

Specific Agreement

between

The Kingdom of Belgium

and

The Republic of Uganda

on

Study and Expertise Fund (SEF)

UGA21002

SPECIFIC AGREEMENT
**BETWEEN THE KINGDOM OF BELGIUM AND
THE REPUBLIC OF UGANDA**

ON

**Study and Expertise Fund (SEF)
UGA21002**

PREAMBLE

The Kingdom of Belgium, hereinafter referred to as "Belgium",
and the Republic of Uganda, hereinafter referred to as "Uganda",

Hereinafter jointly referred to as "the Parties".

- Considering the General Agreement on Direct Bilateral Cooperation between the Kingdom of Belgium and the Republic of Uganda signed in Kampala on the 1st of February, 2005;
- Referring to the agreed minutes of the Joint Commission signed in Kampala on 5th April, 2012;
- Referring to the minutes of the Partner Committee meeting of 20th October 2020, whereby a proposal for the bridging programme was presented and agreed upon;
- Referring to the minutes of the SEF Steering Committee meeting of 14th June, 2021, whereby the Technical and Financial File was presented and approved.

Hereby agree as follows:

**ARTICLE 1
Object of the Agreement**

- 1.1. This agreement concerns the cooperation between the parties with regards to the project "**Study and Expertise Fund (SEF)**", hereinafter referred to as the "Project".
- 1.2. The general objective of the Project is 'Improved service delivery of Ugandan Institutes and organizations'.
- 1.3. The specific objective of the Project is 'Enhanced institutional capacity of the government of Uganda in evidence-based policy decision making in the priority sectors of the Belgian-Ugandan Development Cooperation'.

ARTICLE 2
Responsibilities of the Parties

2.1 **Uganda** designates:

2.1.1 The Ministry of Finance, Planning and Economic Development hereinafter called MoFPED as the entity responsible for the implementation of the project.

2.2 **Belgium** designates:

2.2.1 The Directorate-General for Development Cooperation and Humanitarian Aid within the Federal Public Service for Foreign Affairs, Foreign Trade and Development Cooperation hereinafter referred to as "DGD", as the entity responsible for the Belgian financial contribution to the Project. DGD is represented in Uganda by the Head of Cooperation at the Embassy of Belgium in Kampala.

2.2.2 The Belgian Development Agency hereinafter referred to as "Enabel", as the executing agency responsible for the implementation and the follow up of the Project. Enabel is a public-law company with social purposes which fulfils its tasks according to a management contract signed with the Belgian State.

Enabel is represented in Uganda by its Resident Representative in Kampala.

ARTICLE 3
Cost of the project and sources of its funding

3.1 The Government of Uganda through MoFPED will dedicate time and efforts, especially at management level, for steering, directing and supporting the implementation of the intervention.

3.2 Belgium undertakes to contribute a maximum amount of 500,000 Euro (Five Hundred Thousand Euro only) to the project.

3.3 The modalities for use of this budget are further detailed in the Technical and Financial File annexed to this agreement, Annex A.

ARTICLE 4
Technical and Financial File (TFF)

4.1 The Project will be implemented according to Annex A, the Technical and Financial File, hereinafter referred to as "TFF", attached to this Specific Agreement. The TFF forms an integral part of this agreement and shall be read as one with the agreement.

- 4.2 With the exception of the Specific Objective of the Project (art.1.3), of the duration of the Specific Agreement (art. 12.1) and of the total budget (art. 3), for which a modification needs an exchange of letters between the Parties according to article 12.7 of this Specific Agreement, the Steering Committee may adapt the TFF according to the evolution of the general context and/or the course of the Project.
- 4.3 Enabel shall inform the DGD about the following modifications made to the Project:
- The way in which the Belgian and/or the Ugandan contribution is made available to the Project;
 - Results, including their respective budgets;
 - Responsibilities, attributions, composition and operating mode of the Steering Committee;
 - Approval mechanism for adapting the TFF;
 - Indicators for the specific objective and for the results;
 - Financial modalities for the implementation of the contribution of the Parties.

An adapted indicative financial project will be included, if deemed necessary.

ARTICLE 5 Obligations of the Parties

- 5.1 Each of the Parties shall 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

- 6.1 The Parties agree to entrust the Steering Committee (SC) with the follow up, the monitoring and the control of the implementation of the Project.
- 6.2 The composition, the attributions, the responsibilities and the operating mode of the SC are specified in the TFF.
- 6.3 The SC sets up its internal regulations with respect to the other articles of this Specific Agreement. Minutes of the meetings will be signed by the Chair (MoFPED) and the Co-Chair (Enabel Uganda). A copy will be sent to the Head of Cooperation at the Embassy of Belgium in Kampala.
- 6.4 The SC shall meet at least twice per year and at the latest three months after the Signature of the present Agreement. Extraordinary meetings can be called by the Chair, according to the needs.
- 6.5 Not later than one month before the end of the Project, the SC will meet to examine the final draft report of the Project, prepared according to the

regulations defined in the TFF, and to clarify the modalities for ending the Project as stipulated in article 12.2 and 12.3.

ARTICLE 7

Recruitment of Technical Assistance

- 7.1 Enabel will recruit and/or appoint international technical assistance, both short term and long term, for the implementation of the Project. MoFPED will be consulted in the process. Specific procedures are stipulated in the TFF.
- 7.2 Other national staff and expertise identified in the TFF will be recruited by Enabel under Belgian law, and agreed by MoFPED.

ARTICLE 8

Privileges and Immunities

- 8.1 The expatriate personnel, put at the disposal of the project by Enabel, will benefit from the privileges mentioned under article 8 of the General Agreement on Direct Bilateral Cooperation between the Kingdom of Belgium and the Republic of Uganda.
- 8.2 No part of the Belgian contribution shall be used to pay any taxes, customs or import duties or other tax-related fees on supplies, equipment, works and services.
- 8.3 If duties or taxes are due according to the national legislation, they will be covered by the Ugandan Party.

ARTICLE 9

Mutual information

Each Party shall forward to the other Party all information deemed relevant to the smooth and efficient implementation of the Project.

ARTICLE 10

Reports, Monitoring and Evaluation of the Project

Procedures for administrative and operational, accounting and financial reporting are detailed in the TFF. Each of the Parties can, at any time, jointly or separately, control or evaluate the progress of the implementation of the Project, provided the other Party is informed in advance. Each Party will communicate to the other Party the results of its controls and evaluations.

ARTICLE 11
Sustainability of the results of the Project

In order to ensure the sustainability of the results of the Project, Uganda will take all institutional, administrative and budgetary measures deemed necessary.

ARTICLE 12
Duration, extension, cancellation, modifications and litigation

- 12.1. The present Agreement shall enter into force on the date of signature by both Parties and is concluded for a period of 30 months. The duration of the implementation of the project is 24 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 from the Belgian contribution will be recovered by the Belgian State.
- To this end, the Ugandan Party commits itself to refund to Enabel 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 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.
- 12.5. Either Party may suspend the implementation of the present Agreement in case of force majeure during the duration of this 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 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 Agreement will be honoured as foreseen.
- 12.7. The maximum duration of 30 months, the amount of the present Agreement as stipulated in article 3 and its Specific Objective as described

in article 1.3, can only be changed by an Exchange of Letters between the Parties.

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

ARTICLE 13 Addresses

All notifications related to the Specific Agreement and more specifically any such notifications pertaining to its **modification** or **interpretation** shall be handled via diplomatic channels at the following addresses:

for Belgium:

Head of Cooperation
Embassy of Belgium
Rwenzori Tower 6th floor
PO Box 7043
Kampala

for Uganda :

The Ministry of Finance, Planning &
Economic Development
Plot 2/12, Apollo Kaggwa Road
P.O. Box 8147
Kampala

All notifications and communications related to the **implementation** of this Specific Agreement shall be communicated to:

For Belgium:

Enabel Resident Representative
P.O. Box 40131
Kampala

For Uganda

The Ministry of Finance, Planning &
Economic Development
Plot 2/12, Apollo Kaggwa Road
P.O. Box 8147
Kampala

Done in Kampala, on 28th APRIL 2022, in two originals in the English language and each Party hereby acknowledging receipt of its copy.

In witness whereof, the undersigned being duly authorised thereto by their respective Governments, have signed this Agreement.

For Belgium

Rudi Vestræten
Ambassador of Belgium

For Uganda

Ministry of Finance, Planning
and Economic Development