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**SPECIFIC AGREEMENT**

**between**

**the Kingdom of BELGIUM**

**and**

**the Republic of RWANDA**

**regarding**

**the Country Programme Rwanda**

*[Handwritten signature]*

The Kingdom of Belgium, represented by the Minister for Development Cooperation, Mr. Alexander De Croo hereinafter referred to as Belgium on the one hand

And

The Republic of Rwanda, represented by the Minister of Finance and Economic Planning, Dr. Uzziel NDAGIJIMANA referred to as Rwanda on the other hand

Hereafter referred to as "the Parties"

- Acknowledging the relations of friendship and solidarity existing between both Parties;
- Considering the subscription to the General Cooperation Agreement between the Kingdom of Belgium and the Republic of Rwanda signed in New-York on September 25<sup>th</sup> 2018.

#### AGREE AS FOLLOWS:

##### Article 1: Subject of the Agreement

1.1. By the present Specific Agreement, hereinafter referred to as Agreement, a framework is provided for the implementation, the funding and the monitoring of the general and specific objectives that follow.

1.2. The general objectives are:

1.2.1. in the health sector: the delivery of sexual and reproductive health services including family planning services as well as the increase of the access of households to health care.

1.2.2. in the agriculture sector: the increase, in a sustainable manner, of the revenues for farmers' households and other private actors in the agricultural value chains.

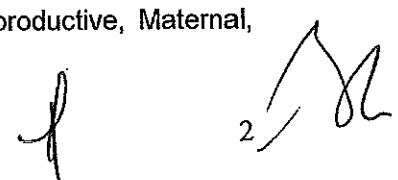
1.2.3. in the urbanization sector: the functioning and further expansion of the urban infrastructure for inclusive and sustainable economic development.

1.2.4. in the public finance management sector: the support to Rwanda's socio-economic transformation through effective and accountable public finance management.

1.3. The specific objectives are:

1.3.1. in the health sector:

1.3.1.1. to ensure that all women, new-borns, children, adolescents and men have universal access to quality integrated RMNCAH (Reproductive, Maternal,



- New-born, Child and Adolescent Health) and/or FP/ASRH (Family Planning & Adolescent Sexual Reproductive Health) services,
- 1.3.1.2. to ensure accessible, evidence-based, improved and innovative health services (with a special attention to sexual and reproductive health services) with increased citizens participation and engagement in development;
  - 1.3.2. in the agriculture sector:
    - 1.3.2.1. to support through the Multi Donor Trust-fund (MDTF) the implementation of the Strategic Plan for Agriculture Transformation 4 (PSTA 4) to promote the commercialization of agricultural value chains,
    - 1.3.2.2. to develop inclusive and sustainable feed, pig and poultry value chains in which all actors run a profitable business,
    - 1.3.2.3. to attract private investment to develop a modern industrialized value chain to produce high quality meat products and eggs to substitute imports as well as to export;
  - 1.3.3. in the urbanization sector:
    - 1.3.3.1. to enhance sustainable and resilient urban development in the districts of Rubavu, Musanze and Rwamagana,
    - 1.3.3.2. to enhance inclusive economic development, especially in the Made in Rwanda (MIR) construction sector with a geographic focus on the districts of Rubavu, Musanze and Rwamagana;
  - 1.3.4. in the public finance management sector:
    - to increase the effectiveness and sustainability of Public Financial Management systems at central and local government level;
  - 1.3.5. studies and consultancies:
    - to strengthen - through studies, consultancies and the mobilization of expertise - the institutional and organizational capacity of public and non-governmental organizations in Rwanda linked to the priority sectors of the bilateral cooperation: health, agriculture, urbanization and the transversal themes: gender, private sector development and accountability.
  - 1.4. The specific objectives are specified in the annex to the present Agreement, which forms an integral part of it.

## **Article 2: Responsible Entities of the Parties**

- 2.1. Rwanda designates the "Ministry of Finance and Economic Planning", hereinafter referred to as "MINECOFIN" as the entity responsible to supervise the objectives referred to in Article 1.
- 2.2. Belgium designates the Directorate-General for Development cooperation and Humanitarian Aid of the Federal Public Service for Foreign Affairs, Foreign Trade and Development Cooperation, hereinafter referred to as "DGD", as the entity responsible to supervise the objectives referred to in Article 1. DGD is represented in Rwanda by the Embassy of Belgium in Kigali.
- 2.3. Belgium entrusts the coordination and implementation of the objectives referred to in Article 1 to "Enabel", the Belgian Development Agency, hereinafter referred to as "Enabel".  
Its Resident Representative in Kigali represents Enabel in the Republic of Rwanda. Enabel performs this task pursuant to an agreement concluded with Belgium.




**Article 3: Budget**

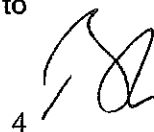
- 3.1. The total budget funded by Belgium is of an amount of 120.000.000 EUR which is distributed as follows: 109.151.000 EUR for the implementation of the objectives referred to in Article 1 and 9.649.000 EUR for international experts of Enabel. A provision of 1.200.000 EUR for additional international experts of Enabel will be decided after the Mid-term review.
- 3.2. In order to ensure the efficiency, the sustainability and the impact, the budget for the achievement of the specific objectives mentioned in the articles 1.3.2.3., 1.3.3.1. and 1.3.3.2. will be made available by Belgium after further studies with a positive outcome.
- 3.3. The allocation of this budget is detailed in the file annexed to the present Agreement.

**Article 4: Implementation**

- 4.1. In each sector, a steering committee will be created at the start of the implementation by the lead sectoral ministry and Enabel. Each Steering Committee will be chaired by a Rwandan public institution and co-chaired by Enabel and will meet normally two times a year. The mandate of the Steering Committees is to follow-up the implementation of the objectives and interventions in the sector, to assure strategic guidance, to validate work plans, financial plans, operations and financial reports. The Steering Committee will analyze potential constraints hampering the implementation and will support solutions to assure optimal implementation.
- 4.2. Enabel will enter into contracts with the actors involved in the implementation of interventions or parts of interventions necessary to achieve the objectives referred to in Article 1. These actors may be public authorities, multilateral or bilateral donors, the private sector and civil society organizations.
- 4.3. The types of contracts entered into by Enabel for the implementation of interventions or parts of interventions will include grant agreements and public procurement, governed by the applicable legislation on the basis of the choices made on implementation modalities and the cooperation agreements with Belgian public actors.
- 4.4. Enabel can also enter into contracts with the relevant ministries to specify the mutual obligations and responsibilities of the Parties, the appropriate activities of communication and information, the consultation bodies responsible for monitoring the interventions, as well as, where appropriate, the contributions or non-financial commitments to be borne by the Parties.
- 4.5. The duration of these contracts cannot exceed the end date of the present Agreement.

**Article 5: Obligations of the Parties**

- 5.1. The Parties agree to take all institutional, administrative and budgetary measures required to guarantee the achievement of the objectives referred to

  
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in Article 1 of this Agreement and to transmit to the other Party all information necessary to fulfill the obligations under this Agreement.

- 5.2. The Parties recognize the importance of good governance of public affairs and the fight against corruption. They commit to more transparency and accountability. No offer, payment, gift or profit of any kind that may be considered an illegal or corrupt act, can be promised, committed, sought, or accepted, directly or indirectly as an incentive or compensation related to activities in the field of this Agreement, including any procedure relating to the launching of the award or implementation of procurement contracts. The Parties shall inform each other of any incident or suspicion of a corruption incident related to the use of budgets.

In the event of non-compliance with these commitments, the Parties shall consult and determine appropriate actions to be taken, which may include the return of misappropriated funds and the suspension or termination of funding.

#### **Article 6: Joint Consultative Committee**

- 6.1. A Joint Consultative Committee is established. This Committee is constituted of at least one representative from each Party.
- 6.2. Rwanda is represented by the Permanent Secretary of the Ministry of Finance and Economic Planning or by the one he designates.
- 6.3. Belgium is represented by the Director-General of the DGD or by the one he designates.  
A representative of Enabel participates in this consultation.
- 6.4. The mandate of the Joint Consultative Committee is to monitor the objectives set out in Article 1, to evaluate the outcome of the studies mentioned in article 3.2., to decide on possible changes in the general and specific objectives and related indicators and on the shifts in the budget between the different specific objectives with budget impact of more than 15% of the total budget of the present Agreement.
- 6.5. The Joint Consultative Committee meets in Rwanda at least once a year or at the request of one of the Parties.

#### **Article 7: Privileges and immunities of the international experts**

- 7.1. The expatriate staff non-resident of the Republic of Rwanda, put at the disposal of the Project by Enabel, benefits from the same privileges and immunities as those granted to the experts of the United Nations organizations. They notably have the right to import or to buy, free of duty, a motor vehicle, furniture and articles intended for their personal use, and the members of their family living with them, during the first six months of their arrival.
- 7.2. Their salaries and fees shall be exempted from taxation by Rwanda.
- 7.3. When required, they will be subject to the Social Security in respect of the legislation in Belgium or Rwanda.



**Article 8: Tax provisions**

Respecting the conditions of Article 8 of the General Convention between the Kingdom of Belgium and the Republic of Rwanda, signed on September 25, 2018 in New-York, equipment or services imported or purchased locally under Article 1 of this Agreement shall be subject to the duties, taxes and charges imposed by the tax legislation of Rwanda.

**Article 9: Control and evaluation**

Each Party can at any moment control or evaluate the objectives referred to in Article 1, jointly or separately, provided the other Party is informed in advance. Each Party will communicate to the other Party the conclusions of its controls and evaluations.

**Article 10: Duration, Extension, Suspension, Denunciation, Modifications and Disputes**

10.1. The Present Agreement shall enter into force on the 1st of July 2019 and is concluded for a period of 60 months that cannot be extended.

10.2. Either Party may suspend the implementation of the present Agreement. If one of the Parties deems that the other has failed to respect one of its fundamental obligations under the present 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 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. In the absence of an acceptable solution within three months of the notification, each Party has the right to suspend, in whole or in part, the implementation of the present Agreement.

10.3. Either Party may suspend the implementation of the present 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. In the absence of an acceptable solution within three months of the notification referred to in the second subparagraph, the implementation of the present Agreement shall be suspended.

10.4. The present Agreement may be denounced by either Party in writing, subject to a three months' written notice. In such case, any unused funds will be recovered by Belgium.

10.5. The present Agreement may only be amended by an exchange of letters between the Parties, except for the duration as specified in Article 10.1. Budget shifts between the different specific objectives as referred to in the document annexed may be made without an exchange of letters, provided that the cumulative variations in the budget do not exceed 15 per cent of the total

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budget of the present Agreement and that they are communicated by the Belgian Party in advance to Rwanda referred to in Article 2.1.

10.6. The unused funds will be recovered by Belgium at the expiry of this Agreement.

10.7. However, financing for public tenders, undertaken before the expiry of this Agreement, will be used ex-officio beyond this date if the tender contracts concerned have not been fully implemented by the end of this period.

10.8. Any dispute arising from the implementation or interpretation of the present Agreement shall be settled by negotiation.

**Article 11: Addresses:**

The notifications foreseen by the present Agreement will be sent by diplomatic way:

For Belgium:

The Embassy of Belgium in Kigali,  
P.O. Box 81,  
KIGALI.

For Rwanda:

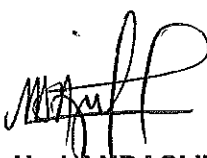
The Permanent Secretary and Secretary to the Treasury  
Ministry of Finance and Economic Planning  
P.O. Box 158,  
KIGALI

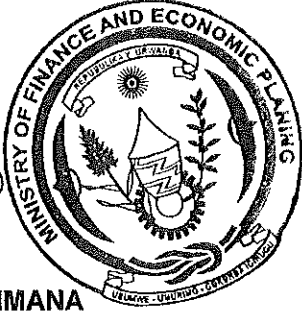
In witness whereof, the Parties have signed this Agreement, in two originals in the English language, both copies being equally authentic, each Party hereby acknowledging receipt of its copy.


Done in duplicate in Kigali on .....30/04/..... 2019.

**For the Republic of Rwanda**

**For the Kingdom of Belgium**

  
**Dr. Uzziel NDAGIJIMANA**  
**Minister of Finance and Economic Planning**



  
**Benoit Ryelandt**  
**Ambassador**

