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Ibirimo/Summary/Sommaire

page/urup.

A. Itegeko / Law / Loi

| | |
|---|---|
| N° 70/2019 ryo ku wa 10/01/2020 | |
| Itegeko rigenga ingero n'ibipimo mu Rwanda..... | 3 |
| N° 70/2019 of 10/01/2020 | |
| Law governing metrology in Rwanda..... | 3 |
| N° 70/2019 du 10/01/2020 | |
| Loi régissant la métrologie au Rwanda..... | 3 |

B. Amateka ya Perezida / Presidential Orders / Arrêtés Présidentiels

| | |
|--|----|
| N° 053/01 ryo ku wa 04/03/2020 | |
| Iteka rya Perezida rigena ibindi bikorwa byihariye bijyanye no kwizihiza umunsi w'Intwari z'Igihugu..... | 23 |
| N° 053/01 of 04/03/2020 | |
| Presidential Order determining other specific activities related to the celebration of National Heroes' day..... | 23 |
| N° 053/01 du 04/03/2020 | |
| Arrêté Présidentiel déterminant d'autres activités spécifiques relatives à la célébration de la journée des Héros Nationaux | 23 |
| N° 054/01 ryo ku wa 04/03/2020 | |
| Iteka rya Perezida ryemeza burundu Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo Mpuzamahanga cyita ku Bijumba (CIP) yakorewe i Kigali, ku wa 17/09/2015..... | 28 |
| N° 054/01 of 04/03/2020 | |
| Presidential Order ratifying the Host Country Agreement between the Government of the Republic of Rwanda and the International Potato Center (CIP) done at Kigali, on 17/09/2015..... | 28 |
| N° 054/01 du 04/03/2020 | |
| Arrêté Présidentiel portant ratification de l'Accord de siège entre le Gouvernement de la République du Rwanda et le Centre International de la Patate (CIP) fait à Kigali, le 17/09/2015..... | 28 |

N° 055/01 ryo ku wa 04/03/2020

Iteka rya Perezida ryemeza burundu Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo Nyafurika kigamije Iterambere ry'Ubumenyi bw'Imibare-Igitekerezo *Einstein* cy'Ahazaza yakorewe i Kigali, ku wa 12 Werurwe 2016.....46

N° 055/01 of 04/03/2020

Presidential Order ratifying the Host Country Agreement between the Government of the Republic of Rwanda and African Institute for Mathematical Sciences-Next Einstein Initiative done at Kigali, on 12 March 2016.....46

N° 055/01 du 04/03/2020

Arrêté Présidentiel portant ratification de l'Accord de siège entre le Gouvernement de la République du Rwanda et l'Institut Africain des Sciences Mathématiques-Prochaine Initiative *Einstein* fait à Kigali, le 12 mars 2016.....46

N° 056/01 ryo ku wa 04/03/2020

Iteka rya Perezida ryemeza burundu Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda na Fondasiyo *Mastercard* yashyiriweho umukono i Kigali, ku wa 17/07/2017.....66

N° 056/01 of 04/03/2020

Presidential Order ratifying the Host Country Agreement between the Government of the Republic of Rwanda and the Mastercard Foundation signed at Kigali, on 17/07/2017.....66

N° 056/01 du 04/03/2020

Arrêté Présidentiel portant ratification de l'Accord de siège entre le Gouvernement de la République du Rwanda et la Fondation *Mastercard* signé à Kigali, le 17/07/2017.....66

N° 057/01 ryo ku wa 04/03/2020

Iteka rya Perezida ryemeza burundu Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ihuriro ry'Abagore b'Inararibonye muri Politiki yashyiriweho umukono i Kigali, ku wa 31 Ukuboza 2017.....86

N° 057/01 of 04/03/2020

Presidential Order ratifying the Host Country Agreement between the Government of the Republic of Rwanda and Women Political Leaders' Global Forum signed at Kigali, on 31 December 2017.....86

N° 057/01 du 04/03/2020

Arrêté Présidentiel portant ratification de l'Accord de siège entre le Gouvernement de la République du Rwanda et le Forum Mondial des Femmes Responsables Politiques signé à Kigali, le 31 décembre 2017.....86

**ITEGEKO N° 70/2019 RYO KU WA LAW N° 70/2019 OF 10/01/2020 LOI N° 70/2019 DU 10/01/2020
10/01/2020 RIGENGA INGERO N'IBIPIMO GOVERNING METROLOGY IN RWANDA RÉGISSANT LA MÉTROLOGIE AU
MU RWANDA RWANDA**

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

| | | |
|--|---|--|
| <u>UMUTWE WA MBERE: INGINGO</u> RUSANGE | <u>CHAPTER ONE: GENERAL PROVISIONS</u> | <u>CHAPITRE PREMIER: DISPOSITIONS</u> GÉNÉRALES |
| <u>Ingingo ya mberere:</u> icyo iri tegeko rigamije | <u>Article One:</u> Purpose of this Law | <u>Article premier:</u> Objet de la présente loi |
| <u>Ingingo ya 2:</u> Ibisobanuro by'amagambo | <u>Article 2:</u> Definitions | <u>Article 2:</u> Définitions |
| <u>UMUTWE WA II: INZEGO ZISHINZWE</u> SERIVISI Z'INGERO N'IBIPIMO | <u>CHAPTER II: ORGANS RESPONSIBLE</u> FOR METROLOGY SERVICES | <u>CHAPITRE II: ORGANES CHARGÉS</u> DES SERVICES DE LA MÉTROLOGIE |
| <u>Ingingo ya 3:</u> Ikigo gishinzwe ingero n'ibipimo | <u>Article 3:</u> Metrology organ | <u>Article 3:</u> Organe de la métrologie |
| <u>Ingingo ya 4:</u> Inzego zigenga zitanga serivisi z'ingero n'ibipimo | <u>Article 4:</u> Private bodies of metrology | <u>Article 4:</u> Entités privées de métrologie |
| <u>UMUTWE WA III: INGERO N'IBIPIMO</u> FATIZO | <u>CHAPTER III: UNITS OF MEASUREMENT</u> AND MEASUREMENT STANDARDS | <u>CHAPITRE III: UNITÉS DE MESURE</u> ET DE NORME |
| <u>Ingingo ya 5:</u> Ingero fatizo z'ibipimo | <u>Article 5:</u> Base units of measurement | <u>Article 5:</u> Unités de mesure de base |
| <u>Ingingo ya 6:</u> Ingero z'ibipimo | <u>Article 6:</u> Units of measurement | <u>Article 6:</u> Unités de mesure |

| | | |
|--|---|--|
| <u>Ingingo ya 7:</u> Igenwa ry'ibipimo fatizo | <u>Article 7:</u> Determination of reference measurement standards | <u>Article 7:</u> Détermination des mesures de référence standard |
| <u>Ingingo ya 8:</u> Ishingiro n'ubwuzure bw'ibipimo fatizo | <u>Article 8:</u> Traceability and accuracy of reference measurement standard | <u>Article 8:</u> Traçabilité et exactitude des mesures de référence standard |
| <u>UMUTWE WA IV:</u> IGENZURA RY'INGERO N'IBIPIMO | <u>CHAPTER IV:</u> METROLOGICAL CONTROLS | <u>CHAPITRE IV:</u> CONTRÔLES MÉTROLOGIQUES |
| <u>Ingingo ya 9:</u> Igenzura ry'ingero n'ibipimo | <u>Article 9:</u> Metrological controls | <u>Article 9:</u> Contrôles métrologiques |
| <u>Ingingo ya 10:</u> Kwemeza ubwoko, isuzuma n'igereranyabipimo by'igikoresho gipima n'ibikigize | <u>Article 10:</u> Type approval, verification and calibration of measuring equipment and its components | <u>Article 10:</u> Approbation de type, vérification et étalonnage des équipements de mesure et ses composantes |
| <u>Ingingo ya 11:</u> Kugenzura ibicuruzwa bipfunyitse | <u>Article 11:</u> Control of pre-packaged products | <u>Article 11:</u> Contrôle des produits pré-emballés |
| <u>Article 12:</u> Gukurikirana imikoreshereze y'ibipimo | <u>Article 12:</u> Metrological supervision | <u>Article 12:</u> Supervision métrologique |
| <u>Ingingo ya 13:</u> Kwemeza ubuziranenge bw'ibikoresho bipima | <u>Article 13:</u> Conformity of measuring equipment | <u>Article 13:</u> Conformité d'équipements de mesure |
| <u>UMUTWE WA V:</u> AMAKOSA N'IBIHANO BYO MU RWEGO RW'UBUTEGETSI | <u>CHAPTER V:</u> ADMINISTRATIVE FAULTS AND SANCTIONS | <u>CHAPITRE V:</u> FAUTES ET SANCTIONS ADMINISTRATIVES |
| <u>Ingingo ya 14:</u> Gukoresha nabi ingero n'ibipimo | <u>Article 14:</u> Misuse of measurements and measuring equipment | <u>Article 14:</u> Utilisation abusive des poids et mesures |
| <u>Ingingo ya 15:</u> Gukora igikoresho gipima kitujuje ibisabwa | <u>Article 15:</u> Manufacture of non-compliant weighing and measuring equipment | <u>Article 15:</u> Fabrication d'équipement de mesure non conforme |

| | | |
|---|---|---|
| <u>Ingingo ya 16:</u> Gukoresha nabi ibirango n'ibimenyetso | <u>Article 16:</u> Misuse of seals and stamps | <u>Article 16:</u> Utilisation abusive des marques et scellés |
| <u>Ingingo ya 17:</u> Gusana no kwita ku bikoresho by'ingero n'ibipimo utabifitiye uruhushya | <u>Article 17:</u> Repair and maintenance of metrological equipment without licence | <u>Article 17:</u> Réparation et entretien des équipements métrologiques sans autorisation |
| <u>Ingingo ya 18:</u> Kwimana cyangwa gutanga amakuru atari yo yerekeye ingero n'ibipimo | <u>Article 18:</u> Refusal to provide information or provision of false information relating to measurements and measuring equipment | <u>Article 18:</u> Refus de donner des informations ou fourniture de fausses informations relatives aux mesures et équipements de mesurage |
| <u>Ingingo ya 19:</u> Ibishingirwaho mu kugena ingano y'ihazabu | <u>Article 19:</u> Considerations in determining the amount of the fine | <u>Article 19:</u> Éléments à prendre en compte pour déterminer le montant d'une amende |
| <u>Ingingo ya 20:</u> Isubirakosa | <u>Article 20:</u> Recidivism | <u>Article 20:</u> Récidive |
| <u>Ingingo ya 21:</u> Ikigo gica ihazabu yo mu rwego rw'ubutegetsi n'aho ishyirwa | <u>Article 21:</u> Organ which charges an administrative fine and its destination | <u>Article 21:</u> Organe qui impose l'amende administrative et sa destination |
| <u>Ingingo ya 22:</u> Igihe cyo kwishyura ihazabu yo mu rwego rw'ubutegetsi | <u>Article 22:</u> Time for payment of an administrative fine | <u>Article 22:</u> Délai de paiement d'une amende administrative |
| <u>Ingingo ya 23:</u> Ubujurire ku bihano byo mu rwego rw'ubutegetsi | <u>Article 23:</u> Appeal against administrative sanctions | <u>Article 23:</u> Recours contre les sanctions administratives |
| <u>UMUTWE WA VI: INGINGO ZISOZA</u> | <u>CHAPTER VI: FINAL PROVISIONS</u> | <u>CHAPITRE VI: DISPOSITIONS FINALES</u> |
| <u>Ingingo ya 24:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko | <u>Article 24:</u> Drafting, consideration and adoption of this Law | <u>Article 24:</u> Initiation, examen et adoption de la présente loi |

**Ingingo ya 25: Ivanwaho ry'ingingo Article 25: Repealing provision
z'amategeko zinyuranyije n'iri tegeko**

Article 25: Disposition abrogatoire

**Ingingo ya 26: Igihe iri tegeko ritangira Article 26: Commencement
gukurikizwa**

Article 26: Entrée en vigueur

**ITEGEKO N° 70/2019 RYO KU WA LAW N° 70/2019 OF 10/01/2020 LOI N° 70/2019 DU 10/01/2020
10/01/2020. RIGENGA INGERO GOVERNING METROLOGY IN RWANDA RÉGISSANT LA MÉTROLOGIE AU
N'IBIPIMO MU RWANDA RWANDA**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

**INTEKO ISHINGA AMATEGEKO THE PARLIAMENT HAS ADOPTED AND LE PARLEMENT A ADOPTÉ ET NOUS
YEMEJE NONE NATWE DUHAMIJE, WE SANCTION, PROMULGATE THE SANCTIONNONS, PROMULGUONS LA
DUTANGAJE ITEGEKO RITEYE RITYA FOLLOWING LAW AND ORDER IT BE LOI DONT LA TENEUR SUIT ET
KANDI DUTEGETSE KO RITANGAZWA PUBLISHED IN THE OFFICIAL GAZETTE ORDONNONS QU'ELLE SOIT
MU IGAZETI YA LETA YA REPUBULIKA OF THE REPUBLIC OF RWANDA PUBLIÉE AU JOURNAL OFFICIEL DE
Y'U RWANDA LA RÉPUBLIQUE DU RWANDA**

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa
20 Ugushyingo 2019;

The Chamber of Deputies, in its session of 20
November 2019;

La Chambre des Députés, en sa séance du 20
novembre 2019;

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

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

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

YEMEJE:

ADOPTS:

ADOPTE:

**UMUTWE WA MBERE: INGINGO
RUSANGE**

CHAPTER ONE: GENERAL PROVISIONS

**CHAPITRE PREMIER: DISPOSITIONS
GÉNÉRALES**

Ingingo ya mbere: Icyo iri tegeko rigamije

Article One: Purpose of this Law

Article premier: Objet de la présente loi

Iri tegeko rigena kandi rikanashyiraho uburyo bwo kugenzura ingero n'ibipimo.

This Law determines and institutes modalities for metrological controls.

La présente loi définit et établit les modalités de mise en œuvre des contrôles métrologiques.

Ingingo ya 2: Ibisobanuro by'amagambo

Article 2: Definitions

Article 2: Définitions

Muri iri tegeko, amagambo akurikira asobanuwe mu buryo bukurikira:

Under this Law, the following terms are defined as follows:

Aux fins de la présente loi, les termes repris ci-après sont définis comme suit:

1° **icyemezo cy'ubuziranenge bw'igikoresho gipima:** inyandiko itangwa n'urwego rubifitiye ububasha, yemeza ko ubwoko bw'igikoresho gipima n'ibikigize byujuje ibisabwa;

1° **type approval certificate:** a document issued by the competent authority, certifying that the type of measuring equipment and its components comply with the relevant requirements;

1° **certificat d'approbation de type:** un document délivré par l'autorité compétente certifiant que le type d'instrument de mesure et ses composantes se conforment aux exigences définies;

2° **igereranyabipimo:** urwunge rw'ibikorwa, mu buryo n'imikorere byagenwe, byerekana isano iri hagati y'ingano y'ibipimwa bitangwa n'igipimo fatizo n'igipimo ngababipimo n'urugero rw'ikizere hagati yabyo;

2° **calibration:** a set of operations, that under specified conditions, establishes, a relation between the quantity values with measurement uncertainties provided by reference measurement standards and those provided by working measurement standards and the degree of accuracy between them;

2° **étalonnage:** ensemble d'opérations qui, dans des conditions spécifiées, établit une relation entre les valeurs de quantité et les incertitudes fournies par mesures de référence standard et celles fournies par les mesures de référence de travail ainsi que le niveau d'exactitude entre elles;

3° **igicuruzwa gipfunyitse:** igicuruzwa ubwacyo hamwe n'icyo

3° **pre-packaged product:** product and packaging material into which it was put

3° **produit préemballé:** produit et matériel d'emballage dans lequel il a

- cyapfunyitswemo umuguzi adahari mbere y'uko gishyirwa ku isoko;
- 4° **igikoresho gipima:** igikoresho cyifashishwa cyonyine cyangwa gikomatananyijwe n'ikindi kimwe cyangwa byinshi mu gutanga ibipimo;
- 5° **igipimo:** ingano y'igipimwa hagendewe ku ngero zemewe ku rwego rw'Igihugu;
- 6° **igipimo fatizo:** igikoresho ngenderwaho mu kwemeza ubuziranenge bw'ibipimo;
- 7° **igipimo fatizo cy'ibanze:** igikoresho ngenderwaho mu gihugu gifite ubwuzure n'ubwizerwe byo ku rwego rwo hejuru mu gupima bushingiye ku gipimo fatizo ntima;
- 8° **igipimo fatizo cyungirije:** igikoresho ngenderwaho gifite ubwuzure n'ubwizerwe byo ku rwego rukurikira igipimo fatizo cy'ibanze;
- in the absence of the consumer, before being offered for sale;
- 4° **measuring equipment:** a device or a combination of devices designed for measurement of quantities;
- 5° **measurement:** quantity value determined basing on measurement standards recognized nationally;
- 6° **reference measurement standard:** material measure or measuring equipment used to ascertain conformity of measurements;
- 7° **primary measurement standard:** national reference standard with high level of precision and accuracy in defining a given quantity value and traceable to international prototype units of measurement;
- 8° **secondary measurement standard:** reference material whose precision and accuracy of a given quantity value are traceable to primary measurement standard;
- été mis sans la présence du consommateur avant d'être proposé à la vente;
- 4° **instrument de mesure:** dispositif utilisé pour faire des mesurages, seul ou associé à un autre ou plusieurs dispositifs connexes ;
- 5° **mesure:** valeur d'une quantité donnée déterminée sur base des étalons reconnus au niveau national;
- 6° **mesure de référence standard:** matériel de mesure ou équipement utilisé pour vérifier la conformité de mesures;
- 7° **étalon primaire:** matériel de référence national utilisé dans la définition hautement précise et adéquate de la valeur d'une quantité donnée et qui est traçable au prototype international d'unité de mesure;
- 8° **étalon secondaire:** matériel de référence dont la précision et l'exactitude de la valeur d'une quantité donnée sont traçables à l'étalon primaire;

- | | | |
|---|--|---|
| 9° igipimo fatizo ngababipimo: igikoresho ngenderwaho mu gutanga no gukwirakwiza ibipimo bifite ubwuzure n'ubwizerwe bushingiye ku gipimo fatizo cyungirije; | 9° working measurement standard: reference standard whose precision and accuracy of a given quantity value are traceable to secondary measurement standard; | 9° mesure de référence de travail : matériel de référence dont la précision et l'exactitude de la valeur d'une quantité donnée sont traçables à l'étalon secondaire; |
| 10° igipimo fatizo ntima: igikoresho muzi ngenderwaho ku rwego mpuzamahanga mu kugena ubuziranenge bw'ibikoresho bipima; | 10° international prototype of units of measurement: international reference standard used to define conformity of measurements; | 10° prototype international d'unité de mesure: matériel de référence international utilisé pour définir la conformité de mesures; |
| 11° ingero n'ibipimo: ubuhanga mu kugena ingano y'igipimwa; | 11° metrology: the scientific study of measurements and its applications; | 11° métrologie: science des mesurages et ses applications; |
| 12° Minisitiri: ugize Guverinoma ufite mu nshingano ze ibijyanye n'ingero n'ibipimo; | 12° Minister: a Cabinet member in charge of metrology; | 12° Ministre: un membre du Conseil des Ministres ayant la métrologie dans ses attributions; |
| 13° umuntu: umuntu ku giti cye, sosiyete, koperative, ikigo, urwego cyangwa umuryango bifite ubuzimagatozi; | 13° person: physical person, company, cooperative, corporate, institution or organisation with legal personality; | 13° personne: personne physique, société, coopérative, établissement, institution ou organisation dotée d'une personnalité juridique; |
| 14° urugero: ingano ngenderwaho mu gupima. | 14° unit of measurement: standard for quantity value definition. | 14° unité de mesure: mesure pour définir la valeur d'une quantité donnée. |

**UMUTWE WA II: INZEGO ZISHINZWE
SERIVISI Z'INGERO N'IBIPIMO**

**CHAPTER II: ORGANS RESPONSIBLE
FOR METROLOGY SERVICES**

**CHAPITRE II: ORGANES CHARGÉS
DES SERVICES DE LA MÉTROLOGIE**

**Ingingo ya 3: Ikigo gishinzwe ingero
n'ibipimo**

Article 3: Metrology organ

Article 3: Organe de la métrologie

Ikigo cy'igihugu gitsura ubuziranenge ni cyo gishinzwe ingero n'ibipimo.

The Rwanda Standards Board is the organ in charge of metrology organ.

L'Office Rwandais de Normalisation est l'organe ayant la métrologie dans ses attributions.

**Ingingo ya 4: Inzego zigenga zitanga serivisi
z'ingero n'ibipimo**

Article 4: Private bodies of metrology

Article 4: Entités privées de métrologie

Serivisi z'ingero n'ibipimo zishobora gutangwa n'inzego zigenga zibifitiye uruhushya.

Licensed private bodies may provide metrology services.

Les entités privées autorisées peuvent fournir les services de métrologie.

Iteka rya Minititiri rigena ibishingirwaho mu guhabwa uruhushya ku batanga serivisi z'ingero n'ibipimo.

An Order of the Minister determines requirements for obtain a licence to provide metrology services.

Un arrêté du Ministre détermine les conditions requises pour obtenir l'autorisation de fournir des services de métrologie.

**UMUTWE WA III: INGERO N'IBIPIMO
FATIZO**

**CHAPTER III: UNITS OF MEASUREMENT
AND MEASUREMENT STANDARDS**

**CHAPITRE III: UNITÉS DE MESURE
ET DE NORME**

Ingingo ya 5: Ingero fatizo z'ibipimo

Article 5: Base units of measurement

Article 5: Unités de mesure de base

Ingero fatizo z'ibipimo zikoreshwa mu Rwanda zishingiye ku ngero fatizo mpuzamahanga zikurikira:

Base units of measurement used in Rwanda are based on the following international system of units:

Les unités de mesure de base utilisées au Rwanda sont basées sur le système international d'unités suivantes:

1° urugero fatizo rw'uburebure ni Metero (m);

1° the base unit of measurement of length is Meter(m);

1° l'unité de mesure de base de longueur est Mètre (m);

| | | |
|---|---|---|
| 2° urugero fatizo rw'uburemere ni Kilogarama (kg); | 2° the base unit of measurement of mass is Kilogram (kg); | 2° l'unité de mesure de base de masse est Kilogramme (kg); |
| 3° urugero fatizo rw'igihe ni Isegonda (s); | 3° the base unit of measurement of time is Second (s); | 3° l'unité de mesure de base de temps est Seconde (s); |
| 4° urugero fatizo rw'ingano y'amashanyarazi ni Amperi (A); | 4° the base unit of measurement of electric current is Ampere (A); | 4° l'unité de mesure de base de courant électrique est Ampère (A); |
| 5° urugero fatizo rw'ubushyuhe ni Kelivini (K); | 5° base unit of measurement of thermodynamic temperature is kelvin (K); | 5° l'unité de mesure de base de température thermodynamique est Kelvin (K); |
| 6° urugero fatizo rw'ingano y'urumuri ni Kandela (cd); | 6° the base unit of measurement of luminous intensity is Candela (cd); | 6° l'unité de mesure de base de l'intensité lumineuse est Candela (cd); |
| 7° urugero fatizo rw'ingano rw'akanyangingo remezo ni Mole (mol). | 7° the base unit of measurement of the amount of substance is Mole (mol). | 7° l'unité de mesure de base de quantité de substance est Mole (mol). |

Ingingo ya 6: Ingero z'ibipimo

Ingero z'ibipimo zikoreshwa mu Rwanda zigomba kuba zishingiye ku ngero fatizo z'ibipimo.

Article 6: Units of measurement

The units of measurement used in Rwanda must be based on the base units of measurement.

Article 6: Unités de mesure

Les unités de mesure applicables au Rwanda doivent se baser sur des unités de mesure de base.

Ingingo ya 7: Igenwa ry'ibipimo fatizo

Ibipimo fatizo bigizwe n'ibipimo fatizo by'ibanze, ibipimo fatizo byungirije n'ibipimo fatizo ngababipimo bigenwa hashingiwe ku

Article 7: Determination of reference measurement standards

Reference measurement standards including primary, secondary and working standards are determined basing on internationally recognized measurement standards.

Article 7: Détermination des mesures de référence standard

Les mesures de référence standard comprenant les mesures de référence primaires, secondaires et celles de travail, sont

bipimo fatizo byemewe ku rwego mpuzamahanga.

déterminées sur base des mesures de référence reconnues au niveau international.

Ikigo cy'igihugu gishinzwe ingero n'ibipimo ni cyo kigena, kigashyiraho kandi kikarinda ibipimo fatizo bivugwa mu gika cya mbere cy'iyi ngingo.

The organ in charge of metrology determines, maintains and ensures traceability of reference measurement standards referred to in Paragraph One of this Article.

L'organe ayant la métrologie dans ses attributions détermine, maintient et assure la traçabilité des mesures de référence standard visées à l'alinéa premier du présent article.

Ingingo ya 8: Ishingiro n'ubwuzure bw'ibipimo fatizo

Article 8: Traceability and accuracy of reference measurement standards

Article 8: Traçabilité et exactitude des mesures de référence standard

Ubwuzure bw'ibipimo fatizo by'ibanze bushingiye ku bipimo ntima by'ingero z'ibipimo zikoreshwa ku rwego mpuzamahanga.

The accuracy of primary measurement standards is traceable to international prototype of units of measurements.

L'exactitude des mesures de référence primaires sont traçables aux prototypes internationaux des unités de mesure.

Ubwuzure bw'ibipimo fatizo byungirije bushingiye ku bipimo fatizo by'ibanze, naho ubwuzure bw'ibipimo fatizo ngababipimo bushingiye ku bipimo fatizo byungirije.

The accuracy of secondary measurement standards is maintained and traceable to primary measurements standards. The accuracy of working measurement standards is maintained and traceable to secondary measurement standards.

L'exactitude des mesures de référence secondaires est maintenue et traçable aux mesures de référence primaires, alors que l'exactitude des mesures de référence de travail est maintenue et traçable aux mesures de référence secondaires.

Ubwuzure bw'ibindi bipimo aho bukoreshwa bushingira ku bipimo fatizo ngababipimo.

The accuracy of other measurements on the field is traceable to the working measurement standards.

L'exactitude des autres mesures sur le terrain est traçables aux mesures de référence de travail.

UMUTWE WA IV: IGENZURA **CHAPTER IV: METROLOGICAL** **CHAPITRE IV: CONTRÔLES**
RY'INGERO N'IBIPIMO **CONTROLS** **MÉTROLOGIQUES**

Ingingo ya 9: Igenzura ry'ingero n'ibipimo

Igenzura ry'ingero n'ibipimo rikorwa n'Ikigo gifite ingero n'ibipimo mu nshingano zacyo, hashingiwe ku bisabwa mu rwego rwa tekini ku bikoresho bikoreshwa:

- 1° mu nganda n'ubucuruzi;
- 2° ku bijyanye n'ibicuruzwa bipfunyitse;
- 3° muri serivisi zo kubungabunga ubuzima;
- 4° mu kurengera ibidukikije;
- 5° mu kubahiriza ingero n'ibipimo bitegetswe.

Iteka rya Minisitiri rigena ibyitabwaho mu gukora igenzura, ibintu bishobora gufatirwa n'uko bicungwa.

Article 9: Metrological controls

The organ in charge of metrology carries out metrological controls basing on technical requirements for equipment used in:

- 1° industry and trade;
- 2° pre-packaged products;
- 3° health care services;
- 4° environment protection;
- 5° compliance with legal metrology requirements.

An Order of the Minister determines control requirements for metrological controls and materials that are subject to seizure and modalities for their management.

Article 9: Contrôles métrologiques

L'organe ayant la métrologie dans ses attributions assure les contrôles métrologiques, sur base des exigences techniques concernant les instruments utilisés :

- 1° aux industries et au commerce;
- 2° aux produits préemballés;
- 3° aux services de soins de santé;
- 4° à la protection de l'environnement;
- 5° au respect des mesures exigées par la métrologie légale.

Un arrêté du Ministre détermine les exigences de contrôles métrologiques et les objets susceptibles de saisie ainsi que leur gestion.

Ingingo ya 10: Kwemeza ubwoko, isuzuma n'igereranyabipimo by'igikoresho gipima n'ibikigize

Ubwoko bw'igikoresho gipima n'ibikigize bugenzurwa kandi bukemezwa n'Ikigo cy'igihugu gishinzwe ingero n'ibipimo mbere yo gushyirwa ku isoko cyangwa gukoreshwa icyo cyagenewe.

Igikoresho gipima gikoreshwa, gikorera bigereranya n'isuzumabipimo n'Ikigo cy'igihugu gifite mu nshingano ingero n'ibipimo cyangwa undi wese wabihereye uruhushya.

Iteka rya Minisitiri rishyiraho amabwiriza agenga uburyo bwo kwemeza igikoresho gipima n'ibikigize, isuzuma n'igereranyabipimo.

Ingingo ya 11: Kugenzura ibicuruzwa bipfunyitse

Ipfunywira ry'ibicuruzwa mbere y'uko bishyirwa ku isoko rishingira ku ngano yateganyijwe.

Inyandiko y'ingano y'ibicuruzwa ishyirwa ku gipfunyika yubahiriza ingano nyakuri y'ibicuruzwa igomba kubahiriza ibipimo ntarengwa.

Article 10: Type approval, verification and calibration of measuring equipment and its components

The organ in charge of metrology verifies and approves the type of measuring equipment and its modules before they are sold or put to intended use.

A measuring equipment which is in use is subjected to periodic calibration and verification by the organ in charge of metrology or any other authorized person.

An Order of the Minister determines technical regulations in regard to type approval, verification and calibration of the measuring equipment and its modules.

Article 11: Control of pre-packaged products

Pre-packaging of product intended to be placed on the market must be in prescribed quantities.

The imprints of the product's quantity indicated on the packaging reflects the actual quantity

Article 10: Approbation de type, vérification et étalonnage des équipements de mesure et ses composantes

L'organe ayant la métrologie dans ses attributions vérifie et approuve le type d'instrument de mesure et ses modules avant leur vente ou utilisation prévue.

Un instrument de mesure en utilisation est soumis à l'étalonnage et vérification périodiques par l'organe ayant la métrologie dans ses attributions ou par toute autre personne autorisée.

Un arrêté du Ministre détermine les règlements techniques relatifs à l'approbation, à la vérification et à l'étalonnage d'instrument de mesure et ses modules.

Article 11: Contrôle des produits pré-emballés

Les produits pré-emballés destinés à être mis sur le marché doivent être en quantités prescrites.

La mention de la quantité du produit indiquée sur l'emballage reflète la quantité réelle qui doit se conformer aux tolérances maximales.

which must comply with the maximum tolerances.

Iteka rya Minisitiri rigena ingano n'uburyo bwo kugenzura ibicuruzwa bipfunyitse.

An Order of the Minister determines the quantity and modalities for control of pre-packaged products.

Un arrêté du Ministre détermine la quantité et les modalités de contrôle des produits pré-emballés.

Article 12: Gukurikirana imikoreshereze y'ibipimo

Article 12: Metrological supervision

Article 12: Supervision métrologique

Gukurikirana ikorwa ry'ibikoresho bipima, uko byinjizwa mu gihugu, uko bishyirwa mu mwanya, uko bikoreshwa, uko bibungwabungwa n'uko bisanwa iyo byangiritse, bikorwa n'Ikigo cy'Igihugu gishinzwe ingero n'ibipimo.

The metrological supervision of the manufacturing process, importation, installation, use, maintenance and repair of measuring equipment is done by the national metrology organ.

La supervision métrologique du processus de fabrication, d'importation, d'installation, d'utilisation, d'entretien et de réparation des instruments de mesure est faite par l'organe national de métrologie.

Iteka rya Minisitiri rigena uburyo bwo gukurikirana imikorereshereze y'ibipimo.

An Order of the Minister determines technical regulations for metrological supervision.

Un arrêté du Ministre détermine les règlements techniques de supervision métrologique.

Ingingo ya 13: Kwemeza ubuziranenge bw'ibikoresho bipima

Article 13: Conformity of measuring equipment

Article 13: Conformité d'équipements de mesure

Kwemeza ubuziranenge bw'ibikoresho bipima bikorwa n'Ikigo gishinzwe ingero n'ibipimo.

The organ metrology carries out the conformity assessment of measuring equipment.

L'organe ayant la métrologie dans ses attributions assure l'évaluation de la conformité des équipements de mesurage.

Ikigo gishinzwe ingero n'ibipimo gitanga icyemezo cy'ubuziranenge, ikirango, cyangwa ikimenyetso cy'ubuziranenge cyangwa byombi

The organ in charge of metrology issues a certificate of conformity, mark or seal on the equipment to prevent unauthorized adjustment or intervention.

L'organe ayant la métrologie dans ses attributions délivre un certificat de conformité, marque et scellé sur l'équipement

ku gikoresho gipima, mu rwego rwo kwirinda guhindura ibipimo mu buryo butemewe.

Iteka rya Minisitiri rigena ubwoko, bw'icyemezo, ibirango cyangwa ibimenyetso by'ubuziranenge, imiterere yabyo, ibikubiyemo, igihe bimara n'indi mikoreshereze yabyo.

UMUTWE WA V: AMAKOSA N'IBIHANO BYO MU RWEGO RW'UBUTEGETSI

Ingingo ya 14: Gukoresha nabi ingero n'ibipimo

Umuntu wese, ukoresha ingero n'ibipimo nabi, ukoresha ingero n'ibipimo bitujuje ubuziranenge, ibidafite ibimenyetso bibyemeza, ibitagenzuwe cyangwa ibitemewe gukoreshwa, aba akoze ikosa ryo mu rwego rw'ubutegetsi, ahanishwa ihazabu y'amafaranga y'u Rwanda itari muni y'ibihumbi ijana (100.000 FRW), ariko itarenze amafaranga y'u Rwanda miliyoni ebyiri (2.000.000 FRW) kandi ibyo bikoresho bigahagarikwa gukoreshwa kugeza igihe byujuriye ingero n'ibipimo bisabwa.

Ingingo ya 15: Ukora igikoresho gipima kitujuje ibisabwa

Umuntu wese, ukora igikoresho gipima kitujuje ibisabwa n'iri tegeko, aba akoze ikosa ryo mu rwego rw'ubutegetsi, ahanishwa ihazabu

An Order of the Minister determines the type of certificate, label or seal, their format, content, duration and other requirements for use.

CHAPTER V: ADMINISTRATIVE FAULTS AND SANCTIONS

Article 14: Misuse of measurements and measuring equipment

Any person who misuses measurements and measuring equipment, who uses non-standard, unstamped, uncontrolled or rejected measuring equipment commits an administrative fault and is liable to a fine of not less than one hundred thousand Rwandan francs (FRW 100,000) and not more than two million Rwandan francs (FRW 2,000,000) and the equipment ceased to be used until it meets the required standards.

Article 15: Manufacture of non-compliant weighing and measuring equipment

Any person who manufactures weighing or measuring equipment that does not comply with the requirements of this law commits an

afin d'éviter tout ajustement ou intervention non-autorisée.

Un arrêté du Ministre détermine le type de certificat, étiquettes ou sceaux, leur format, le contenu, la durée de validité et les autres exigences relatives à leur utilisation.

CHAPITRE V: FAUTES ET SANCTIONS ADMINISTRATIVES

Article 14: Utilisation abusive des poids et mesures

Toute personne qui abuse des mesures et des équipements de mesure, qui utilise des mesures et des équipements de mesure non-standards, sans étiquettes, non-contrôlés ou rejetés commet une faute administrative et est passible d'une amende d'au moins cent mille francs rwandais (100.000 FRW) mais n'excédant pas deux millions de francs rwandais (2.000.000 FRW) et ces équipements cessent d'être utilisés jusqu'à ce qu'ils soient conformes aux normes exigées.

Article 15: Fabrication d'équipement de mesure non conforme

Toute personne qui fabrique l'équipement de mesure qui n'est pas conforme aux normes exigées par la présente loi commet une faute

y'amafaranga y'u Rwanda itari muni ya miliyoni ebyiri (2.000.000 FRW), ariko itarenze amafaranga y'u Rwanda miliyoni icumi (10.000.000 FRW) kandi icyo gikoresho kigahagarikwa gukoreshwa kugeza igihe cyujuriye ingero n'ibipimo bisabwa.

administrative fault and is liable to a fine of not less than two million Rwandan francs (FRW 2,000,000) and not more than ten million Rwandan francs (FRW 10,000,000) and the equipment ceased to be used until it meets the required standards.

administrative et est passible d'une amende d'au moins deux millions de francs rwandais (2.000.000 FRW) mais n'excédant pas dix millions de francs rwandais (10.000.000 FRW) et cet équipement cesse d'être utilisé jusqu'à ce qu'il soit conforme aux normes exigées.

Ingingo ya 16: Gukoresha nabi ibirango n'ibimenyetso

Article 16: Misuse of seals and stamps

Article 16: Utilisation abusive des marques et scellés

Umuntu wese, wigana, ukuraho, wangiza cyangwa ukoresha nabi ibirango n'ibimenyetso byashyizwe ku bikoresho by'ingero n'ibipimo, aba akoze ikosa ryo mu rwego rw'ubutegetsi, ahanishwa ihazabu y'amafaranga y'u Rwanda itari muni ya miliyoni imwe (1.000.000 FRW) ariko itarenze amafaranga y'u Rwanda miliyoni eshatu (3.000.000 FRW).

Any person who counterfeits, removes, damages or misuses seals and stamps of measuring equipment, commits an administrative fault and is liable to a fine of not less than one million Rwandan francs (FRW 1,000,000) and not more than three million Rwandan francs (FRW 3,000,000).

Toute personne qui contrefait, ôte, détruit ou abuse des étiquettes et les scellés des équipements de mesurage, commet une faute administrative et est passible d'une amende d'au moins un million de francs rwandais (1.000.000 FRW) mais n'excédant pas trois millions de francs rwandais (3.000.000 FRW).

Ingingo ya 17: Gusana no kwita ku bikoresho by'ingero n'ibipimo utabifitiye uruhushya

Article 17: Repair and maintenance of metrological equipment without licence

Article 17: Réparation et entretien des équipements métrologiques sans autorisation

Umuntu wese, utanga serivisi irebana no gusana no kwita ku bikoresho by'ingero n'ibipimo atabifitiye uruhushya, aba akoze ikosa ryo mu rwego rw'ubutegetsi, ahanishwa ihazabu y'amafaranga y'u Rwanda itari muni ya y'ibihumbi magana atanu (500.000 FRW), ariko itarenze amafaranga y'u Rwanda miliyoni eshanu (5.000.000 FRW).

Any person who provides repair and maintenance services for measuring equipment without a license commits an administrative fault and is liable to a fine of not less than five hundred Rwandan francs (FRW 500,000) and not more than five million Rwandan francs (FRW 5,000,000).

Toute personne qui fournit des services de réparation et d'entretien des équipements de mesurage sans autorisation commet une faute administrative et est passible d'une amende d'au moins cinq cent mille francs rwandais (500.000 FRW) mais n'excédant pas cinq millions de francs rwandais (5.000.000 FRW).

Ingingo ya 18: Kwimana cyangwa gutanga amakuru atari yo yerekeye ingero n'ibipimo

Umuntu wese, wimana cyangwa utanga amakuru yerekeye ingero n'ibipimo atari yo, aba akoze ikosa ryo mu rwego rw'ubutegetsi, ahanishwa ihazabu y'amafaranga y'u Rwanda itari muni y'ibihumbi magana atanu (500.000 FRW) ariko itarenze amafaranga y'u Rwanda miliyoni imwe (1.000.000 FRW).

Ingingo ya 19: Ibishingirwaho mu kugena ingano y'ihazabu

Kugena ingano y'ihazabu yo mu rwego rw'ubutegetsi ivugwa mu ngingo ya 14, iya 15, iya 16, iya 17 n'ya 18 bishingira ku buryo ikosa ryakozwemo n'ingaruka zaryo.

Ikigo cy'igihugu gifite ingero n'ibipimo mu nshingano gica ihazabu yo ku rwego rwo hasi, iringaniye cyangwa iyo hejuru hashingiwe kuri imwe cyangwa nyinshi mu mpamvu zikurikira:

1° iyo ari ubwa mbere umuntu akoze ikosa;

2° impurirane y'amakosa yo mu rwego rw'ubutegetsi avugwa muri iri tegeko;

Article 18: Refusal to provide information or provision of false information relating to measurements and measuring equipment

Any person who refuses to provide information or provides false information relating to measurements and measuring equipment commits an administrative fault and is liable to a fine of not less than five hundred Rwandan francs (FRW 500,000) and not more than one million Rwandan francs (FRW 1,000,000).

Article 19: Considerations in determining the amount of the fine

In determining the amount of the administrative fine referred to under articles 14, 15, 16, 17 and 18, the circumstances and effects of the fault are taken into account.

The national metrology organ imposes a low, medium or high fine basing on one or several of the following reasons:

1° if a person commits a fault for the first time;

2° co-occurrence of administrative faults referred to under this law;

Article 18: Refus de donner des informations ou fourniture de fausses informations relatives aux mesures et équipements de mesurage

Toute personne qui refuse de donner des informations ou fournit de fausses informations relatives aux mesures et équipements de mesurage commet une faute administrative et est passible d'une amende d'au moins cinq cent mille francs rwandais (500.000 FRW) mais n'excédant pas un million de francs rwandais (1.000.000 FRW).

Article 19: Éléments à prendre en compte pour déterminer le montant d'une amende

Pour fixer le montant d'une amende administrative visée aux articles 14, 15, 16, 17 et 18, il est tenu compte des circonstances et des conséquences de la faute.

L'organe national de la métrologie impose une amende moins élevée, moyenne ou élevée sur base d'une ou de plusieurs des raisons suivantes:

1° si une personne commet la faute pour la première fois;

2° concours de fautes administratives prévues par la présente loi;

| | | |
|--|--|---|
| 3° isubirakosa; | 3° repetition of fault; | 3° répétition de faute ; |
| 4° ikosa ryakozwe rigatera ingaruka mbi zibangamira inyungu rusange; | 4° the fault committed has negative effects that are detrimental to the common interest; | 4° la faute commise a produit des effets néfastes pour l'intérêt général; |
| 5° ibyacurujwe mu mwaka; | 5° annual turnover; | 5° chiffre d'affaires annuel; |
| 6° agaciro k'igikoresho cyangwa icyacurujwe. | 6° value of measuring equipment or traded product. | 6° valeur d'un équipement ou d'un produit vendu. |

Ingingo ya 20: Isubirakosa

Iyo ikosa rivugwa mu ngingo ya 14, iya 15, iya 16, iya 17 n'ya 18 z'iri tegeko ryongeye gukorwa, ihazabu yo mu rwego rw'ubutegetsi yari yahanishijwe yikuba kabiri (2).

Article 20: Recidivism

If the fault referred to under Articles 14, 15, 16, 17 and 18 of this Law is repeated, an administrative fine that was imposed on the defaulter is doubled (2).

Article 20: Récidive

En cas de récidive de la faute prévue aux articles 14, 15, 16, 17 et 18 de la présente loi, une amende administrative qui était infligée au fautif est portée au double (2).

Ingingo ya 21: Ikigo gica ihazabu yo mu rwego rw'ubutegetsi n'aho ishyirwa

Ikigo cy'Igihugu gitsura ubuziranenge ni cyo gica ihazabu yo mu rwego rw'ubutegetsi iteganywa n'iri tegeko.

Article 21: Organ which charges an administrative fine and its destination

Rwanda Standard Board charges the administrative fine provided for in this Law.

Article 21 : Organe qui impose l'amende administrative et sa destination

L'Office rwandais de normalisation impose l'amende administrative prévue par la présente loi.

Ihazabu iciwe ishyirwa mu Isanduku ya Leta.

The levied fine is deposited to the Public Treasury.

L'amende perçue est versée au Trésor Public.

Ingingo ya 22: Igihe cyo kwishyura ihazabu yo mu rwego rw'ubutegetsi

Umuntu uhanishijwe ihazabu yo mu rwego rw'ubutegetsi iteganywa muri iri tegeko,

Article 22: Time for payment of an administrative fine

A person who is subject to payment of an administrative fine provided for in this Law is

Article 22: Délai de paiement d'une amende administrative

Une personne qui se voit imposer une amende administrative prévue par la présente loi s'en

ayishyura mu gihe kitarenze iminsi irindwi (7) y'akazi ibarwa uhereye igihe yabimenyesherejwe mu nyandiko kandi ibikorwa bye biba bihagaritswe by'agateganyo. required to pay the fine within seven (7) working days from receipt of the written notice with a temporary closure of the activities. acquitte endéans sept (7) jours ouvrables à compter de la réception d'un avis écrit avec une suspension temporaire des activités.

Iyo uwahanishijwe ihazabu yo mu rwego rw'ubutegetsi ivugwa mu gika kibanziriza iki atubahirije ibiteganywa muri icyo gika, ayishyura yongeyeho inyungu y'ubukererwe ingana na rimwe n'igice ku ijana (1, 5 %) yayo yagombaga kwishyura kuri buri munsu w'ubukererwe. If the person referred to in the preceding Paragraph is subject to the payment of an administrative fine and fails to comply with the provisions of the same Paragraph, he or she pays the amount due with late interest of one point five percent (1.5 %) of this amount for each day of delay. Si la personne visée à l'alinéa précédent se voit imposer l'amende administrative et ne respecte pas les dispositions dudit alinéa, elle paie le montant dû avec des intérêts de retard d'un point cinq pourcent (1,5 %) de ce montant pour chaque jour de retard.

Ingingo ya 23: Ubujurire ku bihano byo mu rwego rw'ubutegetsi

Article 23: Appeal against administrative sanctions

Article 23: Recours contre les sanctions administratives

Uwahawe igihano cyo mu rwego rw'ubutegetsi giteganywa n'iri tegeko ashobora gushyikiriza ubujurire bwe mu nyandiko Minisitiri, mu gihe kitarenze iminsi itanu (5) y'akazi ibarwa uhereye igihe yabimenyesherejwe mu nyandiko.

A person against whom an administrative sanction is imposed under this Law may appeal in writing to the Minister, within five (5) working days from receipt of the written notice.

Toute personne contre laquelle il est infligé une sanction administrative en vertu de la présente loi, peut faire recours écrit auprès du Ministre, endéans cinq (5) jours ouvrables à compter de la réception d'un avis écrit.

UMUTWE WA VI: INGINGO ZISOZA

CHAPTER VI: FINAL PROVISIONS

CHAPITRE VI: DISPOSITIONS FINALES

Ingingo ya 24: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Article 24: Drafting, consideration and adoption of this Law

Article 24: Initiation, examen et adoption de la présente loi

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

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

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

Ingingo ya 25: Ivanwaho ry'ingingo z'amategeko zinyuranyije n'iri tegeko

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

Ingingo ya 26: Igihe iri tegeko ritangira gukurikizwa

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

Kigali, ku wa 10/01/2020

(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 25: Repealing provision

All prior legal provisions contrary to this Law are repealed.

Article 26: Commencement

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

Kigali, on 10/01/2020

(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 25: Disposition abrogatoire

Toutes les dispositions légales antérieures contraires à la présente loi sont abrogées.

Article 26: Entrée en vigueur

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

Kigali, le 10/01/2020

(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° 053/01 RYO KU WA 04/03/2020 RIGENA IBINDI BIKORWA BYIHARIYE BIJYANYE NO KWIZIHIZA UMUNSI W'INTWARI Z'IGIHUGU

PRESIDENTIAL ORDER N° 053/01 OF 04/03/2020 DETERMINING OTHER SPECIFIC ACTIVITIES RELATED TO THE CELEBRATION OF NATIONAL HEROES' DAY

ARRÊTÉ PRÉSIDENTIEL N° 053/01 DU 04/03/2020 DÉTERMINANT D'AUTRES ACTIVITÉS SPÉCIFIQUES RELATIVES À LA CÉLÉBRATION DE LA JOURNÉE DES HÉROS NATIONAUX

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

Ingingo ya mbere: Icyo iri teka rigamije

Article One: Purpose of this Order

Article premier: Objet du présent arrêté

Ingingo ya 2: Ibindi bikorwa byihariye

Article 2: Other specific activities

Article 2: Autres activités spécifiques

Ingingo ya 3: Abashinzwe gushyira mu bikorwa iri teka

Article 3: Authorities responsible for the implementation of this Order

Article 3: Autorités chargées de l'exécution du présent arrêté

Ingingo ya 4: Ivanwaho ry'ingingo zinyuranyije n'iri teka

Article 4: Repealing provision

Article 4: Disposition abrogatoire

Ingingo ya 5: Igihe iri teka ritangirira gukurikizwa

Article 5: Commencement

Article 5: Entrée en vigueur

ITEKA RYA PEREZIDA N° 053/01 RYO KU WA 04/03/2020 RIGENA IBINDI BIKORWA BYIHARIYE BIJYANYE NO KWIZIHZIZA UMUNSI W'INTWARI Z'IGIHUGU

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

Dushingiye ku Itegeko n° 13 bis/2009 ryo ku wa 16/06/2009 rigena inshingano, imiterere n'imikorere by'Urwego rw'Igihugu rushinzwe Intwari z'Igihugu, Imidari n'Impeta by'Ishimwe nk'uko ryahinduwe kugeza ubu, cyane cyane mu ngingo yaryo ya 44;

Bisabwe na Minisitiri w'Urubyiruko n'Umuco;

Inama y'Abaminisitiri yateranye ku wa 28/11/2019 imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

PRESIDENTIAL ORDER N° 053/01 OF 04/03/2020 DETERMINING OTHER SPECIFIC ACTIVITIES RELATED TO THE CELEBRATION OF NATIONAL HEROES' DAY

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 Law n° 13 bis/2009 of 16/06/2009 determining the responsibilities, structure and functioning of the Chancellery for Heroes, National Orders and Decorations of Honour as amended to date, especially in Article 44;

On proposal by the Minister of Youth and Culture;

After consideration and approval by the Cabinet, in its meeting of 28/11/2019;

HAVE ORDERED AND ORDER:

ARRÊTÉ PRÉSIDENTIEL N° 053/01 DU 04/03/2020 DÉTERMINANT D'AUTRES ACTIVITÉS SPÉCIFIQUES RELATIVES À LA CÉLÉBRATION DE LA JOURNÉE DES HÉROS NATIONAUX

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 Loi n° 13 bis/2009 du 16/06/2009 portant attributions, structure et fonctionnement de la Chancellerie des Héros, des Ordres Nationaux et des Décorations Honorifiques telle que modifiée à ce jour, spécialement en son article 44;

Sur proposition du Ministre de la Jeunesse et de la Culture;

Après examen et adoption par le Conseil des Ministres, en sa séance du 28/11/2019;

AVONS ARRÊTÉ ET ARRÊTONS:

Ingingo ya mbere: Icyo iri teka rigamije

Iri teka rigena ibindi bikorwa byihariye bijyanye no kwizihiza umunsi w'Intwari z'Igihugu.

Ingingo ya 2: Ibindi bikorwa byihariye

Ibindi bikorwa byihariye bijyanye no kwizihiza umunsi w'Intwari z'Igihugu ni ibi bikurikira:

- 1° gusura ahantu hitiriwe intwari;
- 2° ingendo zo guha icyubahiro Intwari;
- 3° amarushanwa muri siporo, ubuhanzi n'ubugeni;
- 4° ibiganiro mpaka cyangwa inama ku butwari;
- 5° kumurika ibyavuye mu bushakashatsi;
- 6° ubusabane bw'abaturage bizihiza umunsi w'Intwari z'Igihugu;
- 7° gutanga amashimwe ku bakoze ibikorwa by'ubutwari;
- 8° ingendo shuri.

Article One: Purpose of this Order

This Order determines other specific activities related to the celebration of the National Heroes' day.

Article 2: Other specific activities

Other specific activities related to the celebration of National Heroes' day are the following:

- 1° visits to sites dedicated to heroes;
- 2° walks to honor heroes;
- 3° sports, art and craft competitions;
- 4° talk-shows or conferences about heroism;
- 5° exhibition of research findings;
- 6° conviviality of people during National Heroes' day celebration;
- 7° awarding prizes to those who performed heroic acts;
- 8° study tours.

Article premier: Objet du présent arrêté

Le présent arrêté détermine d'autres activités spécifiques relatives à la célébration de la journée des Héros Nationaux.

Article 2: Autres activités spécifiques

Les autres activités spécifiques relatives à la célébration de la journée des Héros Nationaux sont les suivantes:

- 1° les visites des sites dédiés aux héros;
- 2° les marches en l'honneur des héros;
- 3° les compétitions sportives, artistiques et artisanales;
- 4° les émissions-débats ou les conférences sur l'héroïsme;
- 5° l'exposition des résultats de recherche;
- 6° la convivialité de la population lors de la célébration de la journée des Héros Nationaux;
- 7° l'attribution des prix à ceux qui ont accompli des actes héroïques;
- 8° les voyages d'études.

Ingingo ya 3: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe na Minisitiri w'Urubyiruko n'Umuco bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 4: Ivanwaho ry'ingingo zinyuranyije n'iri teka

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

Ingingo ya 5: Igihe iri teka ritangirira gukurikizwa

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

Kigali, ku wa 04/03/2020

Article 3: Authorities responsible for the implementation of this Order

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

Article 4: Repealing provision

All prior provisions contrary to this Order are repealed.

Article 5: Commencement

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

Kigali, on 04/03/2020

Article 3: Autorités chargées de l'exécution du présent arrêté

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

Article 4: Disposition abrogatoire

Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.

Article 5: Entrée en vigueur

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

Kigali, le 04/03/2020

(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

(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

(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° 054/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO Y'ICYICARO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA N'IKIGO MPUZAMAHANGA CYITA KU BIJUMBA (CIP) YAKOREWE I KIGALI, KU WA 17/09/2015

PRESIDENTIAL ORDER N° 054/01 OF 04/03/2020 RATIFYING THE HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE INTERNATIONAL POTATO CENTER (CIP) DONE AT KIGALI, ON 17/09/2015

ARRÊTÉ PRÉSIDENTIEL N° 054/01 DU 04/03/2020 PORTANT RATIFICATION DE L'ACCORD DE SIÈGE ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE CENTRE INTERNATIONAL DE LA PATATE (CIP) FAIT À KIGALI, LE 17/09/2015

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

Ingingo ya mbere: Kwemeza burundu

Article One: Ratification

Article premier: Ratification

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Article 2: Authorities responsible for the implementation of this Order

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

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 054/01 RYO KU WA 04/03/2020 RYEMEZA RYEMEZA BURUNDU AMASEZERANO Y'ICYICARO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA N'IKIGO MPUZAMAHANGA CYITA KU BIJUMBA (CIP) YAKOREWE I KIGALI, KU WA 17/09/2015

PRESIDENTIAL ORDER N° 054/01 OF 04/03/2020 RATIFYING THE HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE INTERNATIONAL POTATO CENTER (CIP) DONE AT KIGALI, ON 17/09/2015

ARRÊTÉ PRÉSIDENTIEL N° 054/01 DU 04/03/2020 PORTANT RATIFICATION DE L'ACCORD DE SIÈGE ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE CENTRE INTERNATIONAL DE LA PATATE (CIP) FAIT À KIGALI, LE 17/09/2015

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

Tumaze kubona Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo Mpuzamahanga cyita ku Bijumba (CIP) yakorewe i Kigali, ku wa 17/09/2015;

Considering the Host Country Agreement between the Government of the Republic of Rwanda and the International Potato Center (CIP) done at Kigali, on 17/09/2015;

Considérant l'Accord de siège entre le Gouvernement de la République du Rwanda et le Centre International de la Patate (CIP) fait à Kigali, le 17/09/2015;

Bisabwe na Minisitiri w'Ububanyi n'Amahanga, n'Ubutwererane;

On Proposal by the Minister of Foreign Affairs and International Cooperation;

Sur proposition du Ministre des Affaires Étrangères et de la Coopération Internationale;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet;

Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND ORDER:

AVONS ARREÊTEÉ ET ARRÊTONS:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo Mpuzamahanga cyita ku Bijumba (CIP) yakorewe i Kigali, ku wa 17/09/2015, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

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

Kigali, ku wa 04/03/2020

Article One: Ratification

The Host Country Agreement between the Government of the Republic of Rwanda and the International Potato Center (CIP) done at Kigali, on 17/09/2015, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister and the Minister of Foreign Affairs and International Cooperation are entrusted with the implementation of this Order.

Article 3: Commencement

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

Kigali, on 04/03/2020

Article premier: Ratification

L'Accord de Siège entre le Gouvernement de la République du Rwanda et le Centre International de la Patate (CIP) fait à Kigali, le 17/09/2015, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

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

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

Article 3: Entrée en vigueur

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

Kigali, le 04/03/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
Dr. NGIRENTE Edouard
Prime Minister

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

**UMUGEREKA W'ITEKA RYA
PEREZIDA N° 054/01 RYO KU WA
04/03/2020 RYEMEZA BURUNDU
AMASEZERANO Y'ICYICARO HAGATI
YA GUVERINOMA YA REPUBULIKA
Y'U RWANDA N'IKIGO
MPUZAMAHANGA CYITA KU BIJUMBA
(CIP) YAKOREWE I KIGALI, KU WA
17/09/2015**

**ANNEX TO PRESIDENTIAL ORDER
N° 054/01 OF 04/03/2020 RATIFYING
THE HOST COUNTRY AGREEMENT
BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF RWANDA AND
THE INTERNATIONAL POTATO
CENTER (CIP) DONE AT KIGALI, ON
17/09/2015**

**ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
N° 054/01 DU 04/03/2020 PORTANT
RATIFICATION DE L'ACCORD DE
SIÈGE ENTRE LE GOUVERNEMENT DE
LA RÉPUBLIQUE DU RWANDA ET LE
CENTRE INTERNATIONAL DE LA
PATATE (CIP) FAIT À KIGALI, LE
17/09/2015**

HOST COUNTRY AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA



AND

THE INTERNATIONAL POTATO CENTER (CIP)



HOST AGREEMENT

I. PREAMBLE

WHEREAS, CGIAR is a global partnership that unites organizations engaged in research for a food secure future. CGIAR research is dedicated to reducing rural poverty, increasing food security, improving human health and nutrition, and ensuring more sustainable management of natural resources. It is carried out by the 15 centers who are members of the CGIAR Consortium in close collaboration with hundreds of partner organizations, including national and regional research institutes, civil society organizations, academia, and the private sector.

WHEREAS, the Consortium and its Member Centers, guided by the Strategy and Results Framework ("SRF"), regard the results and outputs of their research and development activities as international public goods and are committed to their widespread diffusion and use and to achieving the maximum possible access, scale and scope of impact from them for the benefit of the poor, especially farmers in developing countries;

WHEREAS, in 1971 the members of CGIAR caused to be established the International Potato Center (Centro Internacional de la Papa in Spanish, hereinafter referred to as CIP), as an international entity operating as a root and tuber research-for-development institution delivering sustainable solutions to the pressing world problems of hunger, poverty, and the degradation of natural resources.

WHEREAS, on November 26, 1999, the governments of Peru, Bolivia, Ecuador, Egypt and Canada; and, on subsequent dates, the governments of Sweden, Venezuela, The Netherlands and Denmark signed and acceded an international treaty in order to provide the International Potato Center with an international juridical status, necessary for the exercise of its activities and the fulfillment of its purposes;

WHEREAS, the vision of CIP is to seek to achieve food security, increased well-being, and gender equity for poor people in the developing world. CIP furthers its mission through rigorous research, innovation in science and technology, and capacity strengthening regarding root and tuber farming and food systems.

WHEREAS, CIP has been established as an independent international organization with its own organs, international status, and such powers as are necessary to enable it to attain its objectives;

WHEREAS, the Ministry of Agriculture and Animal Resources (MINAGRI) of Rwanda, through its research and development institutions, has the mandate to generate, test, and disseminate appropriate technologies to increase rural income, ensure food security, alleviate poverty, and alleviate environmental problems caused by misuse of natural resources.



WHEREAS, the Rwanda Agriculture Board, (RAB), general mission is to develop agriculture and animal husbandry through their reform and using modern methods in crop and animal production, research, agricultural extension, education and training of farmers in new technologies.

WHEREAS the Rwanda Agriculture Board (RAB), its predecessor, the National Agricultural Research Institute (ISAR) and CIP have successfully collaborated for more than two decades to improve the productivity and profitability of potato and sweetpotato production systems in Rwanda.

WHEREAS, the Government of Rwanda recognizes the aims, guiding principles and activities of CIP, as specified in the agreement establishing the Institute and its constitution,

WHEREAS, CIP recognizes the strong desire of the Government of Rwanda to reduce poverty and malnutrition through accelerating agricultural productivity, increasing incomes through agricultural commercialization, and improving diet quality through the promotion of nutritionally superior crops and varieties;

NOW THEREFORE, in consideration of the above and the mutual agreements hereinafter contained, the Government of Rwanda and the International Potato Center inspired by their common objective to promote and accelerate the progress of research and training in the scientific cultivation of potato, sweetpotato and improvement of production techniques and extension thereof,

HEREBY AGREE to the terms of this Host Agreement as follows:

II. DEFINITIONS

In this Agreement, unless the context shall otherwise require, the following expressions shall have the following meanings:

- (a) "Applicable Law" means the law, rules, regulations, and any other instruments having the force of legal provisions in Rwanda, as they may be issued and in force from time to time.
- (b) "Appropriate Authorities" means such national, local or other authority of the Government as may be appropriate in accordance with the Laws of Rwanda.
- (c) "CIP" means the International Potato Center.
- (d) "Country Representative" means the senior scientist of CIP resident in Rwanda who represents the official presence of CIP within Rwanda.
- (e) "Director General" means the Director General of CIP, who is the Chief Executive Officer of the Institution.
- (f) "Facilities" includes, unless the context requires otherwise, the buildings as well as land, facilities, offices, laboratories, and other buildings from which CIP operates in Rwanda.
- (g) "Government" means the Government of Rwanda.
- (h) "Headquarters" means the facility at which the CIP Director General's office is

- located. It is the designated international legal address of CIP in Lima, Peru.
- (i) "Premises" means any immovable property acquired or under the lawful possession of CIP in Rwanda, including but not limited to land, buildings, laboratories and offices.
 - (j) "Staff" means the officials and employees of CIP with the exception of those who are retained on casual or piece rate basis. Where appropriate distinction shall be made between Internationally Recruited Staff (IRS) and Nationally Recruited Staff (NRS).

III. CIP COMMITMENT AND PURPOSE OF THE AGREEMENT

The Parties agree to carry out the following work with relevant Rwandan partners to design, submit to relevant donors and implement activities if funding is available in order:

1. To encourage and accelerate collaborative research, to develop production and post-harvest technologies and information on nutritional value for potato, sweetpotato, yam beans and other Andean Roots and their further dissemination through extension means in Rwanda;
2. To establish appropriate partnership mechanisms with national and international partners to accelerate the improvement of roots and tubers, such as potato and sweet potato, and the transfer of appropriate technologies in Rwanda as indicated in activity 1;
3. The exchange of experts and technicians;
4. The exchange of germplasm;
5. The exchange of scientific literature and methodologies;
6. The development of a training program to build the capacity of scientists, extension staff and technicians to support the sustained development of research, technology transfer, and production and commercialization of potato, sweetpotato, yam beans and other Andean roots.

IV. RIGHTS, PRIVILEGES, AND IMMUNITIES FOR CIP

Legal Status

1. CIP is an autonomous, non-profit making international organization the policies of which are formulated and carried out by a Board of Trustees in accordance with the CIP incorporation documents and statutes.
2. CIP has juridical International personality and has capacity amongst other things to: contract; acquire and dispose of movable and immovable property; and,



3. institute legal proceedings
4. The Government agrees to apply to CIP, its Staff, properties and assets, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies adopted by the United Nations General Assembly on 21 November 1947 as well as those set forth in this agreement. In case of inconsistency between the provisions of the Convention and those of this Agreement, the provisions of the Convention shall prevail.
5. CIP has the right to receive and acquire by donation, contributions of real or personal property from any person, firm or entity including cash or kind, that may be necessary to carry out its purposes and objectives. CIP may use, operate and dispose of these properties in any form, including donating them to a third party.

CIP Facilities

1. CIP has the right to buy, rent or acquire the possession of land, buildings, offices or any other facilities under Applicable Law, in order to carry out its activities. CIP has the right to construct, erect, maintain or modify any buildings or other facilities as may be required for the purposes of CIP mission.
2. The Government may make available to CIP, under terms to be mutually agreed, and for such periods as may be necessary, land, buildings and other facilities as CIP may need for its programs.
3. CIP will be authorized to place its emblem on its premises, property, and equipment.

Inviolability of Facilities

1. CIP's Premises shall be inviolable. The property and assets of CIP, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
2. All records, correspondence, documents and other materials of CIP shall be inviolable.
3. CIP shall have the power to make regulations applicable within its facilities in order to establish therein the necessary conditions for its operation.
4. Without prejudice to the provisions of this agreement, CIP shall prevent its Premises from becoming a refuge for persons avoiding arrest under Applicable Law or who are required by the Government for extradition, to another country or for persons who are endeavoring to avoid service of legal process.

Judicial Immunity

CIP, its Premises, property and assets, wherever located and by whomsoever held, shall be immune from every form of legal process except in so far as in any particular case CIP has expressly waived such immunity.

Public Services

1. The Government shall cause to be furnished to CIP necessary public services to the CIP Premises on the same basis (including cost) as it does to other comparable international organizations.
2. In the event of interruption of these services, the competent authorities shall consider CIP's need for these services as equally important as that of comparable international organizations and shall take necessary measures to ensure that CIP's operations do not suffer from such an interruption.

Importation, Exportation, Transportation, and Use of Material and Equipment

1. CIP may, without restriction, import and export all such materials, equipment, articles, vehicles, machinery, including all scientific and biological materials, publications, and supplies required for its operations.
2. Without prejudice to the provisions of paragraph 1 above, CIP may: a) carry out experimental work in designated or reserved zones of the national territory, b) import, export, transport, and use radioactive material or biological or biochemical substances that it may need to carry out its activities, whether for its own purposes or in the framework of regional and international programs of co-operation; provided that CIP is authorized by Rwandan competent authorities and complies with Applicable Law as well as international norms in performing such activities.

Tax Exemption

1. CIP, its Premises, assets, and property used for the functioning of the Organization shall be exempt from income tax and other taxes.
2. CIP shall be exempt from customs duty, value added taxes (VAT), and/or fiscal charges on all materials, equipment, articles, vehicles, machinery, publications and supplies imported or exported by CIP for its use; it is understood, however, that articles imported under such exemption will not be sold in the country except under conditions agreed to with the Government.
3. CIP shall be exempt from all taxation on materials, equipment and taxation on services (including but not limited to professional services and utilities for instance radio, satellite communications, telecommunications, electrical power

and others) purchased locally for its official use.

4. CIP shall be exempted from payment of stamp duty and other documentary taxes on any transaction to which CIP is a party
5. At least twice a year CIP has the right to claim the return of Value Added Tax paid from the government with the presentation of the respective documentation and proof of payment.
6. Internationally Recruited Staff or Expatriate (Expat) Staff (without Rwanda Citizenship) that CIP requires to station in Rwanda are exempt from all taxes as per below "exemption to Foreign Staff".

Holding and Transfer of Funds

1. Without being restricted by financial controls, regulations, or moratoria, except those applied by relevant competent authority to be according the relevant banking regulations, CIP may reserve and hold funds or currency of any kind and operate bank and similar accounts in any currency.
2. CIP may freely transfer its funds or currencies from one country to another or within Rwanda and convert any currencies held by it into any other currency and undertake any other foreign exchange operation in furtherance of its objectives.

V. CIP STAFF AND PERSONNEL

Movement of Personnel

1. The Government shall facilitate the movement in and out of Rwanda of all CIP officials, Staff, trainees, scholars, visitors and invitees or any other persons discharging official duties for CIP, as well as their dependents, and shall provide all necessary facilities to assist in their expeditious clearance for the entry into and exit from Rwanda.
2. The Government shall facilitate the issuance of official visas or permits, as applicable, for CIP's Internationally Recruited Staff resident inside Rwanda.
3. The Government shall issue multiple entry visas to allow entrance into Rwanda for CIP's Internationally Recruited Staff members or expats or any other staff based in any CIP offices globally who are resident outside Rwanda, if the proper execution of their duties requires regular visits to Rwanda. Such visas will be issued on request of CIP's Management, through a *Note Verbal*, providing the names and particulars of the individuals concerned.



4. CIP may host staff and visitors from other CGIAR and affiliated institutes on a short term or long-term basis, and the government shall extend to them and their families the same facilities as those extended to CIP's Staff and visitors. CIP shall communicate to the Government the names and capacities of these persons and dependents.

Policies and Employment Conditions

1. CIP shall have the authority to establish employment policies and terms and conditions of employment for CIP's Internationally Recruited Staff or expats.
2. CIP shall have the authority to establish overseas pension and medical programs for all Internationally Recruited Staff, insofar as such programs provide general benefits which are at least equal to the minimum requirements provided for in Applicable Law.
3. CIP shall have the authority to establish employment policies and terms and conditions of Nationally Recruited Staff.
4. CIP shall at all times observe and follow the Rwanda labor laws for nationally recruited staff.

Exemption to Foreign Staff

The Government shall grant the following privileges to CIP's Internationally Recruited Staff:

- (a) Exemption from payment of all taxes on salaries, emoluments, and indemnities paid to them by CIP in relation to their employment;
- (b) Exemption from payment of income taxes on their salaries, benefits and other allowances paid to them by CIP;
- (c) Exemption from payment of customs duty and sales taxes on personal or household effects including a vehicle for personal use imported by such personnel for their private use within 180 days of their arrival in the country;
- (d) Authorize them to import, free of customs duty, sales tax, value added tax and other taxes as they come up, one vehicle for personal use every 3 years in the conditions accorded to other international organizations. Authorize the sale of such vehicles in Rwanda, after completion of at least 3 years of service, in the conditions accorded to other international organizations.
- (e) Permit them to replace, free of customs duty, sales tax and values added tax, a motor vehicle imported by them or for them for personal use in Rwanda in cases of: (i) irretrievable loss in theft or accident; or (ii) beyond repair, malfunctioning, or if a period of three years elapsed after the importation of the vehicle;
- (f) Permit them to operate personal foreign accounts with banks established in Rwanda and exempt them from exchange control; and

- (g) Exemption from export duties and other fiscal taxes for their personal effects when departing at the end of their assignment from Rwanda.

Privileges and Immunities for Foreign Staff

The Government shall grant to CIP's Internationally Recruited Staff and their dependent, privileges and immunities not less favorable than those granted to the staff of comparable rank of other international organizations in Rwanda. Without limitation to the foregoing, the Government undertakes;

- (a) to grant such persons immunity from legal process in respect to words spoken or written and acts performed by them in their official capacity and in relation to their scientific and technical work;
- (b) to permit such persons freedom of travel, movement and communication necessary for the carrying out of CIP's objectives;
- (c) to extend to them and their dependents such repatriation facilities in times of international crisis as are extended by the Government to staff of other international organizations and/or specialized agencies of the UN;
- (d) to permit them and their dependent to bring into Rwanda foreign currency for personal use and to withdraw and repatriate such amounts from Rwanda, as applicable to other international organizations; and
- (e) to permit the employment of their spouses in Rwanda; as applicable to other international organizations;
- (f) to grant them and their dependents exemption from national service obligations, alien registration, immigration restrictions and to provide them and their dependents with re-entry permits, at no charge, and subsequent renewals thereof; and
- (g) to facilitate the clearance through customs of their new and used personal and household effects and to issue them and their dependents with identity cards and where necessary to facilitate the performance of their duties.

The government shall guarantee diplomatic status, in accordance to the Vienna Conventions on Diplomatic Relations signed in 1961, for CIP's appointed Country Representative and designated internationally recruited staff.

The Government shall grant non-resident/non-citizen consultants and other professional engaged by CIP the privileges and immunities set forth in paragraphs (a) ,(b) ,(c) , (d) ,(e) ,(f) , and (h) above.

VI. INTELLECTUAL PROPERTY RIGHTS

The Government recognizes that:

1. CIP has the freedom to own and/or manage all tangible or intangible intellectual assets and associated intellectual property rights it produces, imports or acquires during the conduct of its operations in Rwanda.
2. Subject to any third party rights, CIP will manage all intellectual assets in ways that maximize their global accessibility and/or ensure that they lead to the broadest impact on target beneficiaries in furtherance of its vision and mission.
3. CIP provides facilitated access to Plant Genetic Resources for Food and Agriculture contained in its in-trust collections within the purview of the International Treaty on Plant Genetic Resources for Food and Agriculture. The Government shall authorize CIP to import and export such biological materials as may be required by CIP for its scientific research, subject to the quarantine and inspection procedures in the applicable law, assuring the prompt and expeditious inspection of all such materials. In application of the foregoing, CIP shall be allowed to freely move seed and genetic materials within Rwanda. For export purposes, CIP shall present only the bill of landing to the corresponding authorities, and be exempt from any registering obligation of said exportation. The government shall support and where necessary facilitate, CIP's genetic resources acquisition, conservation and distribution efforts. The acquisition or transfer of any other genetic and biotechnological resources by CIP shall be conducted in accordance with all applicable laws, including applicable national applicable laws of Rwanda.

It is understood by both parties to the Agreement that:

- a. Benefits such as improved breeding material and technology, accruing or arising from this cooperative effort, may be used by either or both parties with the recognition of each party's contribution;
- b. Research findings will be published promptly and addressed in the public interest;
- c. The publications may be joint or separate as may be determined by mutual agreement;
- d. Either party publishing any research findings will give credit to the other party's contribution, but shall at the same time be entirely responsible for the conclusions and interpretations reported;
- e. Research results arising out of individual projects will be disseminated by either or both parties; and
- f. Exchange of germplasm, etc., will be freely made between Rwanda and CIP, with due recognition given for the source of the said material. The above will be subject to due observance of quarantine regulations

in Rwanda and Peru. Either party may use such materials freely in its own or cooperative program, but will give full credit to its source of origin.

VII. RESIGNMENT TO IMMUNITIES

The immunities and privileges accorded under this Agreement are granted in the interests of CIP and not for the personal benefit of the persons involved. The Director General or their representative shall have the duty to waive the immunity of any such persons in cases where, in his/her opinion, such immunity would impede the course of justice and can be waived without prejudice to the interest of CIP.

VIII. ABUSE OF PRIVILEGES

CIP, its Director General and its Country Representative Resident in Rwanda shall co-operate at all times with the Government to facilitate the proper administration of justice, the observance of the laws of Rwanda, and avoid abuse of immunities and privileges accorded to CIP under this Agreement.

IX. GOODS DESTINY

Upon the termination of this Agreement, CIP will liquidate its operations in Rwanda. CIP will have the right to freely dispose of any net property or assets remaining after such liquidation.

X. MODIFICATIONS

Either party may propose the amendment of this Agreement to the other. Such amendments shall be in writing and shall be effected through exchange of notes or by formal amendment of the agreement, as is deemed appropriate by both parties.

XI. DURATION AND RESOLUTION

This Agreement shall take effect upon signature and shall remain in force unless it is terminated at any time by mutual agreement or by either party serving one year's written notice to the other of its intention to so terminate the Agreement.

XII. FAIRNESS

In entering into this agreement, the parties agree and hereby declare their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either party, that none of the parties shall make undue gains at the other's expense and that all provisions herein contained shall be applied in good faith.



XIII. CONTROVERSY SOLUTION

1. Any dispute between CIP and the Government of Rwanda concerning the interpretation or the application of this Agreement, including any amendments thereto, shall if it is not settled through negotiation or any other amicable method agreed upon, be referred at the request of their party arbitration.
2. The arbitration tribunal shall consist of three arbitrators: one to be appointed by CIP, one by the Government and the third arbitrator, who shall be chosen by the first two arbitrators. If the tribunal is not constituted within six months from the date of the request made for the submission of the dispute to arbitration, the appointment of the arbitrators is not yet designated shall be made by the President of the International Court of Justice at the request of either party.
3. This agreement shall be interpreted in the light of its primary purpose to enable CIP to discharge its responsibilities and to fulfill its obligations fully and efficiently.

Done at Kigali, on theday of, the year two thousand fifteen in two originals, all in the English language, all of them being equally authentic.

IN WITNESS WHEREOF, CIP and Rwanda the undersigned have appended their signatures.

For and on behalf of
The Government of Republic of Rwanda



Hon. Louise MUSHIKIWABO
Minister of Foreign Affairs and
Cooperation.
The Government of the Republic of Rwanda

For and on behalf of CIP



Dr. Barbara H. Wells
Director General
International Potato Center (CIP)

Date signed: 17 SEP 2015

Date signed: 06/11/2015

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 054/01 ryo ku wa 04/03/2020 ryemeza burundu Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo Mpuzamahanga cyita ku Bijumba (CIP) yakorewe i Kigali, ku wa 17/09/2015

Kigali, ku wa 04/03/2020

(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 Presidential Order n° 054/01 of 04/03/2020 ratifying the Host Country Agreement between the Government of the Republic of Rwanda and the International Potato Center (CIP) done at Kigali, on 17/09/2015

Kigali, on 04/03/2020

(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 à l'Arrêté Présidentiel n° 054/01 du 04/03/2020 portant ratification de l'Accord de Siège entre le Gouvernement de la République du Rwanda et le Centre International de la Patate (CIP) fait à Kigali, le 17/09/2015

Kigali, le 04/03/2020

(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° 055/01 RYO
KU WA 04/03/2020 RYEMEZA BURUNDU
AMASEZERANO Y'ICYICARO HAGATI
YA GUVERINOMA YA REPUBULIKA
Y'U RWANDA N'IKIGO NYAFURIKA
KIGAMIJE ITERAMBERE
RY'UBUMENYI BW'IMIBARE-
IGITEKEREZO *EINSTEIN*
CY'AHAZAZA YAKOREWE I KIGALI,
KU WA 12 WERURWE 2016**

**PRESIDENTIAL ORDER N° 055/01 OF
04/03/2020 RATIFYING THE HOST
COUNTRY AGREEMENT BETWEEN
THE GOVERNMENT OF THE
REPUBLIC OF RWANDA AND
AFRICAN INSTITUTE FOR
MATHEMATICAL SCIENCES-NEXT
EINSTEIN INITIATIVE DONE AT
KIGALI, ON 12 MARCH 2016**

**ARRÊTÉ PRÉSIDENTIEL N° 055/01 DU
04/03/2020 PORTANT RATIFICATION DE
L'ACCORD DE SIÈGE ENTRE LE
GOUVERNEMENT DE LA REPUBLIQUE
DU RWANDA ET L'INSTITUT AFRICAIN
DES SCIENCES MATHÉMATIQUES-
PROCHAINE INITIATIVE *EINSTEIN*
FAIT À KIGALI, LE 12 MARS 2016**

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

Ingingo ya mbere: Kwemeza burundu

Article One: Ratification

Article premier: Ratification

**Ingingo ya 2: Abashinzwe gushyira mu
bikorwa iri teka**

**Article 2: Authorities responsible for the
implementation of this Order**

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

**Ingingo ya 3: Igihe iri teka ritangirira
gukurikizwa**

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 055/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO Y'ICYICARO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA N'IKIGO NYAFURIKA KIGAMIJE ITERAMBERE RY'UBUMENYI BW'IMIBARE-IGITEKEREZO EINSTEIN CY'AHAZAZA YAKOREWE I KIGALI, KU WA 12 WERURWE 2016

PRESIDENTIAL ORDER N° 055/01 OF 04/03/2020 RATIFYING THE HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND AFRICAN INSTITUTE FOR MATHEMATICAL SCIENCES-NEXT EINSTEIN INITIATIVE DONE AT KIGALI, ON 12 MARCH 2016

ARRÊTÉ PRÉSIDENTIEL N° 055/01 DU 04/03/2020 PORTANT RATIFICATION DE L'ACCORD DE SIÈGE ENTRE LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA ET L'INSTITUT AFRICAIN DES SCIENCES MATHÉMATIQUES-PROCHAINE INITIATIVE *EINSTEIN* FAIT À KIGALI, LE 12 MARS 2016

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

Tumaze kubona Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo Nyafurika kigamije iterambere ry'Ubumenyi bw'Imibare-Igitekerezo *Einstein* cy'Ahazaza yakorewe i Kigali, ku wa 12 Werurwe 2016;

Considering the Host Country Agreement between the Government of the Republic of Rwanda and African Institute for Mathematical Sciences-Next Einstein Initiative done at Kigali, on 12 March 2016;

Considérant l'Accord de siège entre le Gouvernement de la République du Rwanda et l'Institut Africain des Sciences Mathématiques-Prochaine Initiative *Einstein* fait à Kigali, le 12 mars 2016;

Bisabwe na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane;

On Proposal by the Minister of Foreign Affairs and International Cooperation;

Sur proposition du Ministre des Affaires Étrangères et de la Coopération Internationale;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet;

Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND ORDER:

AVONS ARRÊTÉ ET ARRÊTONS:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo Nyafurika kigamije iterambere ry'Ubumenyi bw'Imibare-Igitekerezo *Einstein* cy'Ahazaza yakorewe i Kigali, ku wa 12 Werurwe 2016, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

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

Kigali, ku wa 04/03/2020

Article One: Ratification

The Host Country Agreement between the Government of the Republic of Rwanda and African Institute for Mathematical Sciences-Next Einstein Initiative done at Kigali, on 12 March 2016, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister and the Minister of Foreign Affairs and International Cooperation are entrusted with the implementation of this order.

Article 3: Commencement

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

Kigali, on 04/03/2020

Article premier: Ratification

L'Accord de Siège entre le Gouvernement de la République du Rwanda et l'Institut Africain des Sciences Mathématiques-Prochaine Initiative Einstein fait à Kigali, le 12 mars 2016, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

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

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

Article 3: Entrée en vigueur

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

Kigali, le 04/03/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
Dr. NGIRENTE Edouard
Prime Minister

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Vu et scellé du Sceau de la République:

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

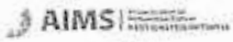
(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

**UMUGEREKA W'ITEKA RYA
PEREZIDA N° 055/01 RYO KU WA
04/03/2020 RYEMEZA BURUNDU
AMASEZERANO Y'ICYICARO HAGATI
YA GUVERINOMA YA REPUBULIKA
Y'U RWANDA N'IKIGO NYAFURIKA
KIGAMIJE ITERAMBERE
RY'UBUMENYI BW'IMIBARE-
IGITEKEREZO *EINSTEIN*
CY'AHAZAZA YAKOREWE I KIGALI,
KU WA 12 WERURWE 2016**

**ANNEX TO PRESIDENTIAL ORDER
N° 055/01 OF 04/03/2020 RATIFYING
THE HOST COUNTRY AGREEMENT
BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF RWANDA AND
AFRICAN INSTITUTE FOR
MATHEMATICAL SCIENCES-NEXT
EINSTEIN INITIATIVE DONE AT
KIGALI, ON 12 MARCH 2016**

**ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
N° 055/01 DU 04/03/2020 PORTANT
RATIFICATION DE L'ACCORD DE
SIÈGE ENTRE LE GOUVERNEMENT DE
LA REPUBLIQUE DU RWANDA ET
L'INSTITUT AFRICAIN DES SCIENCES
MATHÉMATIQUES - PROCHAINE
INITIATIVE *EINSTEIN* FAIT À KIGALI,
LE 12 MARS 2016**



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HOST COUNTRY AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

**AFRICAN INSTITUTE FOR MATHEMATICAL SCIENCES – NEXT EINSTEIN
INITIATIVE**

HOST COUNTRY AGREEMENT

1. PREAMBLE

WHEREAS within the framework of Vision 2020 as confirmed by Rwanda's Second Economic Development and Poverty Reduction Strategy (EDPRSII) and Third National ICT Strategy and Plan (NICI-III), there is a strategic commitment by the Government of Rwanda to become a knowledge-based economy and a leader in Science, Technology, Engineering and Mathematics (STEM) education and research;

WHEREAS the importance of the AIMS-NEI mission is to develop world class Centres of Excellence for Mathematical Sciences in Africa with a focus on the application of mathematics in addressing Africa's key development issues;

WHEREAS the Government of Rwanda is keen to develop academic cooperation in higher education, to create a Centre of Excellence in Mathematical Sciences in the sub-region and to strengthen the integration of Africans;

WHEREAS there is strong support by a local team of dedicated advocates and responsible individuals – local academics and government; and the commitment of the Government of Rwanda to the advancement of Science and Technology;

WHEREAS the University of Rwanda and other local Universities are keen and ready to participate and collaborate with AIMS Centre in Rwanda;

WHEREAS there is a desire of AIMS-NEI to assist the Government of Rwanda in achieving the objectives of its vision, through the establishment of a pan-African AIMS Centre of Excellence through mutual collaboration, to promote excellence in the development of scientific research and sustainable human development that will identify exceptional talents in the areas of Mathematics, indispensable to the creation of wealth needed by Rwanda for its economic and social growth, as well as the development of the African continent;

WHEREAS the Government of Rwanda and AIMS-NEI share the fundamental values of regional integration and pan-Africanism, as well as the desire to increase the quality of STEM teaching and research e.g. the African Union Science, Technology and Innovation for Africa (STISA) 2024;

WHEREAS there is an agreement that normally no more than one-third of students will be from Rwanda, ensuring the Pan-African nature of AIMS;

WHEREAS the Government has agreed to partner with AIMS-NEI in the establishment and supporting of AIMS Rwanda as has been identified, defined and agreed to in the "Partnership Agreement";

NOW THEREFORE, in consideration of the above and the mutual agreements hereinafter contained, the Government of Rwanda and AIMS-NEI, inspired by their common objective to promote and accelerate the progress of research and training in mathematical sciences, and extension thereof;

HEREBY AGREE to the terms of this Host Agreement as follows:

2. DEFINITIONS

In this Agreement, unless the context shall otherwise require, the following expressions shall have the following meanings:

- (a) "Agreement" means the Host Country Agreement entered into by the Government of Rwanda with AIMS-NEI.
- (b) "Applicable Law" means the laws, rules, regulations, and any other instruments having the force of legal provisions in Rwanda, as they may be issued and in force from time to time.
- (c) "Appropriate Authorities" mean such national, local or other authorities of the Government as may be appropriate in accordance with the Laws of Rwanda.
- (d) "AIMS-NEI" means the African Institute for Mathematical Sciences- Next Einstein Initiative, which includes: the AIMS Rwanda Centre of Excellence, AIMS Global Headquarters, Next Einstein Forum (NEF) Global Headquarters and the Quantum Leap Africa Research Center.
- (e) "President & CEO" means the President & CEO of AIMS-NEI, who is the Chief Executive Officer of the Institution resident in Rwanda who represents the official presence of AIMS-NEI within Rwanda.
- (f) "Facilities" includes, unless the context requires otherwise, the buildings as well as land, facilities, offices, laboratories, and other buildings from which AIMS-NEI operates in Rwanda.
- (g) "Government" means the Government of Rwanda.
- (h) "Headquarters" means the facility at which the AIMS-NEI President & CEO's office is located in Rwanda.

- (i) "Premises" means any immovable property acquired or under the lawful possession of AIMS-NEI in Rwanda, including but not limited to land, buildings, laboratories and offices.
- (j) "Staff" means the officials and employees of AIMS-NEI with the exception of those who are retained on casual or piece rate basis. Where appropriate distinction shall be made between Internationally Recruited Staff (IRS) and Nationally Recruited Staff (NRS).

3. AIMS-NEI COMMITMENT AND PURPOSE OF THE AGREEMENT

With the support and collaboration of the Government of Rwanda, the African Institute for Mathematical Sciences – Next Einstein Initiative shall:

- (a) Launch AIMS Rwanda, a pan-African Centre of Excellence in Mathematical Sciences offering:
 - Advanced postgraduate training in the mathematical sciences that prepares students for careers in research and innovation;
 - Alumni and world class African Researchers with cutting-edge research opportunities;
 - Various award winning public engagement initiatives including a gender responsive mathematics teacher training program at the primary and secondary levels that builds a solid pipeline for the transition to tertiary education in STEM in Rwanda for both boys and girls.
- (b) Host the AIMS Global Headquarters in Kigali that will oversee the operations of the entire AIMS network, drive academic and scientific policy and nurture strategic alliances with bilateral, multilateral and regional stakeholders.
- (c) Establish the Global Headquarters of the Next Einstein Forum (NEF) in Kigali, as well as host of the second NEF Global Gathering in 2018.
- (d) Launch Quantum Leap Africa Research Centre in Rwanda, a world-leading centre of research excellence in Africa, within a timeframe of ten years.

4. RIGHTS, PRIVILEGES, AND IMMUNITIES FOR AIMS-NEI

4.1 Legal Status

- (a) The African Institute for Mathematical Sciences – Next Einstein Initiative (AIMS-NEI) Foundation, registered as a Private Company Limited by Guarantee (the Charity) in the United Kingdom with Registration No.726548 with registered address at 2 Stone Building,

Lincoln's Inn, WC2A 3TH, Kingdom is an autonomous, non-profit making international organization the policies of which are formulated and carried out by a Board of Directors in accordance with AIMS-NEI Foundation (UK) incorporation documents and statutes and represented by the African Institute for Mathematical Sciences – Next Einstein Initiative Limited (AIMS-NEI) registered in Rwanda with Registration No. 105323881.

- (b) AIMS-NEI, has juridical International personality and has capacity amongst other things to: contract; acquire and dispose of movable and immovable property, and institute legal proceedings.
- (c) The Government agrees to apply to AIMS-NEI, its Staff, properties and assets, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies adopted by the United Nations General Assembly on 21 November 1947 as well as those set forth in this agreement. In case of inconsistency between the provisions of the Convention and those of this Agreement, the provisions of the Convention shall prevail.
- (d) AIMS-NEI has the right to receive and acquire by donation, contributions of real or personal property from any person, firm or entity including cash or kind, that may be necessary to carry out its purposes and objectives. AIMS-NEI may use, operate and dispose of these properties in any form, including donating them to a third party.

4.2 AIMS-NEI Facilities

- (a) AIMS-NEI has the right to buy, rent or acquire the possession of land, buildings, offices or any other facilities under Applicable Law, in order to carry out its activities. AIMS-NEI has the right to construct, erect, maintain or modify any buildings or other facilities as may be required for the purposes of AIMS-NEI's mission.
- (b) The Government may make available to AIMS-NEI, under terms to be mutually agreed, and for such periods as may be necessary, land, buildings and other facilities as AIMS-NEI may need for its programs.
- (c) AIMS-NEI will be authorized to place its emblem on its premises, property, and equipment.

4.3 Inviolability of Facilities

- (a) AIMS-NEI's Premises shall be inviolable. The property and assets of AIMS-NEI, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
- (b) All records, correspondence, documents and other materials of AIMS-NEI shall be inviolable.
- (c) AIMS-NEI shall have the power to make regulations applicable within its facilities in order to establish therein the necessary conditions for its operation.
- (d) Without prejudice to the provisions of this agreement, AIMS-NEI shall prevent its Premises from becoming a refuge for persons avoiding arrest under Applicable Law or who are required by the Government for extradition, to another country or for persons who are endeavoring to avoid service of legal process.

4.4 Judicial Immunity

- (a) AIMS-NEI, its Premises, property and assets, wherever located and by whosoever held, shall be immune from every form of legal process except in so far as in any particular case AIMS-NEI has expressly waived such immunity.

4.5 Public Services

- (a) The Government shall cause to be furnished to AIMS-NEI necessary public services to the AIMS-NEI Premises on the same basis (including cost) as it does to other comparable international organizations.
- (b) In the event of interruption of these services, the competent authorities shall consider AIMS-NEI's need for these services as equally important as that of comparable international organizations and shall take necessary measures to ensure that AIMS-NEI's operations do not suffer from such an interruption.

4.6 Importation, Exportation, Transportation, and Use of Material and Equipment

- (a) AIMS-NEI may, without restriction, import and export duty free and tax free all such materials, equipment, articles, vehicles, machinery, including all scientific, technological and biological materials, publications, and supplies required for its operations.

4.7 Tax Exemption

- (a) AIMS-NEI, its Premises, assets, and property used for the functioning of the Organization shall be exempt from income tax and other taxes.
- (b) AIMS-NEI shall be exempt from customs duty, value added taxes (VAT), and/or fiscal charges on all materials, equipment, articles, vehicles, machinery, publications and supplies imported or exported by AIMS-NEI for its use; it is understood, however, that articles imported under such exemption will not be sold in the country except under conditions agreed to with the Government.
- (c) AIMS-NEI shall be exempt from all taxation on materials, equipment and taxation on services (including but not limited to professional services and utilities for instance radio, satellite communications, telecommunications, electrical power and others) purchased locally for its official use.
- (d) AIMS-NEI shall be exempted from payment of stamp duty and other documentary taxes on any transaction to which AIMS-NEI is a party.
- (e) At least twice a year AIMS-NEI has the right to claim the return of Value Added Tax paid from the government with the presentation of the respective documentation and proof of payment.
- (f) Charges for public services rendered to AIMS-NEI will not be exempted.
- (g) Internationally Recruited Staff or Expatriate (Expat) Staff (without Rwanda Citizenship) that AIMS-NEI requires to station in Rwanda are exempt from all taxes as per below "Clause 5.3: Exemption to Foreign Staff".

4.8 Holding and Transfer of Funds

- (a) Without being restricted by financial controls, regulations, or moratoria, except those applied by relevant competent authority to be according the relevant banking regulations, AIMS-NEI may reserve and hold funds or currency of any kind and operate bank and similar accounts in any currency.
- (b) AIMS-NEI may freely transfer its funds or currencies from one country to another or within Rwanda and convert any currencies held by it into any other currency and undertake any other foreign exchange operation in furtherance of its objectives.

5. AIMS-NEI STAFF, STUDENTS AND PERSONNEL

5.1 Movement of Personnel and Students

- (a) The Government shall facilitate the movement in and out of Rwanda to all members of AIMS-NEI Global Headquarters, AIMS Rwanda, NEF Global Headquarters and the Quantum Leap Research Center including but not limited to AIMS-NEI officials, AIMS network staff, lecturers, scientists, researchers, tutors, students, visiting scientists and visiting lecturers and invitees or any other persons discharging official duties for AIMS-NEI, as well as their spouses and dependents, and shall provide all necessary facilities to assist in their expeditious clearance for the entry into and exit from Rwanda.
- (b) The Government shall facilitate the issuance of official visas or permits, as applicable, for AIMS-NEI's Internationally Recruited Staff resident inside Rwanda. The Government shall waive any fees that may be required for such visas or permits to be granted.
- (c) The Government shall issue multiple entry visas to allow entrance into Rwanda for AIMS-NEI's Internationally Recruited Staff members or expats or any other staff based in any AIMS offices globally who are resident outside Rwanda, if the proper execution of their duties requires regular visits to Rwanda. Such visas will be issued on request of AIMS-NEI's Management, through a Note Verbal, providing the names and particulars of the individuals concerned.
- (d) The Government shall facilitate the issuance of official visas or permits, as applicable, for AIMS-NEI's Internationally Recruited Students and Tutors resident outside Rwanda. The Government shall waive any fees that may be required for such visas or permits to be granted.
- (e) AIMS-NEI may host staff and official visitors from other AIMS-NEI and affiliated institutes on a short term basis, and the Government shall extend to them and their families the same facilities as those extended to AIMS-NEI's Staff and visitors. AIMS-NEI shall communicate to the Government the names and capacities of these persons and dependents.

5.2 Policies and Employment Conditions

- (a) AIMS-NEI shall have the authority to establish employment policies and terms and conditions of employment for AIMS-NEI's Internationally Recruited Staff or expats.

- (b) AIMS-NEI shall have the authority to establish overseas pension and medical programs for all Internationally Recruited Staff, insofar as such programs provide general benefits which are at least equal to the minimum requirements provided for in Applicable Law. The contributions made by AIMS-NEI to pension and medical programmes on behalf of nationally recruited staff members will be made locally.
- (c) AIMS-NEI shall have the authority to establish employment policies and terms and conditions of Nationally Recruited Staff.
- (d) AIMS-NEI shall at all times observe and follow the Rwanda laws, notably the labor laws

5.3 Exemption to Foreign Staff

The Government shall grant the following privileges to AIMS-NEI's Internationally Recruited Staff who are not Rwandan Citizens or permanent residents:

- (a) Exemption from payment of all taxes on salaries, emoluments, and indemnities paid to them by AIMS-NEI in relation to their employment;
- (b) Exemption from payment of income taxes on their salaries, benefits and other allowances paid to them by AIMS-NEI;
- (c) Exemption from payment of customs duty and sales taxes on personal or household effects including a vehicle for personal use imported by such personnel for their private use within 180 days of their arrival in the country;
- (d) Authorize them to import, free of customs duty, sales tax, value added tax and other taxes as they come up, one vehicle for personal use every 3 years in the conditions accorded to other international organizations. Authorize the sale of such vehicles in Rwanda, after completion of at least 3 years of service, in the conditions accorded to other international organizations.
- (e) Permit them to replace, free of customs duty, sales tax and values added tax, a motor vehicle imported by them or for them for personal use in Rwanda in cases of: (i) irretrievable loss in theft or accident; or (ii) beyond repair, malfunctioning, or if a period of three years elapsed after the importation of the vehicle;



- (f) Permit them to operate personal foreign accounts with banks established in Rwanda and exempt them from exchange control; and
- (g) Exemption from export duties and other fiscal taxes for their personal effects when departing at the end of their assignment from Rwanda.

5.4 Privileges and Immunities for Foreign Staff

The Government shall grant to AIMS-NEI's Internationally Recruited Staff and their spouses and dependents (who are not Rwandan citizens or permanent residents), privileges and immunities not less favorable than those granted to the staff of comparable rank of other international organizations in Rwanda. Without limitation to the foregoing, the Government undertakes;

- (a) to grant such persons immunity from legal process in respect to words spoken or written and acts performed by them in their official capacity and in relation to their scientific and technical work;
- (b) to permit such persons freedom of travel, movement and communication necessary for the carrying out of AIMS-NEI's objectives;
- (c) to extend to them and their dependents such repatriation facilities in times of international crisis as are extended by the Government to staff of other international organizations and/or specialized agencies of the UN;
- (d) to permit them and their dependent to bring into Rwanda foreign currency for personal use and to withdraw and repatriate such amounts from Rwanda, as applicable to other international organizations;
- (e) to permit the employment of their spouses in Rwanda; as applicable to other international organizations;
- (f) to grant them and their dependents exemption from national service obligations, alien registration, immigration restrictions and to provide them and their dependents with re-entry permits, at no charge, and subsequent renewals thereof;
- (g) to facilitate the clearance through customs of their new and used personal and household effects and to issue them and their dependents with identity cards and where necessary to facilitate the performance of their duties;
- (h) The government shall guarantee diplomatic status, in accordance to the Vienna Conventions on Diplomatic Relations signed in 1961, for AIMS-NEI's President & CEO and



designated internationally recruited staff (who are not Rwandan nationals or permanent residents). The list of internationally recruited staff shall be communicated to MINAFFET.

- (i) Internationally recruited staff who are Rwandan nationals or permanent residents will only enjoy facilities allowing them to duly fulfill their official functions.
- (j) The Government shall grant non-resident/non-citizen consultants and other professional engaged by AIMS-NEI the privileges and immunities set forth in paragraphs (a) ,(b) ,(c), (d) ,(e) ,(f) , and (h) above.

6. INTELLECTUAL PROPERTY RIGHTS

It is understood by both parties to the Agreement that:

- (a) AIMS-NEI has the freedom to own and/or manage all tangible or intangible intellectual assets and associated intellectual property rights it produces, imports or acquires during the conduct of its operations in Rwanda.
- (b) Subject to any third party rights, AIMS-NEI will manage all intellectual assets in ways that maximize their global accessibility and/or ensure that they lead to the broadest impact on target beneficiaries in furtherance of its vision and mission.
- (c) Benefits such as improved technology, accruing or arising from this cooperative effort, may be used by either or both parties with the recognition of each party's contribution;
- (d) Research findings will be published promptly and addressed in the public interest;
- (e) The publications may be joint or separate as may be determined by mutual agreement;
- (f) Either party publishing any research findings will give credit to the other party's contribution, but shall at the same time be entirely responsible for the conclusions and interpretations reported;
- (g) Research results arising out of individual projects will be disseminated by either or both parties.



7. RESIGNMENT TO IMMUNITIES

The immunities and privileges accorded under this Agreement are granted in the interests of AIMS-NEI and not for the personal benefit of the persons involved. The President & CEO of AIMS-NEI or his/her appointed representative shall have the duty to waive the immunity of any such persons in cases where, in his/her opinion, such immunity would impede the course of justice and can be waived without prejudice to the interest of AIMS-NEI.

8. ABUSE OF PRIVILEGES

AIMS-NEI, its President & CEO and/or his/her appointed representative resident in Rwanda shall co-operate at all times with the Government to facilitate the proper administration of justice, the observance of the laws of Rwanda, and avoid abuse of immunities and privileges accorded to AIMS-NEI under this Agreement.

9. GOODS DESTINY

Upon the termination of this Agreement, AIMS-NEI will liquidate its operations in Rwanda. AIMS-NEI will have the right to freely dispose of any net property or assets remaining after such liquidation.

10. MODIFICATIONS

Either party may propose the amendment of this Agreement to the other. Such amendments shall be in writing and shall be effected through exchange of notes or by formal amendment of the agreement, as is deemed appropriate by both parties.

11. DURATION AND RESOLUTION

This Agreement shall take effect upon signature and shall remain in force unless it is terminated at any time by mutual agreement or by either party serving one year's written notice to the other of its intention to so terminate the Agreement.

12. FAIRNESS

In entering into this agreement, the parties agree and hereby declare their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either party, that none of the parties shall make undue gains at the other's expense and that all provisions herein contained shall be applied in good faith.

13. CONTROVERSY SOLUTION

- (a) Any dispute between AIMS-NEI and the Government of Rwanda concerning the interpretation or the application of this Agreement, including any amendments thereto, shall if it is not settled through negotiation or any other amicable method agreed upon, be referred at the request of either party to arbitration.
- (b) The arbitration tribunal shall consist of three arbitrators: one to be appointed by AIMS-NEI, one by the Government and the third arbitrator, who shall be chosen by the first two arbitrators. If the tribunal is not constituted within six months from the date of the request made for the submission of the dispute to arbitration, the appointment of the arbitrators is not yet designated shall be made by the President of the International Court of Justice at the request of either party.
- (c) This agreement shall be interpreted in the light of its primary purpose to enable AIMS-NEI to discharge its responsibilities and to fulfill its obligations fully and efficiently.



Done at Kigali, on theday of, the year two thousand sixteen in two originals, all in the English language, all of them being equally authentic.

IN WITNESS THEREOF, AIMS-NEI and the Government of Rwanda the undersigned have appended their signatures.


For and on behalf of

For and on behalf of AIMS-NEI

The Government of Republic of Rwanda


Hon. Louise MUSHIKIWABO
Minister of Foreign Affairs and
Cooperation
The Government of the Republic of Rwanda

Date signed: 12.03.2016


Thierry Zomahoun
President & CEO
AIMS-NEI

Date signed: 08.03.2016

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 055/01 ryo ku wa 04/03/2020 ryemeza burundu Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo Nyafurika kigamije iterambere ry'Ubumenyi bw'Imibare-Igitekerezo *Einstein* cy'Ahazaza yakorewe i Kigali, ku wa 12 Werurwe 2016

Kigali, ku wa 04/03/2020

(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 Nkuruya Leta

Seen to be annexed to Presidential Order n° 055/01 of 04/03/2020 ratifying the Host Country Agreement between the Government of the Republic of Rwanda and African Institute for Mathematical Sciences-Next Einstein Initiative done at Kigali, on 12 March 2016

Kigali, on 04/03/2020

(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 à l'Arrêté Présidentiel n° 055/01 du 04/03/2020 portant ratification de l'Accord de siège entre le Gouvernement de la République du Rwanda et l'Institut Africain des Sciences Mathématiques-Prochaine Initiative *Einstein* fait à Kigali, le 12 mars 2016

Kigali, le 04/03/2020

(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° 056/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO Y'ICYICARO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA FONDASIYO *MASTERCARD* YASHYIRIWEHO UMUKONO I KIGALI, KU WA 17/07/2017

PRESIDENTIAL ORDER N° 056/01 OF 04/03/2020 RATIFYING THE HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE *MASTERCARD* FOUNDATION SIGNED AT KIGALI, ON 17/07/2017

ARRÊTÉ PRÉSIDENTIEL N° 056/01 DU 04/03/2020 PORTANT RATIFICATION DE L'ACCORD DE SIÈGE ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA FONDATION *MASTERCARD* SIGNÉ À KIGALI, LE 17/07/2017

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

Ingingo ya mbere: Kwemeza burundu

Article One: Ratification

Article premier: Ratification

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Article 2: Authorities responsible for the implementation of this Order

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

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 056/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO Y'ICYICARO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA FONDASIYO *MASTERCARD* YASHYIRIWEHO UMUKONO I KIGALI, KU WA 17/07/2017

PRESIDENTIAL ORDER N° 056/01 OF 04/03/2020 RATIFYING THE HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE *MASTERCARD* FOUNDATION SIGNED AT KIGALI, ON 17/07/2017

ARRÊTÉ PRÉSIDENTIEL N° 056/01 DU 04/03/2020 PORTANT RATIFICATION DE L'ACCORD DE SIÈGE ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA FONDATION *MASTERCARD* SIGNÉ À KIGALI, LE 17/07/2017

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

Tumaze kubona Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda na Fondasiyo *MasterCard* yashyiriweho umukono i Kigali, ku wa 17/07/2017;

Considering the Host Country Agreement between the Government of the Republic of Rwanda and the MasterCard Foundation signed at Kigali, on 17/07/2017;

Considérant l'Accord de siège entre le Gouvernement de la République du Rwanda et la Fondation *MasterCard* signé à Kigali, le 17/07/2017;

Bisabwe na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane;

On proposal by the Minister of Foreign Affairs and International Cooperation;

Sur proposition du Ministre des Affaires Étrangères et de la Coopération Internationale;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet;

Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND ORDER:

AVONS ARRÊTÉ ET ARRÊTONS:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda na Fondasiyo *MasterCard* yashyiriweho umukono i Kigali, ku wa 17/07/2017, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

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

Kigali, ku wa 04/03/2020

Article One: Ratification

The Host Country Agreement between the Government of the Republic of Rwanda and the MasterCard Foundation signed at Kigali, on 17/07/2017, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister and the Minister of Foreign Affairs and International Cooperation are entrusted with the implementation of this Order.

Article 3: Commencement

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

Kigali, on 04/03/2020

Article premier: Ratification

L'Accord de siège entre le Gouvernement de la République du Rwanda et la Fondation *MasterCard* signé à Kigali, le 17/07/2017, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

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

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

Article 3: Entrée en vigueur

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

Kigali, le 04/03/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
Dr. NGIRENTE Edouard
Prime Minister

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

| | | |
|---|--|---|
| UMUGEREKA W'ITEKA RYA PEREZIDA N° 056/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO Y'ICYICARO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA FONDASIYO MASTERCARD YASHYIRIWEHO UMUKONO I KIGALI, KU WA 17/07/2017 | ANNEX TO PRESIDENTIAL ORDER N° 056/01 OF 04/03/2020 RATIFYING THE HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE MASTERCARD FOUNDATION SIGNED AT KIGALI, ON 17/07/2017 | ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 056/01 DU 04/03/2020 RATIFIANT L'ACCORD DE SIÈGE ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LA FONDATION MASTERCARD SIGNÉ A KIGALI, LE 17/07/2017 |
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HOST COUNTRY AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE MASTERCARD FOUNDATION

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PREAMBLE

Between:

The **Government of Rwanda (GOR)** as represented by the **Ministry of Foreign Affairs and Cooperation**

and

The **Mastercard Foundation (Foundation)**, a Canadian not-for-profit corporation incorporated under the laws of Canada and a Canadian registered charity registered with the Canadian Revenue Agency with charitable registration number 817387277RR0001, with registered address at 250 Yonge Street, Suite 2400, Toronto, Ontario, Canada M5B 2L7;

WHEREAS within the framework of the GoR's Vision 2020 and the emerging Vision 2050, there is a strong commitment by the GoR to transform Rwanda from a primarily agrarian economy to a vibrant service-and-knowledge-based economy;

AND WHEREAS the Foundation, having been established to advance youth learning and financial inclusion to catalyze prosperity in developing countries with a focus on Africa, is developing two initiative programs ("Foundation Initiatives") in Rwanda to pursue its charitable purposes: the Rwanda Employment and Enterprise Development Initiative (REEDI) and the Secondary Education Teachers Initiative (SETI);

AND WHEREAS the Foundation intends to create a branch office in Rwanda in order to implement the Foundation Initiatives;

AND WHEREAS these Foundation Initiatives are consistent with aspects of the GoR's Vision 2020 and the emerging Vision 2050;

AND WHEREAS the GoR is willing and able to facilitate the Foundation's establishment of its branch office in Rwanda and the operation of REEDI and SETI in Rwanda;

NOW, THEREFORE, in consideration of the mutual considerations herein contained, the parties hereby agree as follows:

ARTICLE 1
Definitions

In this Agreement, unless the context shall otherwise require, the following expressions shall have the following meanings:

- a) "Government" means the Government of the Republic of Rwanda;
- b) "The Foundation" means the Mastercard Foundation;
- c) "Appropriate Authorities of Rwanda" means such national, local or other authorities of the Government of Rwanda as may be appropriate in accordance with the Laws of the Republic of Rwanda;
- d) "Laws of the Republic of Rwanda" includes legislative acts, rules, regulations and decrees issued under the authority of the Government;
- e) "Facilities" includes, unless the context requires otherwise, the buildings as well as land, facilities, offices and laboratories from which the Foundation operates in the Republic of Rwanda;
- f) "Headquarters" is the designated international legal address of the Foundation in Toronto, Canada;
- g) "Branch Office" is the registered legal address of the Foundation's Branch Office in Rwanda;
- h) "Staff" means the officials and employees of the Foundation who work at the Branch Office in Rwanda with the exception of those who are retained on casual or piece-rate basis. Where appropriate, distinction shall be made between internationally recruited staff (who permanently reside outside Rwanda and are sent by the Foundation to work at the Branch Office in Rwanda and thereby maintain temporary residence in Rwanda) and nationally recruited staff (who maintain permanent residency in Rwanda);
- i) "Foundation Country Representative" means the Foundation staff designated by the Foundation from time to time to be in charge of the Foundation's initiatives in Rwanda;

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j) "Board" means the Board of Directors of the Foundation.

ARTICLE II

Legal status and treatment

1. The Foundation is an autonomous, non-profit-making charitable organization the policies of which are formulated and carried out by the Board of Directors appointed in accordance with the Foundation's Charter.
2. The Foundation has a juridical international personality and has capacity to, amongst other things, (a) contract, (b) acquire and dispose movable and immovable property, and (c) institute legal proceedings.
3. The Government agrees to apply to the Foundation, its properties and assets, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies adopted by the United Nations General Assembly on 21 November 1947, as well as those set forth in this Agreement. In case of inconsistency between the provisions of the Convention and those of this Agreement, the provisions of this Agreement shall prevail.

Article III. The Foundation's Facilities

1. The Foundation has the right to buy, rent or acquire the possession of land, buildings, offices or any other facilities under applicable law, in order to carry out its activities. The Foundation has the right to construct, erect, maintain or modify any buildings or other facilities as may be required for the purposes of his mission.
2. The Government may make available to the Foundation, under terms to be mutually agreed, and for such periods as may be necessary, land, buildings and other facilities as the Foundation may need for its programs.
3. The Foundation will be authorized to place its emblem on its premises, property, and equipment.

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ARTICLE IV

Undertakings of the Government of Rwanda with regard to the Branch Office

1. The Foundation, its assets, income and other property shall be exempt from all taxes that would otherwise apply to its branch in the Republic of Rwanda, as in accordance with applicable Rwandan laws.
2. Charges for public services rendered to the Foundation will not be exempted.
3. The Foundation shall be exempt from customs duty, value added tax (VAT) and any other taxes or fiscal charges on all materials, equipment, articles, vehicles, machinery, publications and supplies imported or exported by the Foundation for its official use, provided the said goods are purchased, imported or exported prior to clearance through customs only in accordance with applicable Rwandan laws. Such goods, imported free of duties and taxes, shall not be transferred or disposed of within Rwanda unless appropriate duties and taxes are paid or the said goods sold or transferred to similarly privileged persons or organizations or re-exported.
4. The Foundation will be exempt from taxation on materials, equipment and services (including, but not limited to professional services and public utilities, e.g. telecommunications, electrical power) contracted or purchased locally for its official use.
5. The Foundation will be exempt from payment of stamp duty and other documentary taxes on any transaction to which the Foundation is a party, *only* in accordance with applicable Rwandan laws.

ARTICLE V

Undertakings of the Rwanda Government with regard to the Foundation's Staff

1. The Government shall grant the Foundation's internationally recruited Staff and their dependents, privileges and immunities not less favorable than those granted to the staff of comparable rank of other international organizations in Rwanda. Without limitation to the foregoing, the Government undertakes:



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- a) to grant exemption from income tax or social security contributions on income or emoluments received by them from the Foundation in accordance with applicable Rwandan laws;
- b) to exempt them and their dependents from the payment of customs duty, sales tax and value added tax (VAT) on their new or used personal and household effects imported by them within the first twelve months of their first arrival in Rwanda or such other period as may be approved by the Government on each particular case in accordance with applicable Rwandan laws. Provided that such personal and household effects imported free of duties and taxes shall not be transferred or sold within Rwanda unless appropriate duties and taxes are paid or the effects are transferred or sold to similarly privileged persons or organizations or are re-exported;
- c) to grant them exemption from work permits, not to restrict the employment of their dependents; to grant them and their dependents exemption from national service obligations, alien registration, and immigration restrictions; and to provide them and their dependents with re-entry permits at no charge and subsequent renewals thereof;
- d) to extend to them and their dependents such repatriation facilities in times of international crisis as are extended by the Government to staff of other international organizations and / or specialized agencies of the United Nations;
- e) to permit them and their dependents to bring into Rwanda reasonable amount of foreign currency for personal use and to withdraw and repatriate such amount from Rwanda under external account facilities in accordance with the prevailing foreign exchange regulations of Rwanda as applicable to other international organizations;
- f) to permit them the freedom of travel, movement and communication necessary for the carrying out of the Foundation 's objectives;
- g) to facilitate the clearance through customs of their and their dependents' new or used personal and household effects and to issue them and their

dependents each with an identity card and, whenever necessary, to facilitate the performance of their duties under this Agreement;

- h) to grant them the right to import free of customs duty and VAT one motor vehicle per family, and to grant them the right to replace, free of customs duty and VAT, the motor vehicles imported by them for personal use in case of (a) irretrievable loss in theft or accident, or (b) irreparable malfunctioning, or (c) if a period of three years has elapsed after the importation of the vehicle; but this will be only in accordance with applicable Rwandan laws.
- i) to grant them and their dependents immunity from legal process in respect of words spoken or written and acts performed by them in their official capacity.

ARTICLE VI

Employment Conditions and Social Security

1. The Foundation shall have the authority to establish employment policies and terms and conditions of employment for the Foundation's Staff; such policies shall provide that the Foundation shall not discriminate on the basis of nationality, gender or origin or any consideration other than qualification, merit and experience. Such policies shall, however, not contravene the existing employment laws of Rwanda.
2. The Foundation shall have the authority to establish overseas pension and medical programmes for all Staff except Rwandan nationals and permanent residents, in so far as such programmes provide general benefits that are at least equal to the minimum legal requirements of Rwanda. The contributions made by the Foundation to pension and medical programmes on behalf of nationally recruited Staff members will be made locally.

ARTICLE VII

Entry, Travel and Stay

1. The Government shall facilitate the movement in and out of Rwanda of all the Foundation's directors, officials, staff, trainees, scholars, visitors and

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invitees or any other persons discharging official duties for the Foundation, as well as their dependents, and shall provide all necessary facilities to assist in their expeditious clearance for their entry into and exit from Rwanda.

2. The Government shall issue multiple entry visas to allow entrance into Rwanda and international staff members who are resident outside Rwanda provided that the proper execution of their duties requires regular visits to the Republic of Rwanda. Such visas will be issued on request of the Foundation's management, through a note verbal, providing the names and particulars of the individuals concerned.
3. The Foundation may host staff and official visitors from other Foundations on a short-term basis, and the Government shall extend to them the same facilities as those extended to the Foundation staff and visitors. The Foundation shall communicate to the Government the names and capacities of these persons and their dependents; such information will not be required where persons are attending short-term duties normally not exceeding three months.

ARTICLE VIII

Importation, Exportation, Transportation and Use of Materials and Equipment

1. The Foundation may, without restriction, import and export all such materials, equipment, articles, vehicles, machinery, including all scientific and biological materials, publications and supplies required for its operations
2. Without prejudice to the provisions of paragraph 1 above, the Foundation may:
 - a) Carry out experimental work in designated or reserved zones of the national territory; provided that the Foundation is authorized by Rwandan competent authorities and complies with applicable law as well as international norms in performing such activities.

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- b) Import, export, transport and use radioactive material or biological or biochemical substance that it may need to carry out its activities, whether for its own purposes or in the framework of regional and international programmes of co-operation; provided that the Foundation is authorized by Rwandan competent authorities and complies with applicable law as well as international norms in performing such activities.

In carrying out the activities referred to in paragraph 2(b) above, the Foundation shall:

- a) comply with the laws and regulations of the Republic of Rwanda governing the protection of nature and the environment and those pertaining to national security;
- b) comply with the laws and regulations in force concerning quarantine and inspection with respect to biological and genetic material, in order to prevent the introduction or export of diseases and pests in or out of the country; and
- c) generally take all reasonable precautions, including those set out in the International Safety Standards and Specifications, to ensure the safety of the substances and materials.

ARTICLE IX

The Foundation's facilities in Rwanda

1. The Government of Rwanda will facilitate and permit the Foundation to acquire a premise where it will occupy to carry out its activities.
2. **Inviolability of the Facilities:**
 - a) No official of the Government, whether administrative, judicial, military or police, shall enter the Foundation to carry out any official duties except with the consent of and under conditions agreed to by the Foundation through the Foundation Country Representative.
 - b) All records, correspondence, documents and other materials of the Foundation shall be inviolable.

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- c) The Foundation shall have the power to make regulations applicable within its facilities in order to establish therein all necessary conditions for its operation. However, those regulations must not contradict pertinent laws of Rwanda.
- d) Without prejudice to the provisions of this Agreement, the Foundation shall prevent its facilities from becoming a refuge for persons avoiding arrest under the laws of Rwanda or who are required by the Government for extradition to another country or for persons who are endeavoring to avoid service of the legal process.

ARTICLE X

Immunity from Legal Process

1. The Foundation, its property, assets and other facilities, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process in conformity with key principles of International Law, except insofar as, in any particular instance, it has waived its immunity in writing.
2. Any dispute or legal claim brought against the Foundation in Rwanda, other than by the Rwanda Government, shall be referred to the Ministry of Foreign Affairs and Co-operation.

ARTICLE XI

Public Services

1. The Government shall cause to be furnished to the Foundation necessary public services to the Foundation facilities on the same basis (including cost) as it does for other international organizations.
2. In the event of interruption or threat of interruption of these services, the competent authorities of such public services shall consider the Foundation's need for these services as equally important as that of comparable international organizations and shall take the necessary measures to ensure that the Foundation's operations do not suffer from such an interruption.

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ARTICLE XII

Communications and Publications

1. All official communications addressed to the Foundation or to the Foundation's staff and Staff and all official communications from the Foundation, by whatever means or in whatever form, shall be exempt from all censorship and from any other form of interception or violation of confidentiality.
2. The Foundation shall be authorized to install or use radio, internet and telecommunication facilities, with the agreement of the competent authorities of Rwanda and under the conditions prescribed by them for other international organizations or similar status.
3. The Foundation shall have the right to use codes and encryption, as well as to send and receive its correspondence and other official communications by sealed pouches, which shall enjoy the same privileges and immunities as diplomatic pouches.
4. The Foundation shall be free to publish such documents and reports in the territory of Rwanda or outside as it shall find appropriate in the exercise of its official and scientific functions, in compliance with the laws and regulations of Rwanda and international agreements on intellectual property to which Rwanda is party.

ARTICLE XIII

Financial Provisions

1. Without being restricted by financial controls, regulations or moratoria, the Foundation may reserve and hold funds or currency of any kind and operate bank and similar accounts in any currency.
2. The Foundation may freely transfer its funds or currencies from one country to another or within Rwanda and convert any currency held by it into any other currency, and undertake any other foreign exchange operation in furtherance of its objectives.

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ARTICLE XIV

Waiver of Immunities

The immunities and privileges accorded under this Agreement are granted in the interests of the Foundation and not for the personal benefit of the persons involved. The Foundation Country Representative or his/her designate shall have the duty to waive the immunity of such persons in cases where, in his/her opinion, such immunity would impede the course of justice and can be waived without prejudice to the interests of the Foundation.

ARTICLE XV

Abuse of Privileges

The Foundation, its Foundation Country Representative and designated representatives resident in Rwanda shall co-operate at all times with the Government to facilitate the proper administration of justice and the observance of the laws of Rwanda to avoid the abuse of immunities and privileges accorded to the Foundation under this Agreement.

ARTICLE XVI

Severability

If any term or partial term of the agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of the agreement or any other term or partial term of the agreement.

ARTICLE XVII

Amendments

Either party may propose the amendment of this Agreement to the other party. Amendments shall be in writing and may be expressed by exchange of letters or by formal amendment of the Agreement, as is deemed appropriate by both parties.



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ARTICLE XVIII

Settlement of Disputes

Any dispute pertaining to the interpretation or the implementation of this Agreement shall be amicably settled through negotiations between the two parties. If the parties fail to resolve the dispute by the method of amicable settlement, the dispute shall be submitted to mediation in accordance with Kigali International Arbitration Center mediation rules in force in a period of thirty (30) days from the date the request for mediation was submitted.

ARTICLE XIX

Language of the agreement

This Agreement is drawn up in English, which language shall govern all documents, notices, communications and meetings for its performance or in any other way thereto.

ARTICLE XX

Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the specified address.

ARTICLE XXI

Change of address

Any party may, by notice to the other party, change its chosen address to another physical address and such change shall take effect on the eighth day after the date of receipt by the other party.

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ARTICLE XXII
Counterparts

This Agreement shall be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement.

ARTICLE XXIII
Entry into Force and Termination

1. This Agreement shall take effect upon signature and shall remain in force unless it is terminated at any time by mutual agreement or by either party serving six (6) months' written notice to the other of its intention to so terminate the Agreement.
2. In the event that this Agreement is terminated or the Foundation is dissolved, the disposition of the rights, obligations and physical assets accrued up to the time shall be determined by the Foundation Board of Directors.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, have signed this Agreement at Kigali, on.....

For the Government of Rwanda



Hon. Louise MUSHIKIWABO
Minister of Foreign Affairs and
Cooperation

For the MASTERCARD
FOUNDATION



REETA ROY
President & CEO



PEGGY WOO
Chief Financial Officer

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 056/01 ryo ku wa 04/03/2020 ryemeza burundu Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda na Fondasiyo *MasterCard* yashyiriweho umukono i Kigali, ku wa 17/07/2017

Kigali, ku wa 04/03/2020

(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 Presidential Order n° 056/01 of 04/03/2020 ratifying the Host Country Agreement between the Government of the Republic of Rwanda and the MasterCard signed at Kigali, on 17/07/2017

Kigali, on 04/03/2020

(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 à l'arrêté Présidentiel n° 056/01 du 04/03/2020 ratifiant l'Accord de Siège entre le Gouvernement de la République du Rwanda et la Fondation *MasterCard* signé à Kigali, le 17/07/2017

Kigali, le 04/03/2020

(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° 057/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO Y'ICYICARO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA N'IHURIRO RY'ABAGORE B'INARARIBONYE MURI POLITIKI YASHYIRIWEHO UMUKONO I KIGALI, KU WA 31 UKUBOZA 2017

PRESIDENTIAL ORDER N° 057/01 OF 04/03/2020 RATIFYING THE HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND WOMEN POLITICAL LEADERS GLOBAL FORUM SIGNED AT KIGALI, ON 31 DECEMBER 2017

ARRÊTÉ PRÉSIDENTIEL N° 057/01 DU 04/03/2020 PORTANT RATIFICATION DE L'ACCORD DE SIÈGE ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE FORUM MONDIAL DES FEMMES RESPONSABLES POLITIQUES SIGNÉ À KIGALI, LE 31 DÉCEMBRE 2017

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIÈRES

Ingingo ya mbere: Kwemeza burundu

Article One: Ratification

Article Premier: Ratification

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Article 2: Authorities Responsible for the implementation of this Order

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

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 057/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO Y'ICYICARO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA N'IHURIRO RY'ABAGORE B'INARARIBONYE MURI POLITIKI YASHYIRIWEHO UMUKONO I KIGALI, KU WA 31 UKUBOZA 2017

PRESIDENTIAL ORDER N° 057/01 OF 04/03/2020 RATIFYING THE HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND WOMEN POLITICAL LEADERS GLOBAL FORUM SIGNED AT KIGALI, ON 31 DECEMBER 2017

ARRÊTÉ PRÉSIDENTIEL N° 057/01 DU 04/03/2020 PORTANT RATIFICATION DE L'ACCORD DE SIÈGE ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE FORUM MONDIAL DES FEMMES RESPONSABLES POLITIQUES SIGNÉ À KIGALI, LE 31 DÉCEMBRE 2017

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

Tumaze kubona Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ihuriro ry'Abagore b'Inararibonye muri Politiki yashyiriweho umukono i Kigali, ku wa 31 Ukuboza 2017;

Considering the Host Country Agreement between the Government of the Republic of Rwanda and Women Political Leaders Global Forum signed at Kigali, on 31 December 2017;

Considérant l'Accord de siège entre le Gouvernement de la République du Rwanda et le Forum Mondial des Femmes Responsables Politiques signé à Kigali, le 31 décembre 2017;

Bisabwe na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane;

On Proposal by the Minister of Foreign Affairs and International Cooperation;

Sur proposition du Ministre des Affaires Etrangères et de la Coopération Internationale;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet;

Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND ORDER:

AVONS ARRÊTÉ ET ARRÊTONS:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda Rwanda n'Ihuriro ry'Abagore b'Inararibonye muri Politiki yashyiriweho umukono i Kigali, ku wa 31 Ukuboza 2017, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

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

Kigali, ku wa 04/03/2020

Article One: Ratification

The Host Country Agreement between the Government of the Republic of Rwanda and Women Political Leaders Global Forum signed at Kigali, on 31 December 2017, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister and the Minister of Foreign Affairs and International Cooperation are entrusted with the implementation of this Order.

Article 3: Commencement

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

Kigali, on 04/03/2020

Article premier: Ratification

L'Accord de siège entre le Gouvernement de la République du Rwanda et le Forum Mondial des Femmes Responsables Politiques signé à Kigali, le 31 décembre 2017, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

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

Le Premier Ministre et le Ministre des Affaires Etrangères et de la Coopération International, sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

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

Kigali, le 04/03/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
Dr. NGIRENTE Edouard
Prime Minister

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

UMUGEREKA W'ITEKA RYA PEREZIDA N° 057/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO Y'ICYICARO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA N'IHURIRO RY'ABAGORE B'INARARIBONYE MURI POLITIKI YASHYIRIWEHO UMUKONO I KIGALI, KU WA 31 UKUBOZA 2017

ANNEX TO PRESIDENTIAL ORDER N° 057/01 OF 04/03/2020 RATIFYING THE HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND WOMEN POLITICAL LEADERS GLOBAL FORUM SIGNED AT KIGALI, ON 31 DECEMBER 2017

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 057/01 DU 04/03/2020 PORTANT RATIFICATION DE L'ACCORD DE SIÈGE ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE FORUM MONDIAL DES FEMMES RESPONSABLES POLITIQUES SIGNÉ À KIGALI, LE 31 DÉCEMBRE 2017

HOST COUNTRY AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

WOMEN POLITICAL LEADERS GLOBAL FORUM



PREAMBLE

Between:

The **Government of Rwanda (GoR)** represented by **Hon. Louise MUSHIKIWABO, Minister of Foreign Affairs and Cooperation;**

and

Women Political Leaders Global Forum (WPL), represented by **Silvana Koch-Mehrin, Founder of Women Political Leaders Global Forum;**

WHEREAS WPL, is a global network of female politicians whose mission is to increase both the number and the influence of women in political leadership positions;

AND WHEREAS Rwanda is an exemplary illustration of how a country can surmount tragedy and the Rwandan society has since experienced an extraordinary process of state building, prioritizing female empowerment;

WHEREAS WPL has a special focus on work in Africa and wishes to open an Office in Africa;

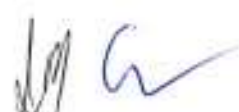
AND WHEREAS Rwanda, as the world champion of women political representation, is the perfect place for a WPL Africa Office;

NOW, THEREFORE, in consideration of the mutual considerations herein contained, the parties hereby agree as follows:

ARTICLE I

Definitions

In this Agreement, unless the context shall otherwise require, the following expressions shall have the following meanings:



- a) "Government" means the Government of the Republic of Rwanda
 - b) "WPL" means Women Political Leaders Global Forum
 - c) "Appropriate Authorities of Rwanda" means such national, local or other authorities of the Government Rwanda as may be appropriate in accordance with the Laws of the Republic of Rwanda;
 - d) "Laws of the Republic of Rwanda" includes legislative acts, rules, regulations and decrees issued under the authority of the Government;
 - e) "Facilities" includes, unless the context requires otherwise, the buildings as well as land, facilities, offices and laboratories from which Women Political Leaders Global Forum operates in the Republic of Rwanda;
 - f) "Headquarters" is the designated international legal address of Women Political Leaders Global Forum in Kigali, Rwanda;
 - g) "Staff" means the officials and employees of WPL with the exception of those who are retained on casual or piece-rate basis. Where appropriate, distinction shall be made between internationally recruited staff and nationally recruited staff;
 - h) "Director General" means the Director General of Women Political Leaders Global Forum, who is the Chief Executive Officer of WPL;
- "Board" means the Board of Directors of Women Political Leaders Global Forum.

ARTICLE II

Legal status and treatment

1. Women Political Leaders Global Forum is an autonomous, non-profit-making international organization the policies of which are formulated and carried out by the Board of Directors appointed in accordance with WPL's Charter.



2. Women Political Leaders Global Forum has a juridical international personality and has capacity to, amongst other things, (a) contract, (b) acquire and dispose movable and immovable property, and (c) institute legal proceedings.
3. The Government agrees to apply to WPL, its properties and assets, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies adopted by the United Nations General Assembly on 21 November 1947 as well as those set forth in this Agreement. In case of inconsistency between the provisions of the Convention and those of this agreement, the provisions of this Agreement shall prevail.

Article III. WPL's Facilities

1. Women Political Leaders Global Forum has the right to buy, rent or acquire the possession of land, buildings, offices or any other facilities under Applicable Law, in order to carry out its activities. WPL has the right to construct, erect, maintain or modify any buildings or other facilities as may be required for the purposes of his mission.
2. The Government may make available to Women Political Leaders Global Forum , under terms to be mutually agreed, and for such periods as may be necessary, land, buildings and other facilities as WPL may need for its programs.
3. Women Political Leaders Global Forum will be authorized to place its emblem on its premises, property, and equipment.

ARTICLE IV

Undertakings of the Government of Rwanda with regard to WPL

1. Women Political Leaders Global Forum, its assets, income and other property shall be exempt from all direct taxes.
2. Charges for public services rendered to WPL will not be exempted.
3. Women Political Leaders Global Forum shall be exempt from customs duty, value added tax (VAT) and any other taxes or fiscal charges on all



materials, equipment, articles, vehicles, machinery, publications and supplies imported or exported by WPL for its official use, provided the said goods are purchased, imported or exported prior to clearance through customs. Such goods, imported free of duties and taxes, shall not be transferred or disposed off within Rwanda unless appropriate duties and taxes are paid or the said goods sold or transferred to similarly privileged persons or organizations or re-exported.

4. Women Political Leaders Global Forum will be exempt from taxation on materials, equipment and services (including, but not limited to professional services and public utilities, e.g. telecommunications, electrical power) contracted or purchased locally for its official use.
5. Women Political Leaders Global Forum will be exempt from payment of stamp duty and other documentary taxes on any transaction to which WPL is a party.

ARTICLE V

Undertakings of the Rwanda Government with regard to WPL's Scientific and Administrative Staff

1. The Government shall grant WPL's scientific and administrative staff and their dependents, privileges and immunities not less favorable than those granted to the staff of comparable rank of other international organizations in Rwanda. The Government undertakes:
 - a) to grant exemption from income tax or social security contributions on income or emoluments received by them from WPL;
 - b) to exempt them from the payment of customs duty, sales tax and value added tax (VAT) on their new or used personal and household effects and motor vehicles imported by them within the first twelve months of their first arrival in Rwanda or such other period as may be approved by the Government on each particular case provided that such personal and household effects imported free of duties and taxes shall not be transferred or sold within Rwanda unless appropriate duties and taxes are paid or the effects are transferred or sold to similarly privileged persons or organizations or are re-exported;



- c) to grant them exemption from work permits and to grant them and their dependents exemption from national service obligations, alien registration, and immigration restrictions and to provide them and their dependents with re-entry permits at no charge and subsequent renewals thereof;
- d) to extend to them and their dependents such repatriation facilities in times of international crisis as are extended by the Government to staff of other international organizations and / or specialized agencies of the UN;
- e) to permit them or their dependents to bring into Rwanda reasonable amount of foreign currency for personal use and to withdraw and repatriate such amount from Rwanda under external account facilities in accordance with the prevailing foreign exchange regulations of Rwanda as applicable to other international organizations;
- f) to permit them the freedom of travel, movement and communication necessary for the carrying out of WPL 's objectives;
- g) to facilitate the clearance through customs of their new or used personal and household effects and to issue them with identity card and, whenever necessary, to facilitate the performance of their duties under this Agreement;
- h) to grant them the right to import free of customs duty and VAT one motor vehicle per family to grant them the right to replace, free of customs duty and VAT, the motor vehicles imported by them for personal use in case of (a) irretrievable loss in theft or accident, or (b) irreparable malfunctioning, or (c) if a period of three years has elapsed after the importation of the vehicle;
- i) To grant such persons (WPL's scientific and administrative staff) immunity from legal process and respect of words spoken or written and acts performed by them in their official capacity.

ARTICLE VI

Employment Conditions and Social Security



1. Women Political Leaders Global Forum shall have the authority to establish employment policies and terms and conditions of employment for WPL's staff; such policies shall provide that Women Political Leaders Global Forum shall not discriminate on the basis of nationality, gender or origin or any consideration other than qualification, merit and experience. Such policies shall, however, not contravene the existing employment laws of Rwanda.
2. WOMEN POLITICAL LEADERS GLOBAL FORUM shall have the authority to establish overseas pension and medical programmes for all staff except Rwandan nationals and permanent residents, in so far as such programmes provide general benefits that are at least equal to the minimum legal requirements of Rwanda. The contributions made by WPL to pension and medical programmes on behalf of nationally recruited staff members will be made locally.

ARTICLE VII

Entry, Travel and Stay

1. The Government shall facilitate the movement in and out of all WOMEN POLITICAL LEADERS GLOBAL FORUM' officials, staff, trainees, scholars, visitors and invitees or any other persons discharging official duties for WPL , as well as their dependents, and shall provide all necessary facilities to assist in their expeditious clearance for their entry into and exit from Rwanda.
2. The Government shall issue multiple entry visas to allow entrance into Rwanda and international staff members who are resident outside Rwanda provided they are appointed for a period of one year or more and provided further that the proper execution of their duties requires regular visits to the Republic of Rwanda. Such visas will be issued on request of WOMEN POLITICAL LEADERS GLOBAL FORUM's management, through a note verbal, providing the names and particulars of the individuals concerned.
3. WOMEN POLITICAL LEADERS GLOBAL FORUM may host staff and official visitors from other Foundations on short-term, and the Government shall extend to them the same facilities as those extended to WPL's staff and visitors. WOMEN POLITICAL LEADERS GLOBAL FORUM shall



communicate to the Government the names and capacities of these persons and their dependents; such information will not be required where persons are attending short-term duties normally not exceeding three months.

ARTICLE VIII

Importation, Exportation, Transportation and Use of Materials and Equipment

1. WOMEN POLITICAL LEADERS GLOBAL FORUM may, without restriction, import and export all such materials, equipment, articles, vehicles, machinery, including all scientific and biological materials, publications and supplies required for its operations.
2. Without prejudice to the provisions of paragraph 1 above, WOMEN POLITICAL LEADERS GLOBAL FORUM may:
 - a) Carry out experimental work in designated or reserved zones of the national territory; provided that WOMEN POLITICAL LEADERS GLOBAL FORUM is authorized by Rwandan competent authorities and complies with Applicable Law as well as international norms in performing such activities.
 - b) import, export, transport and use radioactive material or biological or biochemical substance that it may need to carry out its activities, whether for its own purposes or in the framework of regional and international programmes of co-operation; provided that WOMEN POLITICAL LEADERS GLOBAL FORUM is authorized by Rwandan competent authorities and complies with Applicable Law as well as international norms in performing such activities.

In carrying out the activities referred to in paragraph 2(b) above, WOMEN POLITICAL LEADERS GLOBAL FORUM shall:

- a) comply with the laws and regulations of the Republic of Rwanda governing the protection of nature and the environment and those pertaining to national security;



- b) comply with the laws and regulations in force concerning quarantine and inspection with respect to biological and genetic material, in order to prevent the introduction or export of diseases and pests in or out of the country; and
- c) Generally take all reasonable precautions, including those set out in the International Safety Standards and Specifications, to ensure the safety of the substances and materials.

ARTICLE IX

WOMEN POLITICAL LEADERS GLOBAL FORUM's facilities in Rwanda

1. The Government of Rwanda will facilitate and permit WOMEN POLITICAL LEADERS GLOBAL FORUM to acquire a premise where it will occupy to carry out its activities.
2. **Inviolability of the Facilities:**
 - a) No official of the Government, whether administrative, judicial, military or police, shall enter WOMEN POLITICAL LEADERS GLOBAL FORUM to carry out any official duties except with the consent of and under conditions agreed to by WOMEN POLITICAL LEADERS GLOBAL FORUM through the Director General.
 - b) All records, correspondence, documents and other materials of WOMEN POLITICAL LEADERS GLOBAL FORUM shall be inviolable.
 - c) WOMEN POLITICAL LEADERS GLOBAL FORUM shall have the power to make regulations applicable within its facilities in order to establish therein all necessary conditions for its operation. However, those regulations must not contradict pertinent laws of Rwanda.
 - d) Without prejudice to the provisions of this Agreement, WOMEN POLITICAL LEADERS GLOBAL FORUM shall prevent its facilities from becoming a refuge for persons avoiding arrest under the laws of Rwanda or who are required by the Government for extradition to another country or for persons who are endeavoring to avoid service of the legal process.



ARTICLE X

Immunity from Legal Process

1. WOMEN POLITICAL LEADERS GLOBAL FORUM, its property, assets and other facilities, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as, in any particular instance, it has waived its immunity.

Any dispute or legal claim brought against WPL in Rwanda, other than by the Rwanda Government, shall be referred to the Ministry of Foreign Affairs and Co-operation.

ARTICLE XI

Public Services

1. The Government shall cause to be furnished to WOMEN POLITICAL LEADERS GLOBAL FORUM necessary public services to WPL facilities on the same basis (including cost) as it does for other international organizations.
2. In the event of interruption or threat of interruption of these services, the competent authorities shall consider WOMEN POLITICAL LEADERS GLOBAL FORUM's need for these services as equally important as that of comparable international organizations and shall take the necessary measures to ensure that WPL's operations do not suffer from such an interruption.

ARTICLE XII

Communications and Publications

1. All official communications addressed to WOMEN POLITICAL LEADERS GLOBAL FORUM or to WPL's staff and all official communications from WOMEN POLITICAL LEADERS GLOBAL FORUM, by whatever means or in whatever form, shall be exempt from all censorship and from any other form of interception or violation of confidentiality.



2. WOMEN POLITICAL LEADERS GLOBAL FORUM shall be authorized to install or use radio and telecommunication facilities, with the agreement of the competent authorities of Rwanda and under the conditions prescribed by them for other international organizations or similar status.
3. WPL shall have the right to use codes as well as to send and receive its correspondence and other official communications by sealed pouches, which shall enjoy the same privileges and immunities as diplomatic pouches.
4. WOMEN POLITICAL LEADERS GLOBAL FORUM shall be free to publish such documents and reports in the territory of Rwanda or outside as it shall find appropriate in the exercise of its official and scientific functions, in compliance with the laws and regulations of Rwanda and international agreements on intellectual property to which Rwanda is party.

ARTICLE XIII

Financial Provisions

1. Without being restricted by financial controls, regulations or moratoria, WOMEN POLITICAL LEADERS GLOBAL FORUM may reserve and hold funds or currency of any kind and operate bank and similar accounts in any currency.
2. WOMEN POLITICAL LEADERS GLOBAL FORUM may freely transfer its funds or currencies from one country to another or within Rwanda and convert any currency held by it into any other currency, and undertake any other foreign exchange operation in furtherance of its objectives.

ARTICLE XIV

Waiver of Immunities

The immunities and privileges accorded under this Agreement are granted in the interests of WPL and not for the personal benefit of the persons involved. The Director General or his/her representative shall have the duty to waive the immunity of such persons in cases where, in his/her opinion, such



immunity would impede the course of justice and can be waived without prejudice to the interests of WOMEN POLITICAL LEADERS GLOBAL FORUM.

ARTICLE XV

Abuse of Privileges

WOMEN POLITICAL LEADERS GLOBAL FORUM , its Director General and designated representatives resident in Rwanda shall co-operate at all times with the Government to facilitate the proper administration of justice and the observance of the laws of Rwanda to avoid the abuse of immunities and privileges accorded to WOMEN POLITICAL LEADERS GLOBAL FORUM under this Agreement.

ARTICLE XVI

Severability

If any term or partial term of the agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of the agreement or any other term or partial term of the agreement.

ARTICLE XVII

Amendments

Either party may propose the amendment of this Agreement to the other party. Amendments shall be in writing and may be expressed by exchange of letters or by formal amendment of the Agreement, as is deemed appropriate by both parties.

ARTICLE XVIII

Settlement of Disputes

Any dispute pertaining to the interpretation or the implementation of this agreement shall be amicably settled through negotiations between the two parties.



ARTICLE XIX

Language of the agreement

This agreement is drawn up in English, which language shall govern all documents, notices, communications and meetings for its performance or in any other way thereto.

ARTICLE XX

Notices

Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the specified address.

ARTICLE XXI

Change of address

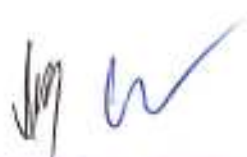
Any party may, by notice to the other party, change its chosen address to another physical address and such change shall take effect on the eighth day after the date of receipt by the other party.

ARTICLE XXII

Counterparts

This agreement shall be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same agreement.

ARTICLE XXIII



Entry into Force and Termination

1. This Agreement shall take effect upon signature and shall remain in force unless it is terminated at any time by mutual agreement or by either party serving six (6) months' written notice to the other of its intention to so terminate the Agreement.
2. In the event that this Agreement is terminated or WOMEN POLITICAL LEADERS GLOBAL FORUM is dissolved, the disposition of the rights, obligations and physical assets accrued up to the time shall be determined by WOMEN POLITICAL LEADERS GLOBAL FORUM Board of trustees.

3.
IN WITNESS WHEREOF, the undersigned Plenipotentiaries, have signed this Agreement at Kigali, on

For the Government of Rwanda



**Hon. Louise MUSHIKIWABO
Minister of Foreign Affairs
And Cooperation**

**For Women Political Leaders
Global Forum**



**Silvana Koch-Mehrin, Founder of
Women Political Leaders
Global Forum ---**

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 057/01 ryo ku wa 04/03/2020 ryemeza burundu Amasezerano y'Icyicaro hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ihuriro ry'Abagore b'Inararibonye muri Politiki (WPL) yashyiriweho umukono i Kigali ku wa 31 Ukuboza 2017

Kigali, ku wa 04/03/2020

(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 Presidential Order n° 057/01 of 04/03/2020 ratifying the Host Country Agreement between the Government of the Republic of Rwanda and Women Political Leaders Global Forum signed at Kigali, on 31 December 2017

Kigali, on 04/03/2020

(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 à l'Arrêté Présidentiel n° 057/01 du 04/03/2020 portant ratification de l'Accord de Siège entre le Gouvernement de la République du Rwanda et le Forum Mondial des Femmes Responsables Politiques signé à Kigali, le 31 décembre 2017

Kigali, le 04/03/2020

(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