



STUDY LOAN/BURSARY CONTRACT FOR RWANDAN STUDYING IN LOCAL/FOREIGN HIGHER LEARNING INSTITUTIONS

Instructions:

You are required to read carefully and fully understand and agree with all parts of this contract before signing it.

Contract number [...../.....]

Signed on/...../..... [DD/MM/YYYY]

[HEC ID No...../Application No].....

BETWEEN

The Government of Rwanda represented by Higher Education Council (HEC), the Institution mandated by the Government of Rwanda to select beneficiaries who receive financial support through the loan scheme¹ in higher education in Rwanda as provided by the organic Law N° 20/2017 of 28/04/2017 establishing HEC and determining its mission, organization and functioning especially in its Article 5(6° &7°) and the law No 44/15 of 14/09/2015 governing student loans and bursaries.

AND

Mr./Mrs./Miss. First name: Middle name [if any]:
[Current] Family name:
[Previous] Family name or maiden name if different:
Date of birth (DD/MM/YYYY).....
Father's first name..... Father's family name.....
Mother's first name..... Mother's family name.....
National ID number: Issued at [District]:
Contact address: BP: Contact Tel: E-mail:

As per notice Ref n° 00/REB/2018 issued by the Rwanda Education Board on behalf of the Ministry of Education, all Rwandan students studying abroad or intending to study abroad on Government of Rwanda funding, cooperation scholarship or private sponsorship signing this contract will be subject to undergo a drug screening test from a recognized laboratory in Rwanda.

¹ This function was transferred from Rwanda Education Board in January 2018. Once Students are selected, Rwanda Development Bank (BRD) will be responsible for administering disbursement and recovery of the loans under the student loan/bursary scheme.



Please tick what is relevant in the options below:

- a) The student has been selected by the GoR² to benefit from a repayable loan (this concerns students directly sponsored by the GoR, and those accessing sponsorship by reason of cooperation granted to the GoR). Repayment shall follow conditions stipulated in relevant Laws, Regulations, Policies, and Higher Education Council decisions.
- b) The student has been selected to benefit from the Presidential scholarship scheme (repayment conditions of this scheme shall follow relevant Laws, Regulations, and Policies).
- c) The student shall fully sponsor himself/herself.

The Loanee has entered into this agreement with the loaner on the terms and conditions below:

Article 1. Categories of beneficiaries bound by this contract:

This contract binds the Loaner representing the GoR and the Loanee, referred to as loan beneficiary. It shall be filled by both undergraduates and postgraduates before commencing their Higher Education in foreign countries. It binds the following category of students, namely Presidential scholarship students, Government sponsored students, and the students who obtain grants on a Cooperation basis.

The Loan terms shall not be applicable in the option where a student shall fully sponsor himself/herself, the extent and the mode of repayment shall be detailed in the Ministerial Order governing the award of study loans and its mechanisms of recovery. Applicable legal instruments shall govern the award of Presidential scholarships and studies organized on an individual basis.

The Loanee shall fill this contract as applicable and sign it, upon presentation of all relevant dossiers confirming that he has been admitted to a foreign Higher Learning Institution, Curriculum Vitae (CV), employer recommendation (where applicable), bursary confirmation letter duly signed by relevant authorities, and any other dossier that Higher Education Council may require of the Loanee.

Article 2: Nature of the study loan

The GoR will provide a Study Loan to students enrolled in Foreign Higher Learning Institution (HLI) as applicable.

Article 3: Type and duration of studies³

For the purposes of type and duration of studies and the extensions thereof, appropriate laws, regulations, and policies governing the award of study loans shall apply.

Article 4: Initial and real amount of the study loan

For loans granted by GoR, loans disbursement schedules, and loan amounts shall follow the established regulations, policies, and procedures of Government student loans.

Article 5: Disbursement of the study loan by Loaner³

For applicable disbursements to be made to the Loanee, the beneficiary (Loanee) shall open a bank account in the host country. No cash payment will be made. The Loanee shall immediately inform the Rwandan Embassy to which he/she depends on his bank account details.

² Government of the Republic of Rwanda

³ Will be subject to review from time to time and communicated to the beneficiary.



1. The Loaner shall pay the students through the Rwandan Embassies in foreign countries. The Embassies thereafter transfer the funds received for each student to the student's individual account. If there is no Rwandan High Commission, the loaner may channel the funds either through a recognized Rwandan students' Association (such an association shall be subject to validation by Higher Education Council Management) or directly to the Loanee's account opened in the host country (a student in this case shall get a clearance letter from his nearest High Commission of Rwanda).
2. Air tickets: For those under the government loan, the loaner will pay a one-way air-ticket to the Loanee prior to his/her travel. When returning to the country after completion of studies, the beneficiary shall apply for an air-ticket at least 21 days before the expected date of travel and the student is required to have applied for the ticket returned to Rwanda within three (3) months after completion of studies. Applications for tickets shall be addressed to the loaner by writing through e-mail, specifying the date of travel; and by filling in relevant forms and submitting relevant dossiers. Requests by telephone will not be accepted. Requests by e-mail shall only be accepted if there are scanned attached copies of the letter of request and other relevant documentation. No refund will be made to the Loanee in respect of tickets purchased without written authorization from the loaner. The student who pays himself or herself a return ticket, may be refunded after consultation and written approval by the Loaner.
3. The loaner shall also pay a to and from air ticket in case the Loanee's biological parent/son/daughter/wife or husband passes away, for the bereaved to attend of the burial event. This will be after the autopsy test to determine the actual cause of the death after presentation of a death certificate.
4. Excess luggage: Excess luggage for the student when returning after completion of studies will be paid by the Loaner only to the tune applicable basing on the policies and regulations governing students' loans.
5. Travel and medical insurance services and other modalities of forwarding the study loan to the Loanee shall follow relevant laws, regulations and policies governing loan disbursement.

Article 6: Cessation of study loan disbursement

1. Notwithstanding the above, disbursements continue if and only if the students continue successfully their studies. The Loanee shall provide the loaner with a half-yearly progress report as instructed by the loaner or any other timing that the loaner may ask of. The progress report shall comprise proof, delivered by the Loanee's HLI, that the Loanee has successfully finished the courses planned during that session (or attended the courses if the academic year is not organised in distinct sessions). In addition, the Loanee shall attach the end-of-year or end-of year exams results. When certificates are awarded at certain academic stages, the Loanee shall present those diplomas to the loaner. Unless the Laws, Regulations, and Policies of Higher Education Council state otherwise (in which case then, provisions of those Laws, Regulations, and Policies shall take precedence in execution of this contract), All payments will cease immediately in case of:
 - a) Death of the Loanee.
 - b) Drop-out or exclusion from the HLI or from the country of studies.
 - c) Repeating a year: loan disbursement is terminated for the year of repetition, once the student is promoted to the following year, he/she may re-apply to the loaner for continuation of his/her original



contract within 14 days after the results have been published by the HLI. The Loanee submits to the loaner a re-application request comprising of:

- i) A re-application letter addressed to the Higher Education Council Executive Director. The Loanee shall clearly indicate his/her name, National ID number. Loanee ID number, loan contract number and date of application.
- d) A progress report from HLI certifying regular attendance of the Loanee during the previous year and his/her promotion to the next year. The loaner will review the request and notify the Loanee of the decision.
- e) Failure to send the complete accurate half-yearly progress reports.

Article 7: Extension of the study loan

The loaner shall establish other regulations and policies stipulating how application for study loan extension is made and the reasons for extension. Such regulations and policies shall strictly apply to concerned students.

Article 8: Revision of the terms of the contract

The loaner reserves the power to alter the terms of this contract in accordance with the applicable Laws, Regulations, Policies, Decisions by the Minister in charge of Higher Education concerning bursaries and loans to students, Decisions of the Board of Directors of the Higher Education Council decisions and Senior Management of Higher Education Council, on disbursement of study loans. Amounts of loans can be adjusted from time to time by the decision of the loaner. If the Loanee does not agree with the new terms, he/she has the option to refuse the amendment. In case of the Loanee's refusal, the contract will be terminated according to the conditions specified in article 8 of this contract.

Article 9: Termination/suspension by the Loaner

1. The loaner shall have the right to terminate this contract immediately and without notice to the loanee, if:
 - a) Loanee has provided or provides false information to the loaner during his/her application, selection and contract process or during his/her studies or after interruption of his/her studies.

N.B: If the beneficiary is progressing with the studies, the Institution in charge of study loans (loaner) shall withhold the release of the amount yet to be disbursed if any and this may be coupled with subjecting him/her to prosecution.

- b) The Loanee commits any breach of the provisions of this contract and will not remedy it within thirty [30] days of a written notice addressed to him/her by the Loaner.
- c) The Loanee is guilty of any gross willful or negligent misconduct in relation to his/her studies and to the laws of the country of his/her residence. The definition of gross willful or negligent misconduct is left to the discretion of the loaner and the authorities in the host country.



Suspension shall also be due:

- d) If the Loanee repeats a class and the host institution does not certify that the repeating was due to a valid reason that is examined and accepted by the authorities of the institution in charge of study loans.
- e) If the Loanee suspends his/her studies during the cycle for which the study loan was granted.
- f) In the opinion of a suitably qualified medical practitioner, the Loanee has become unable to effectively undertake or continue with the studies specified by this contract due to illness or disability.
- g) The Loanee has not responded to or has refused the contract amendments proposed by the loaner.

In all cases under Article 8.1 (a), b) and c) of this contract, the loaner shall have the right to recall its loan and to require the Loanee to repay the amount disbursed.

Article 10: Termination by the Loanee

Except the provisions of article 8, the Loanee shall have the right to terminate the contract at any time without specific reasons upon giving a minimum of sixty [60] days notice in writing to the Loaner. The notice shall be addressed to the Higher Education Council Executive Director. The Loanee shall be obliged to start repayment of loan amounts previously received as per the laws and regulations governing the loan scheme.

Article 11: Repayment options⁴

The repayment options and the accruing advantages involved in prompt repayment shall be stipulated in applicable laws, regulations and policies regulating the mechanisms of recovery of the awarded study loan.

Article 12: Contract effectiveness

The Contract shall be effective when all the parties to it have fully signed it.

Article 13: Correspondence

All matters of correspondence between the Loanee and the loaner shall be clearly defined by the loaner in relevant laws, regulations, policies, and Higher Education Council decisions, Management Instructions, governing issues of scholarships, bursaries and student loans.

This contract is signed in two [2] copies, one copy for the loaner and another copy for the Loanee. All the two (2) copies of this loan contract must be original. Photocopies scanned or fax copies are not allowed. A passport sized photo should be attached to this contract.

Article 14: Type and duration of studies for which the loan is allocated

This loan contract is valid only for specific studies, the level of study and duration specified below. For additional level(s) of study (a) new loan application is necessary.^s

⁴ Subject to amendment as proposed by the loaner



1	Full name of the HLI
2	Faculty and /or department of the above institution
3	Full name of programme
4	Total duration of the studies as defined by the HLI: years
5	Year in which the Loanee enters the studies [e.g. year 1, year 2] [e.g. year 1, year 2]
6	Total duration of the Loanees' studies in the programme [in years] for which HEC will pay the loan years, From: dd/mm/yy/...../..... To: dd/mm/yy/...../.....
7	Level of study and diploma to be obtained:	<input type="checkbox"/> Bachelor's degree [Licence] <input type="checkbox"/> Master's degree <input type="checkbox"/> PhD
8	Exact title of the degree to be obtained
9	Full name of country of study

Done at Kigali on: _ _ _ / _ _ _ / _ _ _ _ [date]

<p>Loanee:</p> <p>Title: Mr./Mrs./Miss/Dr/Prof</p> <p>First Name:</p> <p>Family Name:</p> <p>Signature:</p>	<p>On Behalf of the Government of the Republic of Rwanda:</p> <p>Higher Education Council Director General Or His/Her Designee</p> <p>Title: Mr./Mrs./Miss/Dr/Prof</p> <p>First Name: Dr. Edward</p> <p>Family Name: KADOZI</p> <p>Signature:</p> <p>Official stamp:</p>
--	---