2 Interest shall accrue from the date of each Advance and shall be calculated on the basis of the actual number of days elapsed (including the first day of the period during which it accrues) using 360 days a year factor.
- 5.3 Interest on other monies which may not be paid when due under the provisions of this Agreement shall also be payable on the relevant Interest Payment Date in the manner specified for payment of interest.
- 5.4 All interest on the outstanding amount of an Advance or the Credit, as the case may be, and on all other monies accruing due under the Credit Agreement shall, if not paid on the respective due dates, carry further interest at the same rate as specified above, computed from the respective due dates and shall become payable upon the footing of compound interest with rests taken or made half-yearly, without prejudice to the provisions of Clause 8 below.

6. Repayment:

The Borrower hereby agrees and covenants to repay to Exim Bank the outstanding principal amount of the Credit after a moratorium of five (5) years from the date of first Advance, in successive half-yearly substantially equal installments over such period not exceeding Twenty-five (25) years (including the moratorium period) from the date of first Advance as may be agreed between Exim Bank and the Borrower, at the time of approval of the first Eligible Contract, the first of such installments falling due for payment on the date immediately following the date of expiry of the aforesaid moratorium period. Exim Bank shall




advise the Borrower of the repayment schedule relating to the Credit soon after disbursement of the first Advance. Provided However that if for any reason the aggregate amount of Advances finally disbursed by Exim Bank shall be less than the amount of Credit facility agreed to be provided by Exim Bank to the Borrower under this Agreement, the amount of the aforesaid repayment instalments of the Credit shall stand reduced in the inverse order of their maturity.

7. Fee(s)

7.1 Commitment Fee:

The Borrower shall pay to Exim Bank a commitment fee at the rate of 0.50% (fifty basis points) per annum on the amount of Credit remaining undrawn in respect of each Eligible Contract. The commitment fee shall begin to accrue from expiration of twelve (12) months from the date of approval of the relevant contract by Exim Bank and shall cease on the date of final disbursement of the Eligible Value of the Eligible Contract or on the Terminal Disbursement Date relating thereto, whichever is earlier. The commitment fee shall be payable on each Interest Payment Date alongwith half-yearly interest as specified in clause 5 hereof following the expiry of the said period of twelve (12) months. Provided however that commitment fee on the amount of Eligible Value of each Eligible Contract that may have remained undrawn on the relevant Terminal Disbursement Date shall be payable within ten (10) Business Days from such Terminal Disbursement Date.

7.2 No portion of commitment fee shall be refundable by Exim Bank to the Borrower even if disbursement of the whole or any part of the Eligible Value of an Eligible Contract may not materialise for any reason whatsoever.

8. Default Interest

8.1 If there shall be a default by the Borrower in the payment of any sum when due under this Agreement, the Borrower shall pay to Exim Bank additional interest by way of liquidated damages on the defaulted amount(s) from the due date to the date of actual payment (as well after as before judgement) at the rate of 2% p.a. (two per cent per annum) over and above the Interest Rate.

8.2 Interest at the rate as aforesaid shall accrue from day to day, shall be calculated on the basis of the actual number of days elapsed and 360 days a year factor.

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9. Conditions Precedent:

- 9.1 This Agreement shall become effective upon Exim Bank confirming to the Borrower in writing that it has received the following documents/documentary evidence from the Borrower in form and substance satisfactory to it :-
- (a) an opinion of the Borrower's legal counsel substantially in the form given at **Annexure IV**, with respect to governmental and corporate authorisations, sanctions, consents and licences alongwith certified true copies thereof where available, that may be required for execution of this Agreement and all documents pursuant thereto, the execution, validity and enforceability of this Agreement and other documents in implementation thereof and such other matters pertaining to the transactions contemplated by this Agreement as Exim Bank may reasonably request;
 - (b) authenticated specimen signatures of the persons who are authorised to sign this Agreement and all documents thereunder including Payment Authorisations and to represent the Borrower in connection with implementation of this Agreement substantially in the format given at **Annexure V**; such specimen signatures shall be binding on the Borrower until Exim Bank receives notice of express revocation from the Borrower.
- 9.2 The Borrower hereby agrees to furnish the documents/documentary evidence mentioned in Clause 9.1 within 60 days from the date of this Agreement or within such extended period as may be agreed by Exim Bank.
- 9.3 Exim Bank shall approve a contract as eligible for being financed under this Agreement only after the Agreement has become effective, and Exim Bank shall disburse moneys for account of the Borrower subject to the following:-
- (a) fee, interest and costs, charges and expenses, if any, payable by the Borrower under this Agreement shall have been paid to Exim Bank when due;
 - (b) Exim Bank shall have received from the Seller the documents in terms of Clause 4.A.2, or, as the case may be, Payment Authorisation of the Borrower in terms of Clause 4.B.2, prior to the relevant Terminal Disbursement Date;
 - (c) all representations and warranties made by the Borrower in the General Conditions of this Agreement shall have remained true and

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correct on the date of each Advance under the Credit as if all of them as may be relevant shall have been repeated with respect to the facts and circumstances existing on the date thereof;

- (d) no Event of Default shall have happened and be continuing; and
- (e) Exim Bank shall have received from the Borrower confirmation that all statutory /regulatory / budgetary approvals have been obtained for the Project and the Borrower has made available or made necessary arrangements for provision of availability of land, right of way, along with basic infrastructure, water and electricity at the Project site(s) in the Borrower's Country);
- (f) Exim Bank shall have received from the Borrower, confirmation on tax and duty exemptions, financial closure and other commitments made by the Borrower in connection with the Project along with the copy of the contract.
- (g) Exim Bank shall have received from the Borrower confirmation that the project complies with the applicable laws and regulations relating to environmental, social and governance issues of the Borrower's Country.

10. Anti-Corruption Law:

- 10.1 It is strictly forbidden to the contracting parties, by themselves or by a third party involved with this Agreement, to offer, ask or accept for itself or for a third party, financial or non-financial advantage or even direct or indirect promise, as offsets for the conclusion and/or execution of this Agreement, if susceptible of being qualified as criminal unlawful acts in accordance with national laws of any party involved.
- 10.2 Any contract that is based in the practice or its attempt of situations stipulated under Clause 10.1 shall tantamount to an Event of Default under this Agreement, without prejudice to eventual civil and criminal consequences against those involved in these practices.

11. Integrity

The Borrower hereby agrees, covenants and undertakes to take all necessary measures to maintain highest level of ethics and integrity during the currency of this Agreement and ensure that Seller, bidders, suppliers, contractors, agents, consultants, sub-contractors, service providers, and any personnel thereof shall take all necessary and reasonable steps within their scope of business and area of responsibility to avoid and defend against serious violations of obligations in or in connection with implementation of the Project including preparation of DPR, and

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in bidding, procurement and execution processes in connection with the Project.

12. General Conditions to form part of Credit Agreement:

This Agreement shall be read with the General Conditions contained in **SCHEDULE** hereto which shall form an integral part of this Agreement and be deemed incorporated herein by reference and the parties hereto agree to accept and be bound by the provisions thereof.



THE SCHEDULE ABOVE REFERRED TO

General Conditions

- A. Definitions & Interpretations
- B. Borrower's liability
- C. Interest Period
- D. Taxes
- E. Currency of Account and Place of Payment
- F. Appropriation of Payments
- G. Indemnity
- H. Representations
- I. Affirmative Covenants
- J. Inspection and Monitoring
- K. Events of Default
- L. Evidence of Debt
- M. Waiver
- N. Assignment/Transfer
- O. Certification by Exim Bank
- P. Partial Invalidity
- Q. Language of documents
- R. Law
- S. Arbitration
- T. Notices




SCHEDULE**GENERAL CONDITIONS****A. Definitions & Interpretations:**

Except as expressly specified herein, all expressions used in the General Conditions and defined in the Credit Agreement of which the General Conditions form a part, shall have the same meanings as given to them in the Credit Agreement. In the event of any inconsistency between any provision of the Credit Agreement and the General Conditions, the relative provision of the Credit Agreement shall prevail.

B. Borrower's liability:

The liability of the Borrower to make any payment hereunder being primary, shall in no way be conditional upon due performance by the Seller in terms of an Eligible Contract and shall not be affected by reason of any dispute between a Buyer and a Seller or any right which a Buyer may have or claim to have against a Seller nor shall the Borrower be entitled to raise any defence or objection emanating from its business or contractual relations with a Buyer, for making any payment to Exim Bank under the Credit Agreement.

C. Interest Period:

- (1) The period for which an Advance or the Credit, as the case may be, is outstanding shall be divided into successive periods (each an "Interest Period"), having duration of six months each or as otherwise mentioned.
- (2) The first Interest Period in respect of each Advance shall commence on the date on which an Advance is made, and in the case of first Advance relating to the first Eligible Contract, the first Interest Period shall end on the Interest Payment Date following the commencement of such Interest Period.
- (3) The first Interest Period in respect of each subsequent Advance relating either to the same or another Eligible Contract shall end on the last day of the then current Interest Period relating to the first Advance pertaining to the first Eligible Contract.
- (4) Each Interest Period (other than the first Interest Period in relation to each Advance) shall commence on the day immediately following the preceding Interest Period, and shall end on the Interest Payment Date nearest to it.

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- (5) Any Interest Period that would otherwise end during the month preceding or extend beyond the final Repayment Date shall be of such duration that it shall end on that date subject to adjustment in accordance with Section E.4.
- (6) Where two or more Interest Periods begin and also end on the same day, the Advances to which these Interest Periods relate, shall constitute and be referred to as one Advance.

D. Taxes:

- D.1 All sums payable by the Borrower under the Credit Agreement shall be paid in full without set-off or counter-claim or any restriction or condition and free and clear of any deduction for or on account of any present or future taxes or other deductions or withholdings of any nature whatsoever, now or hereafter imposed by the government of the Borrower's Country ("the Taxes"). If (i) the Borrower shall be required by law to make any deduction or withholding from any sum payable by it hereunder; or (ii) Exim Bank shall be required by law to make any payment on account of tax (other than tax on its overall net income) on or in relation to any amount received or receivable by it hereunder, or otherwise payable by Exim Bank to its lender(s) from whom Exim Bank may have sourced funds to make available the Credit, then the sum payable by the Borrower in respect of which such deduction, withholding or payment may be required to be made, shall be increased to the extent necessary to ensure that after the making of such deduction, withholding or payment, Exim Bank shall receive and retain (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to the sum which it would have received and so retained had no such deduction, withholding or payment been made.
- D.2 The Borrower shall deliver to Exim Bank within thirty days after it shall have made any payment from which it shall have been required by law to make any deduction or withholding, a receipt issued by the relevant taxing or other authorities evidencing the deduction or withholding of amounts required to be deducted or withheld from such payment.
- D.3 The Borrower shall hold Exim Bank harmless from and against any liability with respect to any tax on or in relation to any amount payable by the Borrower under the Credit Agreement (whether or not properly or legally asserted).
- D.4 If at any time the Borrower shall become aware that any such deduction, withholding or payment contemplated by sub-Section (1) above may need to be made, it shall immediately notify Exim Bank and provide all available details thereof.

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E. Currency of Account and Place of Payment:

- E.1 Dollar is the currency of account and payment for each and every sum at any time due by the Borrower under the Credit Agreement. It is however hereby agreed that each sum which is otherwise payable by the Borrower to Exim Bank in Dollars.
- E.2 (i) If any sum due from the Borrower under this Agreement or under any arbitral award or judgement on an award given or made in relation hereto, may need to be converted from the currency ("the First Currency") in which the same shall be payable hereunder or under such award or judgement into another currency ("the Second Currency") for the purpose of (i) making or filing a claim or proof against the Borrower; (ii) obtaining an arbitral award or judgement on an award in any court or tribunal; or (iii) enforcing any such award or judgement given or made in relation hereto, then such conversion shall be made at the rate of exchange quoted to Exim Bank by a commercial bank for freely transferable Dollars, at the close of business on the day before the day on which the claim or proof is filed or award or judgement is rendered, and the Borrower shall indemnify Exim Bank and hold it safe and harmless from and against any loss suffered by it as a result of any fluctuation between (a) the rate of exchange used for such purpose to convert the sum in question from the First Currency into the Second Currency and (b) the rate of exchange at which Exim Bank may in the ordinary course of business purchase the First Currency with the Second Currency upon receipt of a sum paid to it in satisfaction in whole or in part, of any such claim or proof or award or judgement.
- (ii) For the purpose of sub-Section E.2(i) and without prejudice to the indemnity therein contained, the Borrower further agrees, to the full extent permitted by law, that any award or judgement on an award made in the Second Currency shall be for such sum as would, at the rate or rates of exchange at which Exim Bank may in the ordinary course of business purchase the First Currency with the Second Currency as at the date of payment, enable Exim Bank to receive the sum due to it in the First Currency.
- E.3 All payments to be made hereunder by the Borrower to Exim Bank shall be made in Dollars by means of transfer/credit to the account(s) of Exim Bank with designated bank/s in India or abroad. The payments shall be so made as to enable Exim Bank to receive or realise at par the amount of payment on or before the relative due date thereof. Unless otherwise advised by Exim Bank, the Borrower shall make payment to the credit of Exim Bank



A/c. No. 36247347 with Citibank N.A., New York, U.S.A. The payment obligations of the Borrower shall be deemed fulfilled only when and to the extent payments have been transferred without any deduction to the designated account of Exim Bank and are at its free disposal.

- E.4 If the date on which any sum under the Credit Agreement is due and payable shall not be a Business Day at the place of payment or for Exim Bank, as applicable, then the due date for payment of any such sum shall be the next succeeding Business Day, unless such succeeding Business Day falls in another calendar month, in which event, the due date shall be the immediately preceding Business Day, and if necessary, interest and fee, if any, shall be calculated accordingly.

F. Appropriation of Payments:

- F.1 Unless otherwise required by Exim Bank, any payment under this Credit Agreement when made to or received/recovered by Exim Bank, shall be appropriated in the following order and the Borrower waives any right it may have to direct appropriation in any other order:

- (a) costs and expenses;
- (b) fee;
- (c) additional interest by way of liquidated damages;
- (d) compound interest;
- (e) interest; and
- (f) instalment(s) of principal due under the Credit Agreement.

- F.2 Notwithstanding anything contained in sub-Section (1) hereinabove, Exim Bank may at its discretion, appropriate such payment towards satisfaction of dues, if any, payable by the Borrower in respect of any other loan/facility availed of from Exim Bank.

G. Indemnity:

The Borrower shall indemnify and keep Exim Bank indemnified from and against all losses, liabilities, damages, costs, charges and expenses which it may certify to have been incurred as a consequence of occurrence of any Event of Default or any other breach by the Borrower of any of its obligations under the Credit Agreement or by reason of any payment or repayment to or receipt or recovery by Exim Bank of any installment of the Credit or any overdue sum otherwise than on a Repayment Date or an Interest Payment Date relating thereto (including any loss incurred by Exim Bank in liquidating or redeploying funds acquired to maintain the Credit or arranged for the purpose of a proposed Advance and any interest or cost incurred in funding any unpaid sum).




H. Representations:

H.1 The Borrower represents that:-

- (i) the official(s) signing this Agreement has/have full power, capacity and authority to execute and deliver the Credit Agreement on behalf of the Borrower and that necessary action (statutory and any others) has been taken to authorise its borrowings hereunder and the execution, delivery and performance of the Credit Agreement and all documents in pursuance thereof;
- (ii) all acts, conditions and things required to be done, fulfilled and performed in order (a) to enable the Borrower lawfully to enter into, exercise its rights under and perform the obligations expressed to be assumed by it under the Credit Agreement and (b) to ensure that the obligations expressed to be assumed by it in the Credit Agreement are legal, valid and enforceable, have been done, fulfilled and performed in strict compliance with the laws of the Borrower's Country and there has been no default in fulfillment of the conditions of any of them;
- (iii) the obligations expressed to be assumed by the Borrower in the Credit Agreement constitute legal and valid obligations enforceable in accordance with their terms and are direct unconditional and general obligations of the Borrower, ranking at least pari passu with all its other unsecured obligations;
- (iv) it is not necessary in order to ensure the legality, validity, enforceability or admissibility in evidence of the Credit Agreement and Payment Authorisation in the Borrower's Country that it or any other document be filed, notarised, registered, recorded or enrolled with any court or authority there or that any stamp, registration or similar tax be paid on or in relation to this Agreement;
- (v) the Borrower is subject to civil and commercial law and to legal proceedings with respect to its obligations under the Credit Agreement and all documents executed pursuant thereto and the borrowing of the Credit execution and delivery of the Credit Agreement and the performance by the Borrower thereunder constitute/will constitute private and commercial acts and not governmental or public acts. Neither the Borrower nor any of its property, assets or revenues (other than the Excluded Assets) is entitled to any right of immunity or privilege from service of process, attachment (whether prior to the entry of or in aid of execution upon a judgement) or set-off, judgement, execution, or



from any other legal process in the Borrower's Country on the grounds of sovereignty or otherwise, and the waiver contained in this Agreement of any right of such immunity and privilege by the Borrower is irrevocably binding on the Borrower;

- (vi) in any proceedings taken in the Borrower's Country for the enforcement of the Credit Agreement, the choice of the Indian law as the governing law of the Credit Agreement is a valid choice of law and any decree or judgment or an arbitral award in respect of the Credit Agreement will be recognised and enforced by the courts in the Borrower's Country;
- (vii) Exim Bank shall not be deemed to be domiciled or carrying on business in the Borrower's Country by reason only of the execution of the Credit Agreement.

H.2 The Borrower further represents that:-

- (i) neither the execution or performance of the Credit Agreement or the Payment Authorisations nor the exercise by the Borrower of any of its rights hereunder will:
 - (a) conflict with or result in any breach of or default under any law, authorisation, judgment, order, agreement, instrument or obligation applicable to, or which is binding upon or affects the Borrower or any of its present or future assets or revenues, or
 - (b) result in the creation of or oblige the Borrower to create, any encumbrance on the whole or any part of its present or future assets or revenues;
- (ii) the Borrower is not in breach of or in default under any law, authorisation, agreement, instrument or obligation applicable to, or which is binding upon or affects, the Borrower or any of its assets or revenues, being a breach or default which might have material adverse effect on the ability of the Borrower to duly observe and perform its obligations under the Credit Agreement;
- (iii) there is no restriction imposed in the Borrower's Country which limits or prevents the transfer of foreign exchange by the Borrower for the purpose of performing any of its payment obligations under the Credit Agreement;
- (iv) no event has occurred which is or may become specified (with the



giving of notice and/or the passing of time and/or any finding of materiality) as one of those events mentioned in Section K.1 and no other event has occurred which entitles, or which, with the giving of notice and/or the passing of time, would entitle any creditor of the Borrower to declare its indebtedness due and payable prior to its specified maturity or to cancel or terminate any credit facility or to decline to make advances thereunder; and

- (v) the information provided by the Borrower to Exim Bank before the date hereof in connection herewith is true and is not incorrect or misleading in any respect.

I. Affirmative Covenants:

The Borrower agrees, covenants and undertakes to:-

- (i) utilise the Credit facility for financing purchase from India of **Eligible Goods and Services** by Buyers in the Borrower's Country;
- (ii) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required by the laws and regulations of the Borrower's Country to enable the Borrower lawfully to enter into the Credit Agreement and perform its obligations hereunder and thereunder and to ensure the legality, validity, enforceability or admissibility in evidence of the Credit Agreement in the Borrower's Country;
- (iii) promptly inform Exim Bank of the occurrence of any event which is or may become (with the giving of notice and / or the passing of time and / or any finding of materiality) one of those events mentioned in Section K.1 hereof;
- (iv) promptly inform Exim Bank of any litigation, arbitration, administrative proceeding or contract claim brought or made against the Borrower or against any of the assets of the Borrower, the consequences of which might materially or adversely affect the financial condition of the Borrower or the ability of the Borrower to duly observe and perform any of its obligations under the Credit Agreement;
- (v) ensure that its obligations hereunder will at all times be direct, unconditional and general obligations ranking at least pari passu with all its other unsecured obligations;
- (vi) meet any shortfall in resources or costs overrun for completion of the Project.

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- (vii) pay or cause to be paid all lawful claims of whatever nature, which, if unpaid, might become an encumbrance upon the assets, revenues, income or profits of the Borrower, unless the validity thereof is being contested in good faith and such reserves or provisions as may be required by generally accepted accounting principles and practices in the Borrower's Country shall have been made therefor;
- (viii) appoint a process agent in Mumbai whenever called upon by and ensure that until payment is made by the Borrower of all moneys to Exim Bank under the Credit Agreement, such agency relationship shall not be terminated after its appointment unless another process agent acceptable to Exim Bank has been substituted, and to notify to Exim Bank about any change in the appointment of process agent(s) or in their addresses, and pending appointment of a process agent, service of process by mailing copies thereof to the Borrower by registered airmail, postage prepaid, at the address specified herein, shall be deemed personal service accepted by the Borrower, and shall be valid and binding on it for the purposes of reference to arbitration;
- (ix) ensure compliance of the project with the applicable laws and regulations relating to environmental, social and governance issues of the Borrower's Country.

J. Inspection and Monitoring:

J.1 Inspection

The Borrower covenants and agrees that until all amounts due under the Credit Agreement have been paid in full, the Borrower shall facilitate inspection being taken by the representatives of Exim Bank of the Buyer's facilities, activities, books and records and cause their officers and employees to give full co-operation and assistance in connection therewith, it being understood that the inspection will be confined to that portion of the Buyer's Project which may have utilized Exim Bank's funds. The Borrower shall arrange for the requisite consents of the Buyer prior to inspection by Exim Bank. The Borrower further covenants and agrees that it shall also procure the consent of its Seller, bidders, suppliers, contractors, agents, consultants, sub-contractors, service providers, and any personnel thereof, to allow the Government of India/Exim Bank to inspect all accounts, records and other documents relating to submission of bids and contract performance, and to have them audited by the auditors appointed by the Government of India/ Exim Bank during the currency of this Agreement.

Provided however that if an Event of Default has occurred and is




continuing, then Exim Bank shall have the right to carry out the inspection without informing the Buyer or taking any consent from bidders, suppliers, contractors, agents consultants, sub-contractors, service providers, and any personnel thereof.

J.2 Monitoring of Project(s) / Eligible Contract(s)

- (a) The Borrower shall submit a status report on execution of each Eligible Contract at an interval of 6 months from the date of approval of each contract till completion of the Eligible Contract.
- (b) The Borrower, shall at its cost and expenses, on completion of Project / each Eligible Contract, submit a comprehensive Project completion report covering benefits derived/to be derived from the Project and its socio-economic impact in the Borrower's Country along with visual documentation.
- (c) Exim Bank may appoint a Lender's Engineer for independent monitoring of the Project. The responsibility of the Lender's Engineer, is to ensure adherence to time and quality specifications, and where necessary, initiate corrective action for the successful and timely implementation of projects. The Borrower shall ensure that the Seller, contractors and consultants engaged with the Project provide necessary support and assistance to such Lender's Engineer.
- (d) The Borrower shall at all times during the currency of the Credit, permit access to officials and representatives of Government of India / Exim Bank to the Project site(s) in the Borrower's Country. In the Event of Default by the Borrower, Exim Bank shall have unrestricted right of access and inspection to the Buyers facilities which are funded by Exim Bank's Credit.

K. Events of Default:

K.1 For the purpose of this clause, there shall be an event of default if –

- (a) any amount payable by the Borrower to Exim Bank under the Credit Agreement is not paid when due;
- (b) the Borrower fails to perform or observe any of its other obligations under the Credit Agreement;
- (c) any information furnished or representation made by the Borrower to Exim Bank is found to be incorrect or incomplete in any material respect;

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- (d) the Borrower defaults in payment of any other external indebtedness on its due date or any external debt of the Borrower becomes due and payable prior to its stated maturity or a moratorium or embargo is declared on the payment of any external debt of the Borrower or any of its agencies, or any political event occurs by reason of which the Borrower's Country is declared to be on inimical terms with India;
- (e) any restriction shall have been imposed in the Borrower's Country which limits or prevents the transfer of foreign exchange by the Borrower for the purpose of performing any of its payment obligations under the Credit Agreement.

K.2 If an Event of Default occurs and remains unremedied within ninety (90) days after Exim Bank has notified the Borrower of such default, then Exim Bank may, by a notice in writing to the Borrower declare that:

- (a) access by the Borrower to availment of the Credit facility hereunder shall stand suspended in which event the Credit facility to the extent not availed of by the Borrower shall remain suspended until the event which gave rise to such suspension shall have ceased to exist to the satisfaction of Exim Bank and Exim Bank shall have notified the Borrower that access to the Credit facility has been restored; or
- (b) any undrawn portion of the Credit shall stand cancelled whereupon the same shall stand cancelled;
- (c) no new or additional credit facility will be granted to the Borrower by Exim Bank;
- (d) the unpaid principal amount of all Advance(s) or the Credit, as the case may be, shall become immediately due and payable, whereupon the same shall become so payable by the Borrower to Exim Bank (anything to the contrary in the Credit Agreement notwithstanding) together with all interest accrued thereon and all other monies then owed by the Borrower to Exim Bank hereunder, without any further notice or demand of any kind whatsoever, all of which the Borrower hereby expressly waives in favour of Exim Bank.

K.3 All expenses incurred by Exim Bank after an Event of Default shall have occurred in connection with preservation of the Borrower's assets and collection of amounts due under the Credit Agreement shall be forthwith payable by the Borrower, and until payment, shall carry interest at the



Interest Rate, besides additional interest by way of liquidated damages at the rate provided in the Credit Agreement.

K.4 Notwithstanding any suspension, cancellation or acceleration pursuant to any of the events of default referred to above, all the provisions of the Credit Agreement shall continue in full force and effect during the period any amount payable by the Borrower to Exim Bank remains outstanding, and independent of the Borrower's obligations under the Credit Agreement, the Borrower also agrees to indemnify Exim Bank against the consequences (direct or indirect) of any action that may be taken by a Seller or Buyer against Exim Bank by reason of suspension of the Credit facility or cancellation of the undrawn portion of the Credit as aforesaid.

L. Evidence of Debt:

- (a) Exim Bank will maintain, in accordance with its usual practice, a loan account in the name of the Borrower evidencing the amount(s) from time to time lent by and owing to Exim Bank as also amount(s) received or recovered by it, and an interest receivable account showing therein the amount of interest and other moneys payable under the Credit Agreement as also amount(s) received or recovered by Exim Bank in respect thereof.
- (b) In any proceedings arising out of or in connection with the Credit Agreement, entries made in the accounts maintained as aforesaid shall be prima facie evidence of the existence of the liability of the Borrower as therein recorded.

M. Waiver:

No delay in exercising or omission to exercise any right, power or remedy accruing to Exim Bank upon any default under the Credit Agreement or any other agreement or document executed pursuant thereto, shall impair any such right, power or remedy or shall constitute a waiver thereof or of any obligation of the Borrower hereunder or thereunder or be construed as an acquiescence in such default, nor shall the action or inaction of Exim Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of Exim Bank in respect of any other default. The rights and remedies provided in the Credit Agreement are cumulative and not exclusive of any rights and remedies to which Exim Bank shall otherwise be entitled.

N. Assignment/Transfer:

Exim Bank shall be entitled at any time to transfer, assign, grant participation in or otherwise dispose of any of its rights and benefits under the Credit Agreement to any person within or outside India. The Borrower however, shall not assign or

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transfer any of its rights or obligations arising under the Credit Agreement.

O. Certification by Exim Bank:

Where pursuant to any provision of the Credit Agreement, Exim Bank may certify or determine a rate of interest or an amount to be payable by the Borrower or express an opinion on any matter, such certification, determination or opinion shall be conclusive and binding on the Borrower in the absence of manifest error.

P. Partial Invalidity:

If at any time any provision of the Credit Agreement shall become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, enforceability of the remaining provisions hereof nor legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

Q. Language of documents:

All documents required under the Credit Agreement shall be in English language.

R. Law:

The Credit Agreement shall be governed by and construed in accordance with the laws of India.

S. Arbitration:

S.1 Any dispute or difference between the parties hereto arising out of this Agreement shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, by one or more arbitrators appointed in conformity with the said Act and an award in pursuance thereof shall be binding on the parties. The party which seeks to submit the dispute to arbitration shall notify the other party in writing not less than four weeks in advance of the proposed date of submission of the dispute to arbitration. The place of arbitration shall be Mumbai, India and the language in arbitration proceedings shall be English.

S.2 The Borrower irrevocably and unconditionally waives any objection which it may now or hereafter have to the choice of Mumbai as the venue of arbitration arising out of or relating to the Credit Agreement and documents executed pursuant thereto. The Borrower also agrees that an arbitral award against it in any such arbitration proceedings shall be conclusive evidence of the fact and amount of its indebtedness and may be enforced and executed in the Borrower's Country on the strength of a duly certified true

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copy thereof under its applicable laws for enforcement of a foreign arbitral award.

- S.3 The Borrower hereby consents generally in respect of any arbitration proceedings arising out of or in connection with the Credit Agreement and all documents executed in pursuance thereof, to the giving of any relief or the issue of any process in connection with such proceedings including without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any award or judgement on such award which may be made or given in such proceedings.
- S.4 To the extent that the Borrower may hereafter be entitled in any jurisdiction to claim for itself or its property, assets or revenues, immunity from service of process, attachment (whether prior to the entry of or in aid of execution of an award or upon judgement or otherwise), set-off, judgement or from any other legal process on the grounds of sovereignty or otherwise, and to the extent that in any such jurisdiction there may be attributed such immunity to itself or its property, assets or revenues, the Borrower hereby irrevocably agrees not to claim and waives such right to immunity with respect to its obligations under the Credit Agreement to the fullest extent permitted by the laws of such jurisdiction.

T. Notices:

Any notice given and any request or demand made in relation to the Credit Agreement shall be sufficiently given or made if sent by registered air letter, cable, authenticated SWIFT or fax. Such notice, request or demand shall be deemed to have been duly given or made when it is duly dispatched / transmitted to the party to which it is required to be given or made at such party's address specified below or at such other place as such party may designate in writing. When any notice, request or demand is given or made by telex or fax, the party concerned shall also send within a reasonable time a confirmatory copy of such telex or fax by airmail post.

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BORROWER:

The Government of the Republic of Rwanda
Ministry of Finance and Economic Planning
P.O. Box 158, Kigali, Rwanda

Attention: Ministry of Finance and Economic
Planning

Telephone No: +250-252-577994

Fax No. +250-252-577581

Email: mfin@minecofin.gov.rw

EXIM BANK:

Export-Import Bank of India
Ground Floor, Statesman House
148, Barakhamba Road
New Delhi 110001

Attention: LOC Group

Telephone No: (+91-11) 23474800

Fax No: (+91-11) 23321719

SWIFT: EIBINBB

Email: eximloc@eximbankindia.in



Annexure I**Guidelines for Bidding and Procurement Procedures**

- a. The Borrower may conduct competitive bidding procedures in accordance with prevailing procurement laws, rules and regulations of the Borrower's Country to ensure that the award of the Eligible Contract to the Seller is made in a fair and transparent manner; the rules and regulations of the borrowing country relating to competitive bidding should be clearly defined and details of which should be provided to Exim Bank in advance;
- b. The Borrower shall award the Eligible Contract to the Seller based on competitive bidding process. The bidding should be restricted to Indian companies registered in India and or incorporated/established under any law in force in India. However, if such entity is blacklisted by any multilateral agency or any authority in India or the Borrower's Country, such entity will not be eligible to participate;
- c. The Borrower shall forward a complete set of the prequalification criteria and tender documents to Exim Bank for its approval prior to the start of the tender process;
- d. Tender documents will need to be complete in all aspects and shall not be restrictive in nature and shall ensure greater participation from Indian companies. Payment terms shall be linked to milestone achievements under the Project. Exim Bank *may* restrict the advance payment up to 20% of the contract value. 10% of the contract value will be retained and disbursed only after the installation and commissioning of equipment supplied under the Project. Payment terms shall include liquidated damages in the range of 1-5% of the contract value for delays;
- e. The Borrower shall express the bid price only in Dollar (US\$);
- f. The Borrower may draft the contract with scope of works and price and payment schedules on lines similar to the DPR and the tender documents. Under the broad expenditure heads generally stated in DPR, the contract should include suitable sub-headings of expenditure to define the costs more precisely. Any deviation in the contract vis-à-vis the DPR and the tender documents should be supported with detailed justifications for such deviations.
- g. Exim Bank shall analyse the draft contract to ensure that the same is in line with the DPR and the tender documents. In case of any discrepancy, the same will be referred to the Government of India after obtaining clarifications from the Borrower. Exim Bank may, if required, provide its inputs to the Borrower on drafting the contract.




- h. Exim Bank will invite Expression of Interest from Indian companies/entities and undertake a pre-qualification exercise for each project. The list of pre-qualified companies /entities will be provided to the Borrower. The Borrower shall invite bids from the pre-qualified companies / entities.
- i. After the bidding process the Borrower will submit a copy of the draft contract and the bid evaluation report to Exim Bank. Exim Bank shall analyse the said report to ensure that the contract is being awarded in a fair and transparent manner and convey inclusion of the contract under the Credit to the Borrower;
- j. In the event of any deviation from the procedure of bidding, the Borrower shall provide a detailed justification for the same to Exim Bank, which, in turn, will seek the decision of the Government of India, regarding approval of such contracts.
- k. The Borrower shall award the contract in accordance with fair and transparent evaluation criteria and procedures, Exim Bank would reserve the right to keep in abeyance all contracts that are violative of the norms of the transparency and fair competition;
- l. The contract is between the Borrower/its nominated agency/Buyer/executing agency and the supplier or contractor from India whose selection is the prerogative of the Borrower. Exim Bank shall not be responsible for such selection. The responsibility for the implementation of the Project and therefore for the award and administration of contracts under the Project rests with the Borrower.



Annexure II

CONTRACT INCLUSION

(On the letter head of the Government of the Republic of Rwanda)

DETAILS OF THE EXPORT CONTRACT TO BE FINANCED UNDER
CREDIT AGREEMENT DATED _____ BETWEEN
_____ (NAME OF BORROWER) _____ AND EXIM BANK

1. No. and Date of Contract :
2. Name & Address of Importer :
3. Name and Address of Exporter :
4. Currency of Contract : US \$
5. Value of Contract : FOB/CFR/CIF/CIP
 - (i) FOB :
 - (ii) Freight :
 - (iii) Insurance :
 - (iv) Total CFR/CIF :
6. (a) Deferred Credit (100%) :
(b) Period of Deferred Credit :
7. Description of Goods :
8. Delivery Period :
9. Pre-shipment inspection agency. :
10. Credit Period Required :

**(Name & Signature of
Authorized
Signatory/ies)**

MR



Annexure III**DRAFT OF PAYMENT AUTHORISATION**

(On the letter head of Government of the Republic of Rwanda)

Export-Import Bank of India
Ground Floor, Statesman House
148, Barakhamba Road
New Delhi 110001

Dear Sirs,

Re: Dollar Credit Line of US\$ 100 mn
Under the Dollar Credit Line Agreement dated
Contract valued at US\$ _____ between
_____, (Seller) and
_____, (Buyer)

We wish to inform you that the Seller has presented to us its invoice duly certified by the Buyer for an amount of US\$ _____ in respect of *advance payment under the above contract / *supplies made / *services rendered by the Seller to the Buyer / *payment of retention money under the above contract.

We hereby irrevocably authorize Exim Bank to make payment of the said amount of US\$ _____ to the designated account of the Seller in accordance with the payment instructions that may have been given by the Seller to Exim Bank. We agree that the amount so paid by Exim Bank to the Seller shall be deemed to be an Advance made by Exim Bank to us out of the Credit and the date on which Exim Bank shall pay / remit the amount from Mumbai shall be deemed to be the date of such Advance.

We request Exim Bank to advise us the date and the amount of the Advance soon after payment is made by Exim Bank as aforesaid.

Yours faithfully,

*Please delete whichever is not applicable.

(Name &
Signature of
Authorized
Signatory/ies)



Annexure IV**FORMAT OF OPINION OF LEGAL COUNSEL OF THE BORROWER**
(On the Letter Head of Legal Counsel of Government of the Republic of Rwanda)

Ref.No.

Date:

Export-Import Bank of India
Ground Floor, Statesman House
148, Barakhamba Road
New Delhi 110001

Re: Credit Line of _____
to _____.

I, _____ (NAME), a Counsel and Legal Adviser to the Ministry of _____, Government of _____ ("the Government") have examined a copy of the Dollar Credit Line Agreement ("the Agreement") dated _____ between Export-Import Bank of India (Exim Bank) and the Government for a Credit Line of _____ ("the Credit") agreed to be made available by Exim Bank to the Government.

In connection with this opinion I have examined the constitution, laws, decrees, judicial decisions, rules and regulations of _____ ("the Republic") and such agreements, instruments, documents and other matters as I have considered necessary or desirable for the opinions hereinafter expressed.

Based on the foregoing, I am of the opinion that :

- (a) the Government has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (b) Mr. _____ and / Mr. _____, the official(s) representing the Ministry of _____, Government of the Republic who has/have signed the Agreement on behalf of the Government has/have full power and authority to execute and deliver the Agreement and all documents pursuant thereto in the name and on behalf of the Government;
- (c) all legislative, administrative and other governmental actions and statutory and other approvals and permissions required in the Republic for (i) the execution and delivery by the Government of the Agreement and all documents in pursuance thereof, (ii) the borrowings by the Government under the Agreement and (iii) all payments to be made by the Government in accordance with the provisions of the



Agreement, have been obtained and are in full force and effect without any restriction, and the Agreement as executed and delivered constitutes a valid and legally binding obligation of the Government enforceable in law and in accordance with its terms;

- (d) the Government is subject to civil and commercial law and to legal/arbitration proceedings with respect to its obligations under the Agreement and all documents executed pursuant thereto, and the borrowing of the Credit, execution and delivery of the Agreement and the performance by the Government of its obligations thereunder constitute/will constitute private and commercial acts and not governmental or public acts;
- (e) neither the execution and delivery of the Agreement nor the performance of its obligations under the Agreement nor compliance with the terms and conditions thereof will (i) conflict with any present law, regulation, treaty or rule of the Republic or any order of any judicial or other authority, (ii) result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which the Government is a party or is subject or by which it or any of its property is bound, (iii) result in the creation or imposition of any encumbrance on any of the Government's property assets or revenues or (iv) require approval of any other lenders to the Government;
- (f) the Government is not in default under any agreement to which it is a party or by which it may be bound;
- (g) the obligations of the Government under the Agreement and all documents executed in pursuance thereof, constitute the direct, general and unconditional obligations of the Government and, with the exception of priority enjoyed by obligations which are mandatorily preferred by law, rank and will rank at least pari passu with all present and future unsecured indebtedness of the Government;
- (h) it is not necessary in order to ensure the legality, validity, enforceability or admissibility in evidence of the Agreement in the Republic that it or any other document be filed, notarised, registered, recorded or enrolled with any court or authority there or that any stamp, registration or similar tax be paid on or in relation to the Agreement;
- * (i) there is no restriction imposed in the Borrower's Country which limits or prevents the transfer of foreign exchange by the Borrower for the purpose of performing any of its payment obligations under the Credit Agreement;

OR

MR



- * (i) although there are foreign exchange restrictions under the laws of the Republic on the transactions contemplated by the Agreement, the Government has made satisfactory arrangements to ensure that requisite amount of foreign exchange will be available to enable the Government to meet its liability for making payments when due under the Agreement;

**(Please delete one of the Clause (i), whichever is not applicable)*

- (j) under the existing applicable law, there is no income-tax or other tax in the Republic imposed by withholding, which the Government would be otherwise required to deduct from or pay on any amount of payment to be made by the Government under the Agreement;
- (k) it is not necessary under any law, rule or regulation of the Republic
- (a) in order to enable Exim Bank to enforce its rights under the Agreement or
- (b) by reason of Exim Bank entering into the Agreement or exercising its rights or performing its obligations thereunder

that Exim Bank is required to be licenced, qualified or otherwise needs to carry on business in the Republic;

- (l) Exim Bank shall not be deemed to be resident, domiciled or carrying on business in the Republic by reason only of the entering into of the Agreement or the exercise of its rights or the performance of its obligations thereunder;
- (m) neither the Government nor any of its properties, assets or revenues (other than the Excluded Assets) is entitled to any right of immunity or privilege from service of process, attachment (whether prior to the entry of or in aid of execution upon a judgement) or set-off, arbitration proceedings, judgement, execution, or from any other legal process in the Republic on the grounds of sovereignty or otherwise, and the waiver contained in the Agreement of any right of such immunity and privilege by the Government is irrevocably binding on the Government;
- (n) the choice of Indian law to govern the Agreement and all documents executed in pursuance thereof is a valid choice of law and the agreement by the Government to submission of any dispute to arbitration is valid under the laws of the Republic;
- (o) any arbitral award obtained by Exim Bank in respect of any dispute arising under the Agreement shall be conclusive evidence of the amount of its indebtedness under the Agreement and will be recognised and enforced in the Republic on the strength of a duly certified true copy of the award in accordance with the ordinary procedure applicable under the laws of the Republic for enforcement of foreign arbitral award, without any requirement of filing a suit on such award in the courts of the Republic.



The opinions herein expressed are limited to the matters governed by the laws of the Republic as applicable to the Government and I express no opinion as to the laws of any other jurisdiction.

Yours faithfully,

(Name & Signature of the Legal Counsel)



Annexure-V

FORMAT OF AUTHENTICATION OF SPECIMEN SIGNATURES

(On the letter head of Government of the Republic of Rwanda)

Ref.No. _____

Date: _____

Export-Import Bank of India
 Ground Floor, Statesman House
 148, Barakhamba Road
 New Delhi 110001

Re: **Agreement dated _____ for Line of Credit of USD _____**
Extended by Exim Bank to _____ (Borrower)

I, _____ (NAME), _____ (Designation), _____
 ("the Borrower") hereby confirm that the following persons are,
 jointly / severally*, authorized to sign all documents thereunder including Payment
 Authorisations and to represent the Borrower in connection with implementation of the
 Agreement:

Name	Designation	Specimen Signature

*Please delete whichever is not applicable

Stamp

(Name & Signature of
 Authorized Signatory/ies)




Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko-teka n°004/2018/D.L ryo ku wa 06/09/2018 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 23 Nyakanga 2018, hagati ya Repubulika y'u Rwanda na Banki y'Ubuhindi y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni ijana z'Amadolari y'Abanyamerika (100.000.000 USD) agenewe umushinga w'iterambere ry'ingeri nyinshi wa Warufu n'imishinga yo kuhira imyaka muri Mugesera na Nyamukana

Kigali, ku wa **06/09/2018**

(sé)

KAGAME Paul

Perezida wa Repubulika

(sé)

Dr NGIRENTE Edouard

Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

BUSINGYE Johnston

Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Decree-Law n°004/2018/D.L of 06/09/2018 approving the ratification of the Loan Agreement signed at Kigali, Rwanda, on 23 July 2018, between the Republic of Rwanda and the Export-Import Bank of India, relating to the credit of one hundred million American Dollars (USD 100,000,000) for the multifunctional project of Warufu and irrigation projects of Mugesera and Nyamukana

Kigali, on **06/09/2018**

(sé)

KAGAME Paul

President of the Republic

(sé)

Dr NGIRENTE Edouard

Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston

Minister of Justice/Attorney General

Vu pour être annexé au Décret-Loi n°004/2018/D.L du 06/09/2018 approuvant la ratification de l'Accord de Prêt signé à Kigali, au Rwanda, le 23 juillet 2018, entre la République du Rwanda et la Banque d'Import-Export d'Inde, relatif au crédit de cent millions de Dollars Américains (100.000.000 USD) pour le projet multifonctionnel de Warufu et projets d'irrigation de Mugesera et Nyamukana

Kigali, le **06/09/2018**

(sé)

KAGAME Paul

Président de la République

(sé)

Dr NGIRENTE Edouard

Premier Ministre

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston

Ministre de la Justice/Garde des Sceaux

ITEGEKO-TEKA N° 005/2018/D.L RYO KU WA 06/09/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 16 KAMENA 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA KIGAMIJE GUTEZA IMBERE UBUHINZI (IFAD), YEREKERANYE N'INGUZANYO Y'INYONGERA INGANA NA MILIYONI ESHANU N'IBIHUMBI MAGANA INANI NA MIRONGO INE BY'AMADETESI (5.840.000 DTS) AGENEWE UMUSHINGA WO KUZAMURA UBUKUNGU BW'ICYARO HITABWA KU MUSARURO WOHEREZWA MU MAHANGA

DECREE-LAW N° 005/2018/D.L OF 06/09/2018 APPROVING THE RATIFICATION OF THE AGREEMENT SIGNED AT KIGALI, RWANDA, ON 16 JUNE 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL AGRICULTURAL DEVELOPMENT FUND (IFAD), RELATING TO THE ADDITIONAL LOAN OF FIVE MILLION EIGHT HUNDRED AND FORTY THOUSAND SPECIAL DRAWING RIGHTS (SDR 5,840,000) FOR THE PROJECT FOR RURAL INCOME THROUGH EXPORTS

DECRET-LOI N°005/2018/D.L DU 06/09/2018 APPROUVANT LA RATIFICATION DE L'ACCORD SIGNE A KIGALI, AU RWANDA, LE 16 JUIN 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS INTERNATIONAL DE DEVELOPPEMENT AGRICOLE (FIDA), RELATIF AU PRET ADDITIONNEL DE CINQ MILLIONS HUIT CENT QUARANTE MILLE DROITS DE TIRAGE SPECIAUX (5.840.000 DTS) POUR LE PROJET DES REVENUS EN MILIEU RURAL A TRAVERS LES EXPORTATIONS

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ITEGEKO-TEKA N° 005/2018/D.L RYO KU WA 06/09/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 16 KAMENA 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA KIGAMIJE GUTEZA IMBERE UBUHINZI (IFAD), YEREKERANYE N'INGUZANYO Y'INYONGERA INGANA NA MILIYONI ESHANU N'IBIHUMBI MAGANA INANI NA MIRONGO INE Z'AMADETESI (5.840.000 DTS) AGENEWE UMUSHINGA WO KUZAMURA UBUKUNGU BW'ICYARO HITABWA KU MUSARURO WOHEREZWA MU MAHANGA

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 cyane cyane mu ngingo zaryo, iya 92, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Tumaze gusuzuma Amasezerano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 16 Kamena 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Kigamije Guteza Imbere Ubuhinzi (IFAD), yerekeranye n'inguzanyo y'inyongera ingana na miliyoni eshanu n'ibihumbi magana inani na mirongo ine z'Amadetsi (5.840.000 DTS) agenewe umushinga wo kuzamura ubukungu bw'icyaro hitabwa ku musaruro woherazwa mu mahanga;

DECREE-LAW N° 005/2018/D.L OF 06/09/2018 APPROVING THE RATIFICATION OF THE AGREEMENT SIGNED AT KIGALI, RWANDA, ON 16 JUNE 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL AGRICULTURAL DEVELOPMENT FUND (IFAD), RELATING TO THE ADDITIONAL LOAN OF FIVE MILLION EIGHT HUNDRED AND FORTY THOUSAND SPECIAL DRAWING RIGHTS (SDR 5,840,000) FOR THE PROJECT FOR RURAL INCOME THROUGH EXPORTS

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 92,120, 122, 167, 168 and 176;

After consideration of the Agreement signed at Kigali, Rwanda, on 16 June 2018, between the Republic of Rwanda and the International Agricultural Development Fund (IFAD), relating to the additional loan of five million eight hundred and forty thousand Special Drawing Rights (SDR 5,840,000) for the project for rural income through exports;

DECRET-LOI N°005/2018/D.L DU 06/09/2018 APPROUVANT LA RATIFICATION DE L'ACCORD SIGNE A KIGALI, AU RWANDA, LE 16 JUIN 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS INTERNATIONAL DE DEVELOPPEMENT AGRICOLE (FIDA), RELATIF AU PRET ADDITIONNEL DE CINQ MILLIONS HUIT CENT QUARANTE MILLE DROITS DE TIRAGE SPECIAUX (5.840.000 DTS) POUR LE PROJET DES REVENUS EN MILIEU RURAL A TRAVERS LES EXPORTATIONS

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 92, 120, 122, 167, 168 et 176;

Après examen de l'Accord signé à Kigali, au Rwanda, le 16 juin 2018, entre la République du Rwanda et le Fonds International de Développement Agricole (FIDA), relatif au prêt additionnel de cinq millions huit cent quarante mille Droits de Tirage Spéciaux (5.840.000 DTS) pour le projet des revenus en milieu rural à travers les exportations ;

Inama y'Abaminisitiri yateranye ku wa 08/08/2018 imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet, in its session of 08/08/2018;

Après examen et adoption par le Conseil des Ministres, en sa séance du 08/08/2018;

DUSHYIZEHO ITEGEKO–TEKA RIKURIKIRA:

DO PROMULGATE THE FOLLOWING DECREE-LAW:

PROMULGUONS LE DECRET-LOI SUIVANT:

Ingingo ya mbere : Kwemera kwemeza burundu

Article One: Approval for ratification

Article premier: Approbation pour ratification

Amasezerano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 16 Kamena 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Kigamije Guteza Imbere Ubuhinzi (IFAD), yerekeranye n'inguzanyo y'inyongera ingana na miliyoni eshanu n'ibihumbi magana inani na mirongo ine z'Amadetsi (5.840.000 DTS) agenewe umushinga wo kuzamura ubukungu bw'icyaro hitabwa ku musaruro woherezwa mu mahanga, ari ku mugereka, yemerewe kwemezwa burundu.

The Agreement signed at Kigali, Rwanda, on 16 June 2018, between the Republic of Rwanda and the International Agricultural Development Fund (IFAD), relating to the additional loan of five million eight hundred and forty thousand Special Drawing Rights (SDR 5,840,000) for the project for rural income through exports, in Annex, is approved for ratification.

L'Accord signé à Kigali, au Rwanda, le 16 juin 2018, entre la République du Rwanda et le Fonds International de Développement Agricole (FIDA), relatif au prêt additionnel de cinq millions huit cent quarante mille Droits de Tirage Spéciaux (5.840.000 DTS) pour le projet des revenus en milieu rural à travers les exportations, en annexe, est approuvé pour ratification.

Ingingo ya 2 : Igihe iri tegeko-teka ritangira gukurikizwa

Article 2: Commencement

Article 2: Entrée en vigueur

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

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

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

Kigali, ku wa **06/09/2018**

Kigali, on **06/09/2018**

Kigali, le **06/09/2018**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
Dr NGIRENTE Edouard
Prime Minister

(sé)
Dr NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

Seen and sealed with the Seal of the Republic:

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

**UMUGEREKA W'ITEGEKO-TEKA
N°005/2018/D.L RYO KU WA 06/09/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO YASHYIRIWEHO UMUKONO I
KIGALI, MU RWANDA, KU WA 16 KAMENA
2018, HAGATI YA REPUBULIKA Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA KIGAMIJE
GUTEZA IMBERE UBUHINZI (IFAD),
YEREKERANYE N'INGUZANYO
Y'INYONGERA INGANA NA MILIYONI
ESHANU N'IBIHUMBI MAGANA INANI NA
MIRONGO INE Z'AMADETESI (5.840.000 DTS)
AGENEWE UMUSHINGA WO KUZAMURA
UBUKUNGU BW'ICYARO HITABWA KU
MUSARURO WOHEREZWA MU MAHANGA**

**ANNEX TO DECREE-LAW N°005/2018/D.L
OF 06/09/2018 APPROVING THE
RATIFICATION OF THE AGREEMENT
SIGNED AT KIGALI, RWANDA, ON 16 JUNE
2018, BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
AGRICULTURAL DEVELOPMENT FUND
(IFAD), RELATING TO THE ADDITIONAL
LOAN OF FIVE MILLION EIGHT HUNDRED
AND FORTY THOUSAND SPECIAL
DRAWING RIGHTS (SDR 5,840,000) FOR
THE PROJECT FOR RURAL INCOME
THROUGH EXPORTS**

**ANNEXE AU DECRET-LOI
N°005/2018/D.L DU 06/09/2018
APPROUVANT LA RATIFICATION DE
L'ACCORD SIGNE A KIGALI, AU
RWANDA, LE 16 JUIN 2018, ENTRE LA
REPUBLIQUE DU RWANDA ET LE
FONDS INTERNATIONAL DE
DEVELOPPEMENT AGRICOLE
(FIDA), RELATIF AU PRET
ADDITIONNEL DE CINQ MILLIONS
HUIT CENT QUARANTE MILLE
DROITS DE TIRAGE SPECIAUX
(5.840.000 DTS) POUR LE PROJET DES
REVENUS EN MILIEU RURAL A
TRAVERS LES EXPORTATIONS**



Investing in rural people
Investir dans les populations rurales
Invertir en la población rural
الاستثمار في السكان الريفيين

18 May 2018

Mr Minister,

Ref: Republic of Rwanda- Loan No I-845-RW, Grant No I-DSF-8087-RW
Additional Loan No. 2000001809
Project for Rural Income through Exports (PRICE)
Amendment to the Financing Agreement

1. We refer to the Financing Agreement dated 29 September 2011 between the Republic of Rwanda (hereafter referred to as "the Borrower/Recipient") and the International Fund for Agricultural Development (hereafter referred to as "the Fund") for the execution of the Project for Rural Income through Exports (PRICE), as amended on 14 February 2017. We also refer to the Letter from the Minister of Finance dated 7 September 2017, requesting a new additional financing.

2. We are pleased to inform you that the Executive Board on 13 April 2018 under the Lapse of Time procedure has agreed to extend to the Republic of Rwanda additional financing for the implementation of the Project in the form of a loan equivalent to five million eight hundred and forty thousand Special Drawing Rights (SDR 5 840 000).

3. Therefore, based on the foregoing, the Financing Agreement is hereby amended as follows:

I. Main document:

- (a) The cover page shall be amended to reflect the Number of the additional financing and to be read as follows: "Loan No I-845-RW, Grant No.-I-DSF-8087-RW, Additional Loan No. 2000001809 and Additional Loan No. 2000002298"

His Excellency
Minister for Finance and
Economic Planning of the
Republic of Rwanda
Kigali

- (b) Page 1 of the Financing Agreement shall be amended to add the Additional Loan No 2000002298.;
 - (c) Section A paragraph 3 shall be amended to be read :

"3. The Fund shall provide a Loan, a Grant and two additional Loans respectively the Additional Loan 1 and Additional Loan 2 (the "Financing") to the Borrower/Recipient which shall be used to implement the Project in accordance with the terms and conditions of this Agreement".
 - (d) Section B paragraph 1, paragraph C shall be modified and a subparagraph D shall be added to be read:

"C. The amount of the additional loan 1 is "eight million four hundred and ten thousand Special Drawing Rights (SDR 8 410 000)."

"D. The amount of the additional loan 2 is "five million eight hundred and forty thousand Special Drawing Rights (SDR 5 840 000)."
 - (e) Section B paragraph 2 shall be amended to be read:

"2. The Loan and both additional Loans are granted on highly concessional terms as defined in Section 5.01 (a) of the General Conditions".
 - (f) Section B paragraph 6 shall be amended to be read:

"6. The Borrower/Recipient shall open a Designated Account in the National Bank of Rwanda for the purposes of financing the Project with IFAD loan, both additional loans and grant proceeds and operated by the Lead Project Agency".
 - (g) Section B, paragraph 9 shall be amended to be read as follows:

"9. The Borrower/Recipient shall provide an additional counterpart financing related to the Additional Loan 1 for the Project in an approximate amount of five hundred sixty thousand US dollars (USD 560 000) as well as an additional counterpart financing related to the additional Loan 2 in the form of taxes and duties of one hundred and fifty thousand US dollars (USD 150 000)".
- II Schedule 2: The table in Schedule 2 (Schedule 2b) of the Financing Agreement is revised to incorporate the Additional Loan 2 as reflected in Annex "A" to this letter.
4. Except as expressly modified hereby, the Financing Agreement remains unmodified and in full force and effect.

5. If this proposal is acceptable to you, we have the honour to request that you countersign the two (2) copies of this letter and return one (1) copy to the Fund, thereby constituting a formal agreement between the Republic of Rwanda and the Fund which shall become effective upon the reception of the instrument of ratification by the Fund as per the requirement of the Financing Agreement.

Accept, Mr Minister, the assurances of my highest consideration.



Ides de Willebois
Acting Regional Director
East and Southern Africa Division
Programme Management Department

CONFIRMED:

REPUBLIC OF RWANDA

Dr. Uzziel NDASHIMANA
Minister of Finance and Economic Planning

(Authorized Representative) 

Date and place: 16/06/2018

SCHEDULE 2b

*Allocation and Withdrawal
of Additional Loan Proceeds*

1. *Allocation of Loan Proceeds.* The Table below sets forth the Categories of Eligible Expenditures to be financed by the Loan, the Additional Loans and Grant and the allocation of the amounts of the Loan, the Additional loans and the Grant to each Category and the percentages of expenditures for items to be financed in each Category:

Category	Loan Amount Allocated (expressed in SDR)	Grant Amount Allocated (expressed in SDR)	Additional Loan Amount Allocated (expressed in SDR)	Additional Loan Amount allocated (expressed in SDR)	Percentage
I. Goods and Development Funds	5 840 000	5 840 000	4 060 000	3 030 000	100% Net of tax
II. Services and Recurrent Costs	4 600 000	4 600 000	3 500 000	2 220 000	100% Net of tax
Unallocated	1 160 000	1 160 000	850 000	590 000	
TOTAL	11 600 000	11 600 000	8 410 000	5 840 000	

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko-teka n°005/2018/D.L ryo ku wa 06/09/2018 ryemera kwemeza burundu Amasezerano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 16 Kamena 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Kigamije Guteza Imbere Ubuhinzi (IFAD), yerekeranye n'inguzanyo y'inyongera ingana na miliyoni eshanu n'ibihumbi magana inani na mirongo ine z'Amadetsi (5.840.000 DTS) agenewe umushinga wo kuzamura ubukungu bw'icyaro hitabwa ku musaruro woherezwa mu mahanga

Kigali, ku wa 06/09/2018

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

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

Seen to be annexed to Decree-Law n°005/2018/D.L of 06/09/2018 approving the ratification of the Agreement signed at Kigali, Rwanda, on 16 June 2018, between the Republic of Rwanda and the International Agricultural Development Fund (IFAD), relating to the additional loan of five million eight hundred and forty thousand Special Drawing Rights (SDR 5,840,000) for the project for rural income through exports

Kigali, on 06/09/2018

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé au Décret-Loi n°005/2018/D.L du 06/09/2018 approuvant la ratification de l'Accord à Kigali, au Rwanda, le 16 juin 2018, entre la République du Rwanda et le Fonds International de Développement Agricole (FIDA), relatif au prêt additionnel de cinq millions huit cent quarante mille Droits de Tirage Spéciaux (5.840.000 DTS) pour le projet des revenus en milieu rural à travers les exportations

Kigali, le 06/09/2018

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

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

ITEGEKO-TEKA N° 006/2018/D.L RYO
KU WA 06/09/2018 RIKURAHU
ITEGEKO N° 43/2016 RYO KU WA
18/10/2016 RISHYIRAHU IKIGO
GISHINZWE ITERAMBERE
RY'UBUSHOBOZI N'UMURIMO
RIKANAGENA INSHINGANO,
IMITERERE N'IMIKORERE BYACYO

DECREE-LAW N°006/2018/D.L OF
06/09/2018 REPEALING LAW N° 43/2016
OF 18/10/2016 ESTABLISHING THE
CAPACITY DEVELOPMENT AND
EMPLOYMENT SERVICES BOARD AND
DETERMINING ITS MISSION,
ORGANISATION AND FUNCTIONING

DECRET- LOI N°006/2018/D.L DU
06/09/2018 ABROGEANT LA LOI N°
43/2016 DU 18/10/2016 PORTANT
CREATION DE L'OFFICE DE
DEVELOPPEMENT DES CAPACITES ET
SERVICES D'EMPLOI ET
DETERMINANT SES MISSIONS, SON
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FONCTIONNEMENT

ISHAKIRO

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Article 4: Repealing provision

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**Ingingo ya 5: Igihe iri tegeko-teka ritangira
gukurikizwa**

Article 5: Commencement

Article 5: Entrée en vigueur

ITEGEKO-TEKA N° 006/2018/D.L RYO KU WA 06/09/2018 RIKURAHO ITEGEKO N° 43/2016 RYO KU WA 18/10/2016 RISHYIRAHO IKIGO GISHINZWE ITERAMBERE RY'UBUSHOBOZI N'UMURIMO RIKANAGENA INSHINGANO, IMITERERE N'IMIKORERE BYACYO

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 92, iya 120, iya 122 n'iya 176;

Dusubiye ku Itegeko n° 43/2016 ryo ku wa 18/10/2016 rishyiraho Ikigo gishinzwe Iterambere ry'Ubushobozi n'Umurimo rikanagena inshingano, imiterere n'imikorere byacyo;

Inama y'Abaminisitiri yateranye ku wa 08/08/2018 imaze kubisuzuma no kubyemeza;

DUSHYIZEHO ITEGEKO-TEKA RIKURIKIRA:

Ingingo ya mbere: Ivanwaho ry'itegeko

Itegeko n° 43/2016 ryo ku wa 18/10/2016 rishyiraho Ikigo gishinzwe Iterambere

DECREE- LAW N° 006/2018/D.L OF 06/09/2018 REPEALING LAW N° 43/2016 OF 18/10/2016 ESTABLISHING THE CAPACITY DEVELOPMENT AND EMPLOYMENT SERVICES BOARD AND DETERMINING ITS MISSION, ORGANISATION AND FUNCTIONING

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 92,120, 122 and 176;

Having reviewed Law n° 43/2016 of 18/10/2016 establishing the Capacity Development and Employment Services Board and determining its mission, organization and functioning;

After consideration and approval by the Cabinet, in its session of 08/08/2018;

DO PROMULGATE THE FOLLOWING DECREE-LAW:

Article One: Repealing of a law

Law n° 43/2016 of 18/10/2016 establishing the Capacity Development and Employment

DECRET-LOI N° 006/2018/D.L DU 06/09/2018 ABROGEANT LA LOI N° 43/2016 DU 18/10/2016 PORTANT CREATION DE L'OFFICE DE DEVELOPPEMENT DES CAPACITES ET SERVICES D'EMPLOI ET DETERMINANT SES MISSIONS, SON ORGANISATION ET SON FONCTIONNEMENT

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 92, 120, 122 et 176;

Revu la Loi n° 43/2016 du 18/10/2016 portant création de l'Office de Développement des Capacités et Services d'Emploi et déterminant ses missions, son organisation et son fonctionnement;

Après examen et adoption par le Conseil des Ministres, en sa séance du 08/08/2018;

PROMULGUONS LE DECRET-LOI SUIVANT:

Article premier: Abrogation d'une loi

La Loi n° 43/2016 du 18/10/2016 portant création de l'Office de Développement des

ry'Ubushobozi n'Umurimo rikanagena inshingano, imiterere n'imikorere byacyo rivanyweho.

Ingingo ya 2: Kwegurirwa abakozi

Abakozi bari ab'Ikigo gishinzwe Iterambere ry'Ubushobozi n'Umurimo kandi bakoraga inshingano zimuriwe mu Rwego Rushinzwe Iterambere mu Rwanda beguriwe Urwego Rushinzwe Iterambere mu Rwanda, hashingiwe ku mbonerahamwe y'imyanya y'imirimo yarwo.

Ingingo ya 3: Kwegurirwa umutungo, amasezerano n' imyenda

Umutungo wimukanwa n'utimukanwa, amasezerano n'imyenda bijyanye n'inshingano zimuwe byari iby'Ikigo gishinzwe Iterambere ry'Ubushobozi n'Umurimo byeguriwe Urwego Rushinzwe Iterambere mu Rwanda.

Ingingo ya 4: Ivanwaho ry'ingingo z'amategeko zinyuranyije n'iri tegeko-teka

Ingingo zose z'amategeko abanziriza iri tegeko-teka kandi zinyuranyije na ryo zivanyweho.

Services Board and determining its mission, organisation and functioning is repealed.

Article 2: Transfer of employees

Former employees of Capacity Development and Employment Services Board who were in charge of responsibilities transferred to Rwanda Development Board are transferred to Rwanda Development Board, in accordance with its organizational structure.

Article 3: Transfer of property, contracts and liabilities

Movable and immovable property as well as contracts and liabilities relating to responsibilities transferred, which belonged to Capacity Development and Employment Services Board are transferred to Rwanda Development Board.

Article 4: Repealing provision

All prior provisions contrary to this Decree-Law are repealed.

Capacités et Services d'Emploi et déterminant ses missions, son organisation et son fonctionnement est abrogée.

Article 2: Transfert du personnel

Les anciens employés de l'Office de Développement des Capacités et Services d'Emploi qui étaient chargés des attributions transférées à l'Office pour la Promotion du Développement au Rwanda sont transférés à l'Office pour la Promotion du Développement au Rwanda, conformément à sa structure organisationnelle.

Article 3: Transfert du patrimoine, des contrats et du passif

Les biens meubles et immeubles ainsi que les contrats et le passif relatifs aux attributions transférées qui appartenaient à l'Office de Développement des Capacités et Services d'Emploi sont transférés à l'Office pour la Promotion du Développement au Rwanda.

Article 4: Disposition abrogatoire

Toutes les dispositions légales antérieures contraires au présent décret-loi sont abrogées.

Ingingo ya 5: Igihe iri tegeko-teka ritangira gukurikizwa

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

Kigali, ku wa **06/09/2018**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

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

Article 5: Commencement

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

Kigali, on **06/09/2018**

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 5: Entrée en vigueur

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

Kigali, le **06/09/2018**

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

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

ITEKA RYA PEREZIDA N°131/01 RYO KU WA 12/09/2018 RIGENA INSHINGANO, IMITERERE N'IMIKORERE BYA KOMITE Y'IGIHUGU YO KOROHEREZA INGENDO ZO MU KIRERE

PRESIDENTIAL ORDER N°131/01 OF 12/09/2018 DETERMINING RESPONSIBILITIES, ORGANISATION AND FUNCTIONING OF NATIONAL AIR TRANSPORT FACILITATION COMMITTEE

ARRETE PRESIDENTIEL N°131/01 DU 12/09/2018 PORTANT ATTRIBUTIONS, ORGANISATION ET FONCTIONNEMENT DU COMITE NATIONAL DE FACILITATION DU TRANSPORT AERIEN

ISHAKIRO

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ITEKA RYA PEREZIDA N°131/01 RYO KU WA 12/09/2018 RIGENA INSHINGANO, IMITERERE N'IMIKORERE BYA KOMITE Y'IGIHUGU YO KOROHEREZA INGENDO ZO MU KIRERE

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 n'iya 176;

Dushingiye ku Masezerano Mpuzamahanga mu by'Indege za Gisiviri yashyiriweho umukono i Chicago ku wa 07 Ukuboza 1944, nk'uko yemejwe n'Itegeko ryo ku wa 30/04/1947 n'Imigereka yayo yemejwe n'Itegeko-teka ryo ku wa 07/04/1976 nk'uko yavuguruwe n'Amasezerano Mpuzamahanga yashyiriweho umukono i Montreal ku wa 16 Ukwakira 1974 yemejwe n'Itegeko-Teka ryo ku wa 7 Mata 1976;

Dusubiye ku Iteka rya Perezida n° 206/10 ryo ku wa 15 Nyakanga 1977 rishyiraho Komite y'Igihugu yo Korohereza Ingendo zo mu Kirere;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

PRESIDENTIAL ORDER N°131/01 OF 12/09/2018 DETERMINING RESPONSIBILITIES, ORGANISATION AND FUNCTIONING OF NATIONAL AIR TRANSPORT FACILITATION COMMITTEE

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 and 176;

Pursuant to the Convention on International Civil Aviation signed in Chicago on 07 December 1944 as ratified by Law of 30/04/1947 and its Protocols ratified by Decree-Law of 07/04/1976, as amended by the Protocol signed in Montreal on 16 October 1974, as ratified by the Decree-Law of 7 April 1976;

Having reviewed the Presidential Order n° 206/10 of 15 July 1977 establishing the National Air Transport Facilitation Committee;

On proposal by the Minister of Infrastructure;

ARRETE PRESIDENTIEL N°131/01 DU 12/09/2018 PORTANT ATTRIBUTIONS, ORGANISATION ET FONCTIONNEMENT DU COMITE NATIONAL DE FACILITATION DU TRANSPORT AERIEN

Nous, KAGAME Paul,
Président de la République;

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

Vu la Convention relative à l'Aviation Civile Internationale signée à Chicago le 07 décembre 1944 telle que ratifiée par la Loi du 30/04/1947 et ses Protocoles ratifiés par le Décret-Loi du 07/04/1976, telle que modifiée par le Protocole signé à Montréal le 16 octobre 1974 telle que ratifiée par le Décret-Loi du 7 avril 1976;

Revu l'Arrêté Présidentiel n° 206/10 du 15 juillet 1977 portant création du Comité National de Facilitation du Transport Aérien;

Sur proposition du Ministre des Infrastructures;

Inama y'Abaminisitiri yateranye ku wa 11/07/2018, imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet, in its session of 11/07/2018;

Après examen et adoption par le Conseil des Ministres, en sa séance du 11/07/2018;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND ORDER:

AVONS ARRETE ET ARRETONS:

Ingingo ya mbere: Icyo iri teka rigamije

Iri teka rigena inshingano, imiterere n'imikorere bya Komite y'Igihugu yo Korohereza Ingingo zo mu Kirere, yitwa "Komite" mu ngingo zikurikira.

Article One: Purpose of this Order

This Order determines responsibilities, organisation and functioning of the National Air Transport Facilitation Committee hereafter referred to as "Committee".

Article premier: Objet du présent arrêté

Le présent arrêté détermine les attributions, l'organisation et le fonctionnement du Comité National de Facilitation du Transport Aérien, ci-après dénommé "Comité".

Ingingo ya 2: Ibisobanuro by'amagambo

Muri iri teka amagambo akurikira afite ibisobanuro bikurikira:

Article 2: Definitions

For the purpose of this Order, the following terms are defined as follows:

Article 2: Définitions

Aux fins du présent arrêté, les termes ci – après sont définis comme suit:

1° **Amasezerano Mpuzamahanga mu by'Indege za Gisivili:** Amasezerano Mpuzamahanga mu by'Indege za Gisiviri yashyiriweho umukono i Chicago ku wa 07 Ukuboza 1944, nk'uko yemejwe n'Itegeko ryo ku wa 30/04/1947 n'Imigereka yayo yemejwe n'Itegeko-teka ryo ku wa 07/04/1976, nk'uko yavuguruwe n'Amasezerano Mpuzamahanga yashyiriweho umukono i Montreal ku wa 16 Ukwakira 1974, nk'uko yemejwe n'Itegeko-Teka ryo ku wa 7 Mata 1976;

1° **Convention on International Civil Aviation:** Convention on International Civil Aviation signed in Chicago on 07 December 1944 as ratified by Law of 30/04/1947 and its Protocols ratified by Decree-Law of 07/04/1976, as amended by the Protocol signed in Montreal on 16 October 1974, as ratified by the Decree-Law of 7 April 1976;

1° **Convention relative à l'aviation civile internationale:** Convention relative à l'aviation civile internationale signée à Chicago le 07 décembre 1944, telle que ratifiée par la Loi du 30/04/ 1947 et ses Protocoles ratifiés par le Décret-Loi du 07/04/1976, telle que modifiée par le Protocole signé à Montréal le 16 octobre 1974, telle que ratifié par le Décret-Loi du 7 avril 1976;

2° **korohereza ingendo mu kirere:** uruhurirane rw'abakozi n'ibikoresho bigamije kongera umubare w'indege, guteza imbere serivisi z'abakora mu ndege, iz'abagenzi n'iz'imizigo ku bibuga by'indege, hitabwa ku iyubahirizwa ry'amategeko mpuzamahanga n'ay'igihugu abigenga;

3° **NATFP:** Porogaramu y'Igihugu yo Korohereza Ingendo zo mu Kirere.

2° **air transport facilitation:** a combination of human and material resources availed for the purposes of optimisation of the flow of aircrafts, improvement of services of crew, passengers and cargo at airports in compliance with relevant international and national legislation;

3° **NATFP:** National Air Transport Facilitation Programme.

2° **facilitation du transport aérien:** une combinaison de ressources humaines et matérielles, aux fins de l'optimisation de flux des aéronefs, de l'amélioration des services de l'équipage, de passagers et du fret aux aéroports, dans le respect de la législation internationale et nationale en la matière;

3° **NATFP:** Programme National de Facilitation du Transport Aérien.

Ingingo ya 3: Inshingano za Komite

Komite ifite inshingano zikurikira:

- 1° guhuza za Minisiteri bireba, ibigo n'abakoresha indege, hagamijwe gukuraho inzitizi no gutinda mu mitangire ya serivisi no guteza imbere imikorere n'imitangire ya serivisi by'ingendo zo mu kirere za gisiviri;
- 2° gusuzuma inama zitangwa n'ibindi bigo bireba, zigamije kurushaho korohereza ingendo zo mu kirere za gisiviri;
- 3° gushishikariza imikorere myiza mu nzego zose z'ingendo zo mu kirere za gisiviri harimo iy'abinjira n'abasohoka, iya gasutamo n'uburyo bwo gufasha abantu bafite ubumuga;

Article 3: Responsibilities of the Committee

The Committee has the following responsibilities:

- 1° to ensure coordination between relevant Ministries, agencies and industry, in order to remove obstacles and delays in service delivery and to improve efficiency and service levels of civil air transport;
- 2° to consider recommendations to enhance facilitation of civil air transport made by relevant entities;
- 3° to encourage the development of best practices in all areas of facilitation of civil air transport including immigration and emigration, customs, as well as handling of persons with disabilities;

Article 3: Attributions du Comité

Le Comité est chargé de:

- 1° assurer la coordination entre les Ministères concernés, les agences et organismes de l'industrie, pour éliminer les obstacles et les retards dans la prestation de services et améliorer l'efficacité et la qualité de service du transport civil aérien;
- 2° examiner des recommandations faites par les entités concernées, pour rehausser la facilitation du transport civil aérien;
- 3° encourager le développement des meilleures pratiques dans tous les domaines de la facilitation du transport civil aérien, y compris l'immigration et l'émigration, les douanes ainsi que

			l'acheminement des personnes handicapées;
4° kuganira ku mpinduka zasabwe ku mabwiriza ajyanye no korohera ingendo zo mu kirere za gisiviri, hagendewe ku mavugurura ari ku mugereka wa 9 w'Amasezerano Mpuzamahanga mu by'Indege za Gisiviri;	4° to discuss proposed modifications to regulations concerning facilitation of civil air transport taking into account amendments on Annex 9 to the Convention on International Civil Aviation;	4° discuter des modifications proposées à la réglementation concernant la facilitation du transport civil aérien, compte tenu des amendements à l'annexe 9 de la Convention relative à l'Aviation Civile Internationale;	
5° kumenyesha izindi nzego bireba, impinduka mu by'indege za gisiviri, harimo ibijyanye n'imyanzuro yafashwe na Komite y'Umuryango Mpuzamahanga mu Korohera Indege za Gisiviri;	5° to inform other concerned organisations about changes in facilitation developments in the field of civil aviation, including those based on outcomes of the International Civil Aviation Organisation Facilitation Committee;	5° informer des autres organisations concernées au sujet de changements dans les développements de facilitation dans le domaine de l'aviation civile, y compris ceux fondés sur les résultats du Comité de l'Organisation Internationale de Facilitation de l'Aviation Civile;	
6° gusaba ibitekerezo ku mpinduka mu by'indege za gisiviri;	6° to seek views about changes related to civil aviation;	6° demander les avis sur les changements en matière d'aviation civile;	
7° gutanga inama ku bijyanye na NATFP;	7° to make recommendations relating to NATFP;	7° faire des recommandations en rapport avec le NATFP;	
8° gukorana na Komite y'Igihugu ishinzwe umutekano w'iby'Indege za Gisiviri ku bijyanye n'umutekano werekeranye no korohera ingendo zo mu kirere za gisiviri;	8° to collaborate with the National Civil Aviation Security Committee on security related to civil air transport matters;	8° collaborer avec le Comité National de Sécurité de l'Aviation Civile sur les aspects relatifs à la sûreté en matière de facilitation du transport civil aérien;	
9° kwemeza NATFP itegurwa n'Ikigo cy'Igihugu gishinzwe iby'Indege za Gisiviri;	9° to approve NATFP developed by Rwanda Civil Aviation Authority;	9° approuver le NATFP préparé par l'Office Rwandais de l'Aviation Civile;	

10° gukirikirana ko inzego bireba zishyira mu bikorwa NATFP nk'uko biteganywa n'umugereka wa 9 w'Amasezerano Mpuzamahanga mu by'Indege za Gisiviri.

10° to monitor if relevant organs implement NATFP in accordance with provisions of Annex 9 of the Convention on International Civil Aviation.

10° s'assurer que les organes concernés mettent en œuvre le NATFP conformément aux dispositions de l'Annexe 9 à la Convention relative à l'Aviation Civile Internationale.

Ingingo ya 4: Abagize Komite

Article 4: Members of the Committee

Article 4: Membres du Comité

Komite igizwe n'aba bakurikira:

The Committee is comprised of the following members:

Le Comité est composé des membres suivants:

1° uhagarariye Minisiteri ifite ibikorwa remezo mu nshingano, Perezida;

1° a representative of the Ministry in charge of infrastructure, Chairperson;

1° un représentant du Ministère ayant les infrastructures dans ses attributions, Président;

2° uhagarariye Ikigo cy'Igihugu gishinzwe iby'Indege za Gisiviri, Visi Perezida;

2° a representative of Rwanda Civil Aviation Authority, Vice Chairperson;

2° un représentant de l'Office Rwandais de l'Aviation Civile, Vice-Président;

3° uhagarariye ba nyir'ibibuga by'indege, Umwanditsi;

3° a representative of airports operators, Rapporteur;

3° un représentant des exploitants d'aéroports, Rapporteur;

4° uhagarariye Minisiteri ifite ubuhinzi n'ubworozi mu nshingano;

4° a representative of the Ministry in charge of agriculture and animal resources;

4° un représentant du Ministère ayant l'agriculture et des ressources animales dans ses attributions;

5° uhagarariye Minisiteri ifite ububanyi n'amahanga n'ubutwererane mu nshingano;

5° a representative of the Ministry in charge of foreign affairs and cooperation;

5° un représentant du Ministère ayant les affaires étrangères et de la coopération dans ses attributions;

6° uhagarariye Minisiteri ifite ubuzima mu nshingano;

6° a representative of the Ministry in charge of health;

6° un représentant du Ministère ayant la santé dans ses attributions;

7° uhagarariye ba nyir'indege zikorera mu Rwanda;

7° a representative of airlines operating in Rwanda;

7° un représentant des transporteurs aériens opérant au Rwanda;

8° uhagarariye amasosiyete y'indege zikorera mu Rwanda;	8° a representative of airline companies operating in Rwanda;	8° un représentant des compagnies de transport aérien opérant au Rwanda;
9° uhagarariye abakora ibyo gupakira no gupakurura indege;	9° a representative of ground handlers;	9° un représentant des manutentionnaires au sol;
10° uhagarariye amasosiyete yoherereza akanakira ibicuruzwa bitwarwa n'indege;	10° a representative of clearing and forwarding companies for airfreight;	10° un représentant des sociétés de dédouanement et transitaires des frets aériens;
11° uhagarariye Ubuyobozi Bukuru bw'Abinjira n'Abasohoka mu Gihugu;	11° a representative of the Directorate General of Immigration and Emigration;	11° un représentant de la Direction Générale de l'Immigration et de l'Emigration;
12° uhagarariye urwego rufite ubukerarugendo mu nshingano;	12° a representative of the organ in charge of tourism;	12° un représentant de l'organe ayant le tourisme dans ses attributions;
13° uhagarariye Ikigo cy'Imisoro n'Amahoro, Ishami rya Gasutamo;	13° a representative of Rwanda Revenue Authority, Customs Department;	13° un représentant de l'Office Rwandais des Recettes, Département des Douanes;
14° uhagarariye Polisi y'u Rwanda.	14° a representative of Rwanda National Police.	14° un représentant de la Police Nationale du Rwanda.

Ingingo ya 5: Itumizwa n'iterana ry'inama za Komite

Inama isanzwe ya Komite iterana rimwe mu mezi ane (4) n'igihe cyose bibaye ngombwa.

Inama isanzwe ya Komite itumizwa mu nyandiko kandi ikayoborwa na Perezida wa Komite cyangwa na Visi Perezida iyo Perezida adahari, abyibwirije cyangwa

Article 5: Convening and holding of meetings of the Committee

Ordinary meeting of the Committee is held once every four (4) months and whenever necessary.

Ordinary meeting of the Committee is convened in writing and chaired by the Chairperson of the Committee or by the Vice Chairperson in case of the absence of the

Article 5: Convocation et tenue des réunions du Comité

La réunion ordinaires du Comité se tient une fois tous les quatre (4) mois et chaque fois que de besoin.

La réunion ordinaire du Comité est convoquée par écrit et dirigée par le Président du Comité ou par son Vice-Président en cas d'absence du Président, de sa propre initiative ou à la

bisabwe mu nyandiko nibura na batatu (3) mu bagize Komite.

Chairperson, at his or her own initiative or upon a written request by at least three (3) members of the Committee.

demande écrite d'au moins trois (3) des membres du Comité.

Icyakora, inama idasanzwe ishobora guterana igihe cyose bibaye ngombwa, itumijwe na Perezida wa Komite cyangwa Visi Perezida mu gihe Perezida adahari.

However, an extraordinary meeting can be convened, any time it is considered necessary, by the Chairperson of the Committee or the Vice Chairperson in case of absence of the Chairperson.

Toutefois, une réunion extraordinaire peut être convoquée, chaque fois que de besoin, par le Président du Comité ou le Vice-Président en cas d'absence du Président.

Ingingo ya 6: Umubare wa ngombwa kugira ngo inama ya Komite iterane

Article 6: Quorum for the meeting of the Committee

Article 6: Quorum exigé pour la tenue de la réunion du Comité

Umubare wa ngombwa kugira ngo inama ya Komite iterane ni bitatu bya gatanu (3/5) by'abagize. Iyo umubare wa ngombwa utuzuye, inama irasubikwa. Itumizwa kandi igaterana mu gihe kitarenze iminsi cumi n'itanu (15) hatitawe ku mubare w'abahari.

The required quorum for a meeting of the Committee to take place is three fifth (3/5) of its members. In case the quorum is not reached, the meeting is postponed. It is convened and held within fifteen (15) days regardless of the number of members present.

Le quorum requis pour la tenue de la réunion du Comité est de trois cinquième (3/5) de ses membres. Lorsque le quorum n'est pas atteint, la réunion est reportée. Elle est convoquée et tenue dans un délai ne dépassant pas quinze (15) jours sans tenir compte du nombre des membres présents.

Ingingo ya 7: Ubutumire bw'abagize Komite

Article 7: Invitation of members of the Committee

Article 7: Invitation des membres du Comité

Abagize Komite batumirwa mu nama zayo nibura iminsi cumi n'itanu (15) mbere y'uko inama iterana hakoreshejwe urwandiko rw'ubutumire rukubiyemo ibiri ku murongo w'ibyigwa ruherekajwe n'inyandiko zizifashishwa mu nama.

Members of the Committee are invited to its meetings at least fifteen (15) days before the date of the meeting through an invitation letter that contains the agenda accompanied with working documents.

Les membres du Comité sont invités à ses réunions au moins quinze (15) jours avant la tenue de la réunion par voie de lettre d'invitation indiquant l'ordre du jour, accompagnée des documents de travail.

Abagize Komite bashobora gutanga ubugororangingo ku bigomba kwigwa mu nama mbere y'uko inama itangira.

The members of the Committee can propose amendments to the agenda prior to the meeting

Les membres du Comité peuvent proposer des amendements à l'ordre du jour avant la tenue de la réunion.

Ingingo ya 8: Ifatwa ry'ibyemezo

Ibyemezo bya Komite bifatwa ku bwiganze burunduye bw'amajwi y'abitabiriye inama.

Ingingo ya 9: Inyandikomvugo y'inama ya Komite

Inyandikomvugo y'inama ya Komite ikorwa n'Umwanditsi, igashyirwaho umukono na Perezida ndetse n'Umwanditsi bayo, inama ikirangira. Inyandikomvugo y'inama ibikwa n'Umwanditsi.

Ingingo ya 10: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ubuhinzi n'Ubworozi, Minisitiri w'Ububanyi n'Amahanga, Ubutwererane n'Umuryango w'Ibihugu by'Afurika y'Iburasirazuba na Minisitiri w'Ubuzima bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 11: Ivanwaho ry'iteka n'ingingo zinyuranyije n'iri teka

Iteka rya Perezida n° 206/10 ryo ku wa 15 Nyakanga 1977 rishyiraho Komite y'Igihugu yo Korohereza Ingingo zo mu Kirere n'ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo bivanweho.

Article 8: Decision making

Decisions of the Committee are made by absolute majority of the members present.

Article 9: Minutes of the meeting of the Committee

The minutes of the meeting of the Committee is prepared by the Rapporteur and signed by both the Rapporteur and the Chairperson, immediately after the meeting. The minutes of the meeting is kept by the Rapporteur.

Article 10: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Agriculture and Animal Resources, the Minister of Foreign Affairs, Cooperation and East African Community and the Minister of Health are entrusted with the implementation of this Order.

Article 11: Repealing provision

Presidential Order n° 206/10 of 15 July 1977 establishing the National Air Transport Facilitation Committee and all prior provisions contrary to this Order are repealed.

Article 8: Prise de décisions

Les décisions du Comité sont prises à la majorité absolue des membres présents.

Article 9: Procès-verbal de la réunion du Comité

Le procès-verbal de la réunion du Comité est rédigé par le Rapporteur et signé par ce dernier et le Président, immédiatement après la clôture de la réunion. Le procès-verbal de la réunion est gardé par le Rapporteur.

Article 10: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre de l'Agriculture et de l'Elevage, le Ministre des Affaires Etrangères, de la Coopération et de la Communauté de l'Afrique de l'Est et le Ministre de la Santé sont chargés de l'exécution du présent arrêté.

Article 11: Disposition abrogatoire

L'Arrêté Présidentiel n° 206/10 du 15 juillet 1977 portant création du Comité National de Facilitation du Transport Aérien et toutes les dispositions antérieures contraires au présent arrêté sont abrogés.

Ingingo ya 12: Igihe iri teka ritangira gukurikizwa

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

Kigali, ku wa **12/09/2018**

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Article 12: Commencement

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

Kigali, on **12/09/2018**

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

Article 12: Entrée en vigueur

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

Kigali, le **12/09/2018**

(sé)

KAGAME Paul
Président de la République

(sé)

Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Ministre de la Justice/ Garde des Sceaux