

## **CONTRACT ON LOANS AND ON CO-SHARED GUARANTEE**

Between

**Caisse d'Entraide de Butare**, a Tontine based in the University of Rwanda - Huye Campus, Ngoma Sector, Huye District, represented by three authorized signatory members of its Board of Directors, hereinafter referred to as CEB, on the one hand,

And

Mr/Mrs/Ms	member of CEB (membership
N°	), employed by (name of the institution and service)
	, reachable via <b>Phone N<sup>o</sup></b>
and Email	, domiciled in the Sector of
District of	, hereinafter referred to as the "borrower", on the other hand;

The following is agreed upon:

 Article 1:
 Mr/Mrs/Ms
 receives a loan of

 Rwandan Francs
 Rwandan Francs

 (Frw
 ) via Cheque/Payment Order N°
 to pay back in

 instalments of
 Rwandan Francs per month with the normal interests amounting to

 Rwandan Francs to be deducted beforehand from the amount of money to be lent.
 Rwandan France

<u>Article 3</u>: The borrower commits himself/herself to pay back the loan in accordance with the provisions of the Statutes and Internal Regulations of CEB.

<u>Article 4</u>: The loan is evenly guaranteed by two persons who are effective members of CEB and who commit themselves to evenly pay back the loan in case the borrower fails to do so.

<u>Article 5</u>: When the borrower loses CEB membership before he/she finishes settling his/her loan or when he/she delays to pay back the loan for three months, he/she agrees and authorizes CEB to automatically get hold of his/her savings kept by CEB.

<u>Article 6</u>: Guarantors jointly agree that CEB will automatically be paid the remainder of the loan from their savings when the defaulting borrower delays to pay back for six months.

Every guarantor consents and agrees to pay automatically any remainder of the loan he/she has guaranteed even if the savings of the borrower and/or those of the co-guarantors have been used to pay back the loans they have guaranteed.



## CAISSE D'ENTRAIDE DE BUTARE **C/o UNIVERSITY OF RWANDA** P.O.Box 117 Butare, Huye District

If a guarantor resigns from CEB before the loan he/she has guaranteed is settled, he/she requests the borrower to replace him/her by another guarantor.

Either of the guarantors confirms having fully understood what he/she commits himself/herself to by filling in the information in the grid below and by appending his/her signature

CEB membership N°	Names in full	I.D. N <sup>o</sup>	District and Sector where the I.D. was issued	Signature

Article 7: The borrower agrees that when his/her work contract is terminated while she still has an outstanding loan from CEB, he/she produces a commitment letter showing how that loan will be cleared.

Article 8: Any conflict or dispute which may result from the implementation or interpretation of this contract will first be settled amicably. If the amicable settlement fails, the matter will be referred to a competent Rwandan court.

Article 9: This contract enters into force on the day of its signature by the contracting parties. It is signed in two original copies and serves as a complete reference document for the obligations of either of the contracting parties.

Done at Huye, on ...... / ...... / 20......

The borrower:	On behalf of CEB:		
Signature:	Signature:		
Names:	Dr Faustin MUTWARASIBO, Chair of the BoD		
I.D N <sup>o</sup> :	Signature:		
District and Sector:	Innocent RANGIRA, BoD member		
	Signature:		
	Stamp of CEB		