

SPECIFIC AGREEMENT

between

THE REPUBLIC OF RWANDA

and

THE KINGDOM OF BELGIUM

on

STUDY AND EXPERTISE FUND (SEF)

The Kingdom of Belgium, on the one hand,

and

The Republic of Rwanda, on the other hand,

Hereinafter referred to as “the Parties”,

Whereas the two States enjoy relations based on friendship and solidarity;

Pursuant to the “General Agreement on Direct Bilateral Cooperation between Rwanda and Belgium”, signed in Kigali on May 18th, 2004;

Pursuant to the Law of 21 December 1998 establishing the Belgian Technical Cooperation, hereinafter referred to as BTC, as a public-law company with social purposes, which according to Article 5 gives sole authority to BTC to carry out public service tasks relating to direct bilateral cooperation with partner countries;

Pursuant to the 2011-2014 Bilateral Indicative Cooperation Program, as annex 8 to the agreed minutes of the Joint Commission on Development Cooperation between the Parties, signed on May 18th, 2011;

In order to carry out successfully the different development cooperation programmes above mentioned;

Hereby agree the following:



Article 1 – Objective of the program

- 1.1. The Parties agree to sign a Specific Agreement on a “Study and Expertise Fund”, hereinafter referred to as "the program".
- 1.2. The objective of the program is: “Institutional and organizational capacity building efforts have been supported in the priority sectors of the Belgian-Rwandan Cooperation (ICP 2011-2014) and in support to the Paris Declaration”.

Article 2: Beneficiary institutions

The program's beneficiary institutions are the Rwandan public institutions at central, provincial and local levels that are linked to the priority sectors and transversal themes identified in the ICP.

However, any Rwandan public institution may benefit from the program as long as the activities for which financing is demanded meet the objective of the program, as defined in Article 1.2.

Article 3: Promotion of the program

A vulgarisation effort on the existence of the program will be made, targeting both national and decentralized (provincial or other levels) public institutions within the program's duration in order to make the program and its objective widely known to public institutions in Rwanda.

Article 4: Program funding

The Belgian contribution amounts to 710.000 Euro.

Article 5: Activities supported by the program

The program may fully or partially finance the following activities:

5.1 Conducting studies:

- Preparation of tender specifications for studies for which the administration does not have the necessary expertise;
- Consultancies and missions of less than 12 months for the preparation and implementation of development programs and projects;
- Strategic analyses in the intervention sectors of the Belgian-Rwandan development cooperation;
- Studies in support to the implementation of the Paris Declaration on Aid Effectiveness;
- Seminars and workshops pertaining to the Belgian-Rwandan cooperation program;
- Consultancy missions to the benefit of the Rwandan administrations with the objective to strengthen their capacities in terms of preparation of development programs and projects.

These studies may be conducted jointly with other donors, following modalities to be decided case by case.

5.2 Support in expertise:

The support in expertise aims at capacity development of beneficiary institutions in the priority sectors of the Belgian Development Cooperation Program in Rwanda to allow them to more effectively and efficiently take on their mandated roles.

The support also aims to strengthen the beneficiary institutions on the one hand in defining and implementing their strategies and policies and on the other hand in their management processes in order to improve:

- The financial management systems;
- The human resources management systems;
- The planning and Monitoring & Evaluation systems;
- The public procurement management systems.

Support may also concern the transversal ministries that are responsible at the national level for the proper functioning of these processes.

The provision of experts will also include the necessary means for their functioning (travel, office equipment, functioning costs).

The period of expertise may not exceed two years. Any extension may only be proposed following a positive evaluation of results obtained.

5.3. Workshops/Seminars

The program funds can also be used for financial support to seminars organised by partner institutions whether for purposes of multi-stakeholder consultation (e.g. planning exercise, policy design), dissemination of results from surveys, studies or evaluations as well as for briefings on specific guidelines or tools related to general strengthening of country systems for staff members of partner institutions within the priority sectors.

5.4. The implementation modalities of a study or an expertise support activity are described in the Program technical and financial file.

Article 6: Ineligible expenses

Study, expertise and workshops/seminars may not be used towards financing, fully or partially, the following activities:

- "Major" works, such as the construction of infrastructure;
- "Major" supplies, such as the purchase of vehicles of any type, with the exception of those made available to the Fund Management Team (FMT) and BTC's long-term (12 months or more) experts;
- Maintenance services of vehicles, with the exception of those made available to BTC's long-term (12 months or more) experts;
- The payment of salaries or benefits of personnel of the beneficiary public institutions, with the exception of Fund Management Team staff.

Article 7: Application of the harmonisation principle

In as far as possible, the principle of harmonisation will be applied and the donors concerned will be involved in the possible identification, planning, performance and evaluation of the studies and expertise financed by the program. The technical and financial file of the program has been adapted so as to encourage the application of that principle.

Article 8: Recommendations made by the activities

The financing of an activity by the program does not in any way commit the Parties to financing any supplementary action recommended by the activity.

Article 9: Responsible Parties

- 9.1. The Rwandan Party designates the Ministry of Finance and Economic Planning (MINECOFIN) as the entity that is responsible for implementing the program.
- 9.2. The Belgian Party designates the Directorate General for Development Cooperation of the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation, hereinafter referred to as "DGD", as the Belgian administrative body that is responsible for its contribution to the program. DGD is represented in the Republic of Rwanda by the Head of Development Cooperation at the Belgian Embassy in Kigali, hereinafter referred to as "the Attaché".

DGD designates the Belgian Development Agency, hereinafter referred to as "BTC", Belgian public law company with social purposes, as the instance that is responsible for the follow-up and technical, administrative and financial control of the implementation of the program. BTC is represented in the Republic of Rwanda by its Resident Representative in Kigali. BTC fulfils this task following an agreement that is concluded between the Belgian State and BTC.

Article 10: Obligations of the Parties

Each Party commits to taking necessary institutional, organisational, administrative and budgetary measures in due time to meet the obligations put down in this Specific Agreement.

Article 11: Responsibilities of the Parties for the strategic steering of the program

11.1. The strategic steering of the intervention falls under the joint responsibilities of the Parties and BTC.

11.2. A Steering Committee is put in place to promote the coherence between activities financed by the program and those financed by other programs and projects of the ICP.

For that purpose, the Steering Committee:

- Ensures that the principles and rules in the Specific Agreement are applied;
- Controls the use of the program and the progress of its activities, based on reports that are provided to it;
- Assesses and evaluates the results achieved by the program;
- Evaluates the operational performance of the Program Management Support Unit after a period of 18 months of effective operation;
- Proposes any adaptations of the Specific Agreement and its manual of operations;
- Approves the program's procedures (namely the manual for the beneficiary institutions) and any modifications thereof;
- Requests provisioning of the program accounts.

How the Steering Committee fulfils the tasks described above is specified in the technical and financial file of the program.

Article 12: Duration, Extension, Suspension, Denunciation, Modifications and Disputes

12.1. The present Specific Agreement shall enter into force on the date of signature by both Parties, and is concluded for a period of 48 months.

12.2. Funds available for activities started before the expiration of this Specific Agreement will be automatically used beyond this date in case the related contracts have not been fully executed at the end of the said duration.

12.3. After the financial closure of the intervention, any unspent funds will be recovered by the Belgian State. To this end, the Rwandan Party commits itself to refund to the BTC the bank balances and ineligible amounts within three months of the Steering Committee's approval of the financial closure.

12.4. Either Party may suspend the implementation of the present Specific Agreement. If one of the Parties deems that the other has failed to respect one of its fundamental obligations under the present Specific Agreement, an obligation arising from the respect of human rights, democratic principles or the rule of law, as well as in cases of corruption, it shall notify the other Party of the relevant information required for a thorough examination of the situation, as well as of its intention to suspend the present Specific Agreement in case of absence of an acceptable solution within three months. The Parties shall consult and determine the appropriate actions to be taken, within three months of the notification.

- 12.5. Either Party may suspend the implementation of the present Specific Agreement in case of force majeure. The Party invoking a case of force majeure shall notify the other Party of the relevant information required for a thorough examination of the situation in order to find an acceptable solution for the Parties. The Parties shall consult and determine the appropriate actions to be taken, within three months of the notification.
- 12.6. This Specific Agreement may be denounced by either Party by 'Note Verbale', subject to a three months' notice. In such case, any unused funds will be recovered by the Belgian State, as described in article 12.3. In any case, the contracts concluded in compliance with the TFF before the denunciation of this Specific Agreement will be honoured as foreseen.
- 12.7. The duration of the present Specific Agreement as defined in article 12.1, its amount as stipulated in article 4, and its Specific Objective as defined in article 1, may only be changed by an Exchange of Letters between the Parties.
- 12.8. Any dispute arising from the implementation or interpretation of the present Specific Agreement shall be settled by negotiation.

Article 13: Responsibilities of the Parties for the operational management of the program

- 13.1. Operational management of the program is under the joint responsibility of MINECOFIN and BTC.
- 13.2. A structure for the operational management of the program, called Fund Management Team (FMT) where BTC and MINECOFIN have each a representative is put in place at the beginning of the program. The set-up of the FMT aims to increase the capacity of MINECOFIN in operational program management, in particular for the programming, follow-up, reporting and evaluation of the program.
- 13.3. The tasks of the FMT and the way in which responsibilities are distributed within the FMT are described in the technical and financial of the program.

Article 14: Technical and Financial File

The program will be implemented in conformity with the technical and financial file of the program (TFF), which is part of the Specific Agreement.

The Steering Committee may adapt the technical and financial file, in function of the evolving context and the progress of the program, as long as it does not change the provisions of the Specific Agreement.

Article 15: Provision of international expertise financed by the Belgian contribution

Expatriate staff who are non-resident of the Republic of Rwanda and who are seconded to the program's beneficiary institutions shall enjoy the same privileges and immunities as those accorded to experts of the United Nations. The Expatriate staffs will recruited by BTC and will be subjected to the preliminary agreement of MINECOFIN

In accordance with the current Rwandan regulations, expatriate staff has the right to import or purchase, free of duties and taxes, furniture and personal effects, electronic equipment and goods (for its personal use or for the use of family living with staff), imported within six (6) months following the expert's first installation.

The expatriate staff member's salary and its emoluments shall be exempted from taxation on the territory of the Republic of Rwanda.

When required, the expatriate staff member shall be obliged to pay social security contributions under Belgian or Rwandan law.

In accordance with applicable regulations, under the development cooperation regime, the Rwandan Party authorises the temporary admission of one personal vehicle per family.

The Rwandan Party delivers to this staff a document issued in lieu of an identity card for foreign nationals and grants him/her with the necessary visa following applicable modalities for experts of the United Nations posted in the Republic of Rwanda.

Article 16: Taxes, levies and import duties

The Belgian contribution will in no case be used to pay any taxes, customs duties, import taxes or any other fiscal charges (including VAT).

If taxes or charges are due for payment in application of Rwandan legislation, they will be covered by the Rwandan Party.

Article 17: Reciprocal information

For good program development each Party transmits all necessary information to the other Party.

Article 18: Reports, control and evaluation

The TFF details the operational, administrative and financial reporting procedures.

Provided the other Party is informed in advance, each Party may, at any time, jointly or separately carry out control over or conduct an evaluation of the program. In that case each Party shall communicate the conclusions of its controls and evaluations to the other Party.

Article 19: After the program

To ensure the durability of the program results, the Rwandan Party shall take the necessary institutional, organisational or budgetary measures.



ARTICLE 20: Addresses

Any notification under this agreement, and more in particular those that involve its modification or its interpretation, shall be addressed through diplomatic channels,

For the Belgian Party:
The Attaché for International Cooperation at the Embassy of Belgium,
P.O. Box 81,
Kigali

For the Rwandan Party:
The Permanent Secretary and Secretary to the Treasury
Ministry of Finance and Economic Planning
P.O. Box 158,
Kigali

Any notification or correspondence regarding the execution of its technical parts will be addressed:

For the Belgian Party:
The BTC Resident Representative
P.O. Box 6089,
Kigali

For the Rwandan Party:
The Permanent Secretary and Secretary to the Treasury
Ministry of Finance and Economic Planning
P.O. Box 158,
Kigali.

Done in Kigali on ²⁰¹⁵ *December 17*, in two copies.

For the Republic of Rwanda


Claver GATETE
Minister of Finance and Economic Planning



For the Kingdom of Belgium


Arnout PAUWELS
Ambassador

