

Specific Agreement

between

The Kingdom of Belgium

and

The Republic of Rwanda

Related to the cooperation project

"Support to Strategic Approach to Capacity Building
2013-2017"

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The Kingdom of Belgium,
hereinafter referred to as Belgium

and

The Republic of Rwanda,
hereinafter referred to as Rwanda

Hereinafter jointly referred to as "the Parties"

Considering the relations of friendship and solidarity between the two Countries;

Considering the General Agreement signed on the 18th of May 2004

Hereby agree as follows:

Article 1: Object of the Agreement

By the present Specific Agreement, the Parties make a commitment to finance the implementation of the Project "Support to Strategic Approach to Capacity Building 2013-2017", hereinafter referred to as "The Project".

The overall objective of the project is "*The capacities of public institutions and civil servants to deliver effective services are strengthened*".

The specific objective of the project is "*The capacities of PSCBS to effectively coordinate the strategic approach to capacity building, in particular in the sectors of Energy, Health and Decentralization are strengthened*".

Article 2: Responsible Entities of the Parties

2.1.

The Republic of Rwanda designates the "Public Sector Capacity Building Secretariat", hereinafter referred to as "PSCBS" as the entity responsible for the implementation of the Project.

The Ministry of Finance and Economic Planning - MINECOFIN, is the financial controlling entity.

2.2.

Belgium designates the Directorate-General for Development Cooperation, hereinafter referred to as "DGD", of the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation as the entity responsible for the Belgian contribution to the Project.

The Attaché for International Cooperation within the Embassy of Belgium in Kigali represents DGD in Rwanda.

2.3.

Belgium entrusts the implementation of its obligations to the "Belgian Technical Cooperation", a public-law company with social purposes, hereinafter referred to as BTC.

Its Resident Representative in Kigali represents BTC in Rwanda. BTC performs this task pursuant to an agreement concluded with the Belgian State.

Article 3: Contribution of both Parties to the Project

The total budget of the Project is of a maximum amount of 4.400.000 EUR on the date of signing of this Specific Agreement.

Belgium undertakes to contribute a maximum amount of 4.000.000 EUR on the date of signing of the Specific Agreement.

Rwanda undertakes to contribute a maximum amount of 400.000 EUR on the date of signing of the Specific Agreement.

The utilisation of this budget is detailed in the Technical and Financial File, annexed to this Agreement.

Article 4: Technical and Financial File (TFF)

4.1.

The Project will be implemented according to the Technical and Financial File, annexed to this Agreement, hereinafter referred to as TFF.

4.2.

Except for changes of the specific objective of the Project, defined in article 1, of the duration of the Specific Agreement, defined in article 12.1, and of the contributions of the Parties, defined in article 3, which, in accordance with article 12.4 of the Specific Agreement, can only be materialised through an exchange of letters between the Parties, the technical coordinating agency of the Project, defined as PSCBS and BTC can adapt the TFF in function of the evolution of the context and implementation of the Project.

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4.3.

BTC shall inform the Belgian Party about the modifications of the Project related to:

- the ways and means by which the contributions of Belgium and Rwanda will be made available;
- the results and their respective budget;
- the competences, attributions and composition of the Steering Committee;
- the motivational and approval mechanisms for the adaptations made in the Technical and Financial File;
- the result and specific objective indicators;
- the financial modalities regarding the set up of the contributions by the parties.

An indicative adapted financial planning will be joined, whenever such a situation occurs.

Article 5: Obligations of the Parties

Both Parties agree to take timely all institutional, administrative and budgetary measures required for the correct implementation of the commitments described in this Specific Agreement.

Article 6: Steering Committee of the Project

Both Parties agree to entrust the monitoring of the Project to a Steering Committee.

The competences, attributions and composition of the Steering Committee are described in the TFF.

The Steering Committee establishes its operating rules in respect with the other dispositions of the present Agreement. Every meeting is the object of minutes signed by the representative of PSCBS responsible for the implementation of the Project and by the Representative Resident of BTC. A copy of these minutes will be sent to the Attaché for International Cooperation.

The Steering Committee meets at least once a year and the first time at the latest three months after the signature of the present Agreement.

The Steering Committee also holds a meeting at the latest three months before the end of the validity of the present Agreement to examine the proposition of final report of the project drafted according to the standards defined in the TFF and to clarify the modalities for ending the Project, such as foreseen in the article 12.2

Article 7: Means by which the international technical assistance funded by the Belgian contribution is made available

7.1.

The international technical assistance financed by the Belgian contribution will be recruited and engaged by BTC. This staff will be subjected to the preliminary agreement of PSCBS.



7.2.

The expatriate staff non-resident of Rwanda, put at the disposal of the Project by BTC, benefits from the same privileges and immunities as those granted to the technical experts of the United Nations. He notably has the right to import or to buy, franchised of rights and taxes according to the current Rwandan regulations, the furniture and the personal effects, the electronic equipments, and the articles, for his personal usage as well as in aid of the members of his family living with him, imported within six months following the first installation of the expert.

His salary and his fees are tax-exempt on the territory of Rwanda.

When it is required, he is subjected to the Social Security in respect of the Belgian legislation.

The Rwandan Party authorizes the temporary admission, according to the regulations in force under the regulations of the cooperation, of a personal vehicle at the rate of one vehicle for a family.

The Rwandan Party delivers to this staff a card holding place of an identity card for foreigners and grants him with the necessary visas, according to the modalities for the experts of the United Nations in Rwanda.

Article 8: Privileges and immunities

The Belgian contribution will not be used for the payment of any tax, customs duties, import duties and other fiscal and administrative expenses (including the VAT) on stationery and equipments, works and services.

If duties or taxes are due according to the national legislation, they will be covered by the Rwandan Party.

Article 9: Mutual Information

Each of the Parties will transmit to the other Party all information necessary for the smooth implementation of the Project.

Article 10: Reports, Control and evaluation

The TFF determines the procedures for administrative and operational, accounting and financial reporting. Each Party can at any moment control or evaluate the Project, 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 11: Post Project period

In order to assure the sustainability of the results of the Project, Rwanda takes all necessary institutional, administrative and budgetary measures.

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Article 12: Entry into force, Duration, Cancellation, Modifications and Litigations

12.1.

This Specific Agreement shall enter into force on the date of its signing by both Parties for a non extendable period of 72 months. The Project will have a duration of 60 months.

12.2.

The financing reserved for the operations engaged before the expiration of the present Agreement will be used automatically beyond this duration if procurement processes relative to it were not completely executed at the conclusion of the aforementioned duration. Amounts not committed and not paid with the Belgian contribution on the bank account of the Project will be cancelled at the end of the Project.

12.3.

At the financial closure of the Project, amounts not used will be reprogrammed as project aid in the current Indicative Cooperation Program at the time of a Partners Committee and confirmed by exchange of letters.

12.4.

This Specific Agreement may be cancelled by each of the Parties, by verbal note, subject to a three months' notice. In that case, the balance available on the bank account of the Project will be reallocated, at the latest at the date of expiration of this advance notice. Contracts concluded in accordance with the TFF before the cancellation of this Agreement will however be honoured such as planned. The transfer of these balances will be the object of an exchange of letters between the Parties.

12.5.

The arrangements of the present Agreement may be modified by mutual agreement between the Parties through an Exchange of Letters.

12.6.

Any dispute arising from the application and interpretation of this Specific Agreement shall be settled by negotiation.

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Article 13: Addresses

All notifications related to this Specific Agreement, and more specifically modifications and interpretations of this Agreement, shall be communicated through diplomatic channels at the following:

For the Belgian Party:

To the Embassy which has Rwanda in its jurisdiction.
To the attention of the Attaché for International Cooperation,
p.o. Box 81, Kigali.

For the Rwandan Party:

To the Permanent Secretary and Secretary to the Treasury, Ministry of Finance and Economic Planning ,
p.o. Box 158, Kigali.

All notifications or the correspondence relative to the execution of this Agreement shall be addressed at the following:

For the Belgian Party:

To the Resident Representative, BTC,
p.o. Box 6089, Kigali.

For the Rwandan Party:

To the Executive Secretary, PSCBS,
p.o. Box 7367, Kigali.

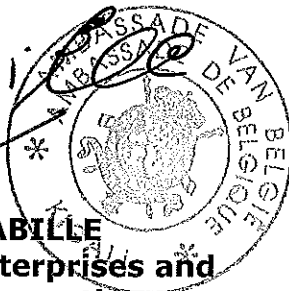
Article 14: Final dispositions

In witness whereof, the undersigned, duly authorized thereto, have signed the present Specific Agreement.

Done in duplicate in Kigali, on 12/06/2013, in the English language, both copies being equally authentic.

For the Kingdom of Belgium,


Jean-Pascal LABILLE
Minister for Public Enterprises and
Development Cooperation



For the Republic of Rwanda,


Amb. Claver GATETE
Minister of Finance and Economic
Planning

