91

S.2. Patrimoine Culturel

Sites et monuments historiques

2000

31/01/2000

Fidèle,

Ce dossier concerne, les Sites et monuments historiques, donc ⇒ BUTOTO qui est le chef de division P.C.

Je n'ai aucune connaissance en la matière.

André

REPUBLIQUE RWANDAISE

MINISTERE DE LA JEUNESSE, DES SPORTS, DE LA CULTURE ET DE LA FORMATION PROFESSIONNELLE
DIRECTION DE LA CULTURE ET DES ARTS
B.P. 1044 KIGALI
TEL : 8 35 27
FAX : 8 35 18.

FICHE DE TRANSMISSION :

DESTINATAIRE Mukunzuleyi A.

EXPEDITEUR Fidèle R. / F.X.B.

Tel que demandé	Pour votre approbation
Faire le nécessaire	Pour votre information
Signer et me retourner	Noter et me voir
Préparer une réponse	Noter et classer
Pour suite à donner	Suite à votre demande
Pour votre signature	Confidentiel

Commentaires/Observations/Message

- Exploitation du dossier
- Propositions à la hiérarchie.
T. Urgent-

Date 31/1/2002- Signature [signature]

démarche

1/ Mu muryango gakondo :

2/ Mu bihe tugezemo :

De : BUTOTO Jean / PC
A : RUTAGWENGEKA Fidèle / FCB

Ngiyi dossier OEA yakubuije. Ngo yisome witonze n'urangize kuyicumbura ugitangeko ibitekerezo.

[illegible] 21/07/02.

PS : A remettre aujourd'hui au plus tard à 12h00.

REPUBULIKA Y'U RWANDA
MINISITERI Y'UBUTEGETSI
BW'IGIHUGU N'IMIBEREHO
MYIZA Y'ABATURAGE
TEL/FAX. 83595
E-MAIL : Ministre @ Rwandatel 1. Rwanda 1.Com
B.P. 3445 KIGALI

Kigali, kuwa 26 JAN 2001
N°427/07.01

Très Urgent
DCA
Att: Directeur Mukimbiri

A traiter par ......
Date entrée : 28/01/01
N° Classement : 1088

Bwana Minisitiri w'Urubyiruko, Siporo n'Umuco - **KIGALI**.

Bwana Minisitiri,

Nshingiye ku ibaruwa n° 07.05/0116/01 yo kuwa 23 Mutarama 2001 nandikiwe na Perefe wa Perefegitura y'Umujyi wa Kigali nkaba nyiboherereje ku mugereka;

Nishimiye kubandikira mbasaba kudufasha kuyisesengura nka Minisitiri ufite mu nshingano umuco n'ubugeni kugirango mungire inama nanjye mbone gufata umwanzuro nageza kuri Perefe wa Perefegitura y'Umujyi wa KIGALI.

Mbaye mbashimiye inama muzatugira kandi mu minsi ya vuba.

NYANDWI J. Désiré
Minisitiri w'Ubutegetsi bw'Igihugu n'Imibereho Myiza y'Abaturage.

Bimenyeshejwe:
- Nyakubahwa Perezida wa Repubulika - **KIGALI**
- Nyakubahwa Minisitiri w'Intebe - **KIGALI.**

REPUBLIQUE RWANDAISE

Kigali, le 23/1/2001

Préfecture de la Ville de Kigali
B.P 3527
Réf. N° : 07-05/0116/01

MINALOC SECRETARIAT CENTRAL
Date ... 23 JAN 2001
N° Enregistrement ... 856
A Traiter par ... MIN
Classement ... 07.04

24.01.2001

Nyakubahwa Minisitiri
w'Ubutegetsi bw'Igihugu
n'Imibereho myiza
y'Abaturage.
Kigali.

Impamvu: Igihangano cyiri ku masangano
ya Kimihurura.

Nyakubahwa Minisitiri ,

Hamwe n'iyibaruwa nifuje kubagezaho ibisobanuro ku gihangano cy'iri ku masangano ya Kimihurura.

Mu by'ukuri Nyakubahwa Minisitiri muzi neza ko « Gutunganya ubusitani bw'umujyi no kurinda imbuga zitoshye » ari imwe mu nshingano zahawe Perefegitura y'Umujyi wa Kigali.

Muri urwo rwego, twatekereje ko abikorera ku giti cyabo babigiramo uruhare, noneho tugakorana amasezerano y'uko nabo bajya bamenyekanishiriza ibikorwa byabo aho bemeye gutunganya nk'uko tubyumvikanyeho. Mu gutangira ubwo bufatanye rero twagiranye amasezerano na « Société MTN-RWANDACELL » kugirango batwubakire kiriya gihangano kiri ku masangano ya Kimihurura, noneho nabo bazahamenyekanishirize ibikorwa byabo igihe cy'imyaka itatu. Twariho dutegura uburyo bwo gupiganisha abandi bikorera ku gitu cyabo kugirango badutunganyirize izindi mbuga zigeze kw'icyenda ziri hano mu mujyi wa Kigali.

Icyo nakwiseguraho, n'uko tutigeze tubibagishamo inama, twagendeye gusa kunshingano navuze haruguru ziri mw'itegeko teka rya Nyakubahwa Perezida wa Repubulika ryo ku wa 20 Gicurasi 1997. Ariko na none nta byinshi birakorwa mutugiriye inama hakiri kare, twamenya uko tubyifatamo.

Ngarutse by'umwihariko kuri kiriya gihangano, nometse kuri iyi baruwa ibisobanuro bijyanye n'imiterere yacyo, ndetse n'amasezerano twagiranye na MTN-Rwandacell. Musanze bihwitse, byadufasha tubimenye, musanze nabwo bitanoze , twakwishimira kumenya ibyakosorwa mbere y'uko turangiza gukora neza kiriya gihangano no gutunganya ubusitani.

Ibyo bisobanuro kandi byemejwe n'inzego zikwiye kubyemeza, , byakwandikwa neza mu ndimi eshatu zemewe mu gihugu bigakwirakwizwa mu bafite amatsiko yo kubimenya ndetse n'abanyamakuru kuko hari abatangiye kubyandikaho uko bishakiye .

Mbaye mbashimiye, Nyakubahwa Minisitiri, uburyo muri bwakire ibi bisobanuro n'inama muzatugira.

Mugire amahoro n'akazi keza

Perefe wa Perefegitura
y'Umujyi wa Kigali
KABANDANA Marc

<u>Bimenyeshejwe:</u>

Nyakubahwa Perezida wa Repubulika;
<u>Kigali</u>
Nyakubahwa Minisitiri w'Intebe
<u>Kigali</u>

IBISOBANURO KU GIHANGANO KIRI KU MASANGANO YA KIMIHURURA

URUBUGA RW'IGIHUGU

UMURAGE TUBONA N'IBIRARI BY'INSIGAMIGANI.

Urubuga rw'igihugu ni kimwe mu nzibutso ndangamuco kandi ndanga mateka ku mbaga iyo ari yo yose.

Usanga akenshi imiterere y'Urubuga rw'Igihugu yibutsa umuco, igahuza umurage tubona n'ibirali by'insigamigani. Biva mu nganzo y'ubugeni, n'ubuhuguke mu myubakire.

Ikiranga imbuga zahariwe Ibihugu ni kandi guhuza ibirali by'amateka n'ibihe turimo, kimwe no guhuza abantu b'inzego n'ingeli nyinshi, binyuze mu cyitegererezo

Urubuga rw'igihugu mu masangano ya Kimihurura ruje muri uru rwego rumenya rukamenyera umurage .

INZIRA Y'UMURAGE N'IBIRALI.

Ku rwego rwa mbere rw'igihangano hari umubyeyi n'umwana . Uyu mubyeyi ucukije aributsa u Rwanda rurumbuka, bityo rero u Rwanda rutazima. Ni u Rwanda rutagira umwishi uzarwambara umugoma.

Uyu mubyeyi wambaye inkanda itabuze umweko, ntabuze guhishura rwose, ko afatiye u Rwanda iry'iburyo, ndetse yombi urebye neza, dore ko yombi agihigita, imfura ye itayahumuje. Ni u Rwanda rw'amaliza yonsa imishishe.

Ni kandi na none u Rwanda rudatsirora imiringa, yewe runirabye ingondo z'ibirezi. Uyu mukobwa w'i Rwanda ari mu museke weya inganda ndangamuco.

Akabindi k'amazi ni kabiri ; ni amazi nk'isoko y'ubuzima, n'amazi nk'isuku yabwo.

Amaso arangajwe imbere n'i Gikomero, arareba i Gasabo, h'iRwanda rwa Gasabo h'amateka n'ibirali azi.

UMURAGE W'UMUBYEYI .

Umwana w'uyu mubyeyi, ni uw'u Rwanda rw'amaliza, ruhora rwonsa imishishe, ruzira amahano n'amaherere nyuma y'itsembabwoko n'itsembatsemba

Umubyeyi amufashe ukuboko amwereka imbere, niyo ntego. Umwana ararora i Gasabo na nyina areba. Umurage si uwo gusa hari n'uw'umurimo, dore ko n'icyo gitambambuga kitifashe imbokoboko. No kuri cyo amazi ni isuku n'isoko y'ubuzima. Nta kundi kandi byagenda . Umuntu yaha ate se agaciro ubuzima bwe ari ntacyo akora ? Ni cyo umubyeyi arerana umwana, ati komeza shami nashibutse.

UBUSUGIRE N'UBUTAVOGERWA.

Ku rwego rwa kabiri, hari imitwe itandatu y'intare, ari yo Mwami w'ishyamba ibuza kuvogerwa. Ni intara esheshatu ubusugire bw'igihugu , n'ubutavogerwa burindiwemo. Urwego rwa mbere rw'igihangano niho rushinze ibirindiro. Uhagarariwe n'intare aravoma.

AMEREKEZO

Inzira y'umurage tubona, n'iy'ibirali by'amateka, imurikiwe n'imyezi y'amatara, adutangariza amerekezo. Ni ukurora imbere niyo ntego, tugamije uburumbuke.

N'UBURUMBUKE

Munsi y'imirasire isa n'ukwezi kubanduye, icyatsi ni kibisi, mu Rwanda rw'inka n'imirima, ruzahangira kuri Gakondo mu nganda ndangamuco.

This LEASE is made between:

The Prefecture of the City of Kigali – PVK
P. O. Box 3527
Kigali
(Hereinafter referred to as the "Lessor")

And

MTN Rwandacell S.A.R.L
P. O. Box 264

WHEREAS the Lessor is the proprietor of the premises more specifically described as the Kimihurura Roundabout in Kacyiru Commune along the Boulevard Umuganda hereinafter referred to as ("the property");

WHEREAS the Lessee requires the said property for use in its business promotional activities in the country;

WHEREAS the Lessor has indicated its willingness to lease the said property to the Lessee as has been agreed upon the terms and conditions stipulated herein.

NOW THEREFORE THESE PRESENT WITNESS AS FOLLOWS:

1. The Lessor lets to the lessee who shall rent the property subject to all rights, privileges, restrictions and covenants of whatever nature affecting the property

2. The lease is for a period of three (3) years effective the day of inauguration of the monument to be erected on the property.

3. The Lessee has the option to renew the lease for a further period of three years from the date of termination subject to the new terms and conditions that will be set by the Lessor.

4. The Lessee shall be entitled to, and the Lessor hereby grants the Lessee the right:

   4.1 to erect and install on the property structures, of temporary nature, that may be necessary for the conduct of the lessee's business, as long as the said structures do not obstruct the general view of the monument;

   4.2 to use, install or connect as the case may be such electrical facilities as may be necessary to operate the said structures or equipment, including affixing cables to the monument and electrical poles that form part of the leased property;

   4.3 to take whatever measures that are appropriate for ensuring the safety and security of the lessee's structures, equipment, personnel and clients;

   4.4 To have its identity engraved in the plaque acknowledging the founding members of the monument.

5. The Lessor will allow the lessee to provide at the lessee's expense the electrical outlets and power points necessary for the supply of electrical power to the lessee's equipment. The cost of any installation or any alterations to the electricity system of the leased property or any other costs directly incurred to accommodate the lessee's equipment shall be for the lessee's account. The

electricity and water supply to the leased property shall be separately metered and the charges thereof paid by the lessee directly to the utility company.

6. The Lessee covenants:

6.1 to use the leased property only for purposes related to the conduct of its business unless the lessor's written consent to the use for other purposes is obtained;

6.2 To pay to the Lessor an amount of FRW20,000,000 (Rwandan Francs Twenty Million only) for the purpose of the construction of the monument on the said property. The said sum is to be paid in two installments of FRW15,000,000 upon signing of this contract, and FRW5,000,000 upon hand over of the property to the lessee (not more than three working days from the day of inauguration);

6.3 to keep a well maintained garden around the monument, and state of cleanness of the entire property;

6.4 not to effect, or permit to be effected, any change to the monument or the general landscape, nor to erect any structure of permanent nature, unless such changes have been consented to in writing by the Lessor;

6.5 not to assign, underlet or share possession of the property or any part thereof without the written consent of the lessor provided that such consent shall not be unreasonably withheld;

6.6 to inspect the premises regularly for any defect or disrepair for which the Lessor is responsible and to report to the Lessor in writing any disrepair or defect for which the Lessor is responsible;

6.7 to permit the Lessor and its duly authorized servants or agents to inspect the state of repair of the premises and to execute all repairs, improvements, alterations or any other works that may be necessary;

7. The Lessor covenants:

7.1 to permit the Lessee to hold and enjoy the property without any interruption or disturbance from the Lessor or from any other person claiming under or in trust from the Lessor;

7.2 to maintain and keep the property in good and substantial repair condition

7.3 to paint with paint of suitable quality as often as may be necessary the monument to be erected on the property;

7.4 to keep a functioning fountain of clear water at the monument, and to always keep functional all the electrical and lighting systems of the monument and the street lights on said the property;

7.5 to effect any necessary repairs or replacements within 72 hours of receipt of written advice of the repairs from the lessee, failure of which gives the lessee the option to carry out the necessary repairs or replacements at the cost of the Lessor; while reimbursement of the said costs will be effected within fifteen (15) working days from the date of receipt of written advice of such costs from the lessee;

7.6 to keep a permanent security system of the property for the entire lease period;

7.7 to hold an insurance policy on the property covering all risks during the lease period;

7.8 to solely apply the sum of FRW20.000.000 receivable from the lessee towards the construction of the monument and its accessories;

7.9 to have the construction of the monument completed and ready for inauguration within seventy (70) calendar days from the date of receipt of the first 75% installment amount, or else reimburse the lessee the FRW15.000.000 plus interest at the inter bank lending rate from the date the claim for reimbursement is made to the date the claim is settled;

7.10 to permit the lessee to carry out its promotional activities during the period of construction referred to in clause 7.9 above, as long as such activities do not hinder the progress of construction;

7.11 upon signing of this contract the Lessor is to forward to the lessee the invoice and the contract documents including, but not restricted to, the bill of quantities relating to the price of the construction of the said monument, upon receipt of which the lessee will make the 75% first installment amount;

7.12 by the date of inauguration of the monument (and thereafter), the Lessor is to withhold permission to erect, and to cause the removal of, all other billboards of any nature from the areas where such billboards would obstruct the general view of the property from the three approaches to the roundabout;

8. Dispute Settlement:

Disputes of any nature are to be notified in writing by the aggrieved party to the other party and a date set within three working days to have the dispute resolved amicably. Should the aggrieved party fail to be satisfied the matter is to be referred to the courts of law in Rwanda.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives this day..16th.......of.....MARCH.........2000 .

For, and on behalf of, The Prefecture of the City of Kigali – PVK the "Lessor"

Signature:..

Name: **Gasinzigwa Paul**

Designation: **Director of Public Works - PVK**

Signature:..

Name: **Kabandana Marc**

Designation: **Prefect of The City of Kigali - PVK**

For, and on behalf of, MTN Rwandacell S.A.R.L. the "Lessee"

Signature:..

Name: **Patrick B Uwizeye**

Designation: **Chief Financial Officer**

MTN RWANDACELL
MTN- RWANDACELL S.A.R.L

Signature:..

Name: **Raymond Laforce**

Designation: **Chief Executive Officer**