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 datum

De heer Carl MICHIELS
 Voorzitter van het Directiecomité
 Belgische Technische Coöperatie
 Hoogstraat 147
 1000 BRUSSEL

19-12-2006

**Onderwerp: Tanzania: "HIV/AIDS Awareness Creation Programme
 IN: 3000654 – TAN0501701. Kennisgeving van de Bijzondere Overeenkomst – Formuleringsaanvraag.**

Geachte Voorzitter,

Gelieve in bijlag een kopij te willen vinden van de Bijzondere Overeenkomst "HIV/AIDS Awareness Creation Program Targeting Youth and Adolescents in Primary Schools in Dar es Salaam and Six Selected Districts in Tanzania" dewelke ondertekent werd op 20 oktober 2006 te Dar Es Salaam

Tevens heb ik het genoegen U mede te delen dat de heer Minister van Ontwikkelingssamenwerking zich principieel akkoord heeft verklaard met Uw prijsofferte voor bij horende formulering, ten bedrage van 49 832 EUR. Mogen wij U dan ook vriendelijk verzoeken om een bijhorend ontwerp van Uitvoeringsovereenkomst over te maken

Luidens artikel 5 § 2, 3° van het beheerscontract dd 15 oktober 2002 vormen Uw prijsofferte evenals onze instemming de toewijzingsovereenkomst van de formulering

Hoogachtend

Voor de Minister,
 De Adviseur-generaal,

ANITA VANDERAUWERA

EGMONT – Karmelietenstraat 15, 1000 Brussel

DIRGEN	
000852	19.12.2006
org	Geo Hendriks
cc	CM, MG, JOL, PP, DOD,

GS, PV, MDM, ML, KBO(PIT)

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SPECIFIC AGREEMENT

between

The Kingdom of Belgium

And

The United Republic of Tanzania

on

**“HIV/AIDS Awareness Creation Program
Targeting Youth and Adolescents
in Primary Schools in Dar es Salaam
and Six Selected Districts in Tanzania”**

The Kingdom of Belgium

and

The United Republic of Tanzania

Hereafter referred to as "the Parties",

Considering the "General Agreement for Development Cooperation between the Kingdom of Belgium and the United Republic of Tanzania" signed in Dar es Salaam on 16th October 2002;

Considering the minutes of the Joint Commission on Development Cooperation, held in Dar es Salaam on 15 and 16 October 2002 between the United Republic of Tanzania and the Kingdom of Belgium and its annexed Indicative Development Cooperation Programme 2003-2007;

Considering the request for support to HIV/AIDS awareness creation, targeting youth and adolescents in primary schools in Dar es Salaam and six selected districts in Tanzania, submitted by the Ministry of Health and Social Welfare through the Ministry of Finance dated 3 April 2002;

Considering the minutes of the Joint Partner Committee meeting of 11th October 2005;

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

Now, therefore, The Contracting Parties hereby agree on the following clauses,

ARTICLE I

Object of Agreement

1.1. This Specific Agreement concerns the cooperation between the Parties with regard to the Project "HIV/AIDS Awareness Creation Targeting Youth and Adolescents in Primary Schools in Dar es Salaam and Six Selected Districts in Tanzania", hereafter referred to as "the Project".

1.2. In line with the National AIDS Policy of 2001 and the National Multi-sectoral Strategic Framework (2003-2007) for the fight against HIV/AIDS of 2003, the general objective of the Project is: "To contribute towards a decreased morbidity and mortality rate due to AIDS and other Sexual and Reproductive Health (SRH) problems".

1.3 The Specific Objective is "To empower youth to practice behaviours that protect their sexual and reproductive health by increasing their knowledge of age specific sexual and reproductive health in Tanzania"

ARTICLE 2

Responsible Entities of the Parties

2.1 The Tanzanian Party designates the Ministry of Health and Social Welfare, hereafter called MoHSW, as the technical coordinating agency responsible for the supervision of the arrangements regarding the present Agreement and for the Tanzanian contribution to the Project. For the implementation of the Project the MoHSW will be assisted by the District Councils of the 7 selected districts.

2.2 The Belgian Party designates the "Directorate General for Development Cooperation" hereafter referred to as "DGDC", under the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation, as the administrative and financial agency responsible for its contribution to the Project. The DGDC is represented in Tanzania by the Attaché for International Cooperation at the Belgian Embassy in Dar es Salaam.

2.3 The Belgian Party charges the "Belgian Technical Cooperation", a Belgian public law company with social purposes, hereafter referred to as "BTC", with performing its commitments in facilitation of formulating, implementing and following up the Project. Its Resident Representative in Dar es Salaam represents BTC in the United Republic of Tanzania.

ARTICLE 3
Cost of the Project

The total cost of the Project has been estimated at EUR 1,606,486.00 of which:

EUR 56,654.00 will be contributed by the Tanzanian Party in Tanzanian Shillings, according to the following distribution, as mentioned in the identification document: on the national level EUR 26,006.00 and on the district level EUR 30,648.00.

And

EUR 1,549,832.00 including the formulation cost of EUR 49,832.00 to be contributed by the Belgian Party.

ARTICLE 4
Approval of the Technical and Financial File

4.1 The Parties agree to charge BTC with the task of formulating the project, which will receive Belgian funding. The formulation will be carried out by BTC in close collaboration with the Tanzanian stakeholders (Ministry of Health and Social Welfare, Ministry of Education and Vocational Training, the 7 Districts and other beneficiaries). This formulation concerns especially the verification and validation of the findings of the identification and the development of the Technical and Financial File (TFF) through a complete logical framework. The TFF shall define in detail the intermediate results to achieve, the activities to realize, the necessary means and inputs and the budgetary implications for both Parties and a chronological overview of the realizations and expenditures. Special attention will be given to (i) the identification and formulation of objectively verifiable indicators and their sources of verification and (ii) the analysis of the risks for the correct implementation of the Project. BTC shall submit its report within six months of notification of the present Agreement.

4.2 After approval by the Parties, the TFF will be attached to this Agreement by exchange of letters.

4.3 In the event that one of the Parties is of the opinion that the aforementioned formulation jeopardizes the successful completion of the project as described in the identification report, that Party shall inform the other Party that it wishes to modify



its commitments, within sixty (60) days of receiving notification of the formulation report from the joint local consultative body established under Article 6 below.

ARTICLE 5 Obligations of the Parties

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

5.1. Contribution and obligations of the Tanzanian Party

5.1.1. The contribution of the Tanzanian party, as mentioned in Article 3, will cover regular Tanzanian staff salaries, allowances and operational costs.

5.1.2. The Tanzanian Party agrees:

- a) to use the equipment purchased with the funds of the Project exclusively for the implementation of the Project's activities and to bear the operational and maintenance costs unless otherwise stipulated in the Technical and Financial File;
- b) to ensure payment of all relevant allowances and salaries of regular Tanzanian staff involved in the Project for the proper implementation of the Project's activities unless otherwise stipulated in the Technical and Financial File;
- c) to facilitate the Project access to all documentation required for the execution of the activities;
- d) to facilitate the necessary steps to be taken with all services involved, to ensure efficient conduct of the Project;
- e) in case of expatriate technical assistance, to grant him/her and his/her family all privileges, as described in the "General Agreement between the United Republic of Tanzania and the Kingdom of Belgium on Development Co-operation" signed in Dar es Salaam on 16th October 2002;
- f) to provide all administrative assistance to the technical assistant and consultants, if any, to perform their duties during implementation of the Project's activities; this includes facilitating the issue of needed administrative documents that enable the TA to perform his/her duties in accordance with the immigration regulations.

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5.2. Contribution and obligations of the Belgian Party

5.2.1 The Belgian contribution, as mentioned in article 3, is for the funding of the activities necessary for the implementation of the Project and for achieving its specific objective. It will be made available as non-reimbursable financial contribution, as technical assistance and scholarships through the BTC, in execution of an implementation contract signed between the Belgian Party and the BTC (see article 2.3)

5.2.2 The equipment, vehicles, goods and services supplied and obtained through the Belgian contribution shall be used exclusively for the implementation of the Project. They shall become the property of the Tanzanian authorities at the end of the Project, on the basis of a decision of the JLPC (see 6.1).

5.3 These contributions will be described in the TFF that will be annexed to the present Specific Agreement following the formulation foreseen in article 4.

ARTICLE 6

Joint Local Partner Committee of the Project

The Parties agree to set up at the start of the Project a "Joint Local Partner Committee (JLPC)" in order to insure the orientation, the follow-up and the control of the project.

6.1. The JLPC shall have the following duties:

- advise on the TFF for appraisal by the Parties
- supervise the execution of the contribution of the Parties
- appraise the progress of the project and the achievement of its specific objective, based on the progress reports
- approve annual work plans and budgets
- approve any necessary changes in the intermediate results, respecting the specific objective and the total budget of the Project
- formulate to the Parties recommendations on possible necessary modifications in the Project's design, components, budgets and future directions
- approve the final report of the Project and close the Project
- at the end of the Project agree on the transfer of property of the equipment, based on a proposal submitted by the Project Management.

6.2 The JLPC will be composed of the following members:

- a representative of the Ministry of Health and Social Welfare, chairperson
- a representative of the Ministry of Finance
- a representative of the Ministry of Education and Vocational Training
- a representative of PNJ-RATG
- a representative of LACAIDS
- the Attaché for International Cooperation of the Embassy of Belgium
- the BTC Resident Representative, co-authorizing officer
- the District Education Officer of one of the Districts
- the Multi-sectoral HIV/AIDS Coordinator of one of the Districts
- a teacher of a primary school in one of the Districts
- a teacher of a primary school in one of the Districts
- a parent of one of the Districts

or their respective deputies.

NACP will act as secretariat

In order to discuss specific issues, representatives of other stakeholders or experts can be invited to the meetings of the JLPC. They are non-voting members.

6.3. Organization of the Meetings:

- the JLPC establishes its own regulations in accordance with this Specific Agreement;
- the chairperson will send out the invitations and convene the first meeting for study and advise on the proposed TFF;
- the JLPC shall meet at least every six months; extraordinary meetings can be called on demand of minimum three of its members ;
- maximum 4 JLPCs per year can be organised;
- meetings may be preceded by visits to schools in one of the Districts;
- the project management will be responsible for the secretariat of the meetings, and
- all decisions are taken in consensus and the minutes, established by the secretariat, are signed by all ordinary members of the JLPC

6.4 Not later than one month before the end of the Project, the JLPC will meet to examine and approve the final report of the Project, prepared by the implementers and according to the BTC format.

ARTICLE 7
Modalities for Implementation of the Project

7.1 Non-refundable Belgian financial contribution:

7.1.1 This financial contribution for funding the activities of the Project shall be managed jointly by a Tanzanian authorising officer responsible for approving payments and settling the bills chargeable to the Belgian contribution, and by the Resident Representative of BIC in his/her capacity as co-authorising officer responsible for approving said payments.

7.1.2 This financial contribution shall be transferred by BTC in instalments to one or more bank account(s) opened in the name of the project by the Tanzanian Party. This/these accounts shall operate by dual signature of both the authorising officer and the co-authorising officer.

7.1.3 Interests generated by the bank accounts of the Project will increase the budget of the Project and administered by the same regulations.

The final detailed breakdown of the budget shall be verified by the authorising officer and the co-authorising officer. Any appropriation in the same sector of funds remaining in the account(s) at the end of the project shall be agreed jointly by the parties.

7.1.4 In the awarding of supply, works and service contracts, the appropriate Tanzanian legislation shall apply. Nevertheless, for orders totalling the equivalent of EUR 25,000 00 or more, the preliminary agreement of the authorising officer and co-authorising officer is required with regard to the following:

- the method of awarding the contract (general call for tenders, limited call for tenders or negotiated procedure);
- if it is not a general call for tenders, the list and details of companies to be consulted and the criteria applied in establishing the list, regardless of the final method chosen for awarding of the contract, a minimum of three possible suppliers, meeting the agreed criteria, must be considered;
- the awarding criteria to be applied;
- the proposed award of the contract.

7.2 Technical assistance, both short and long term, will be recruited by BTC. They will be approved by the Ministry of Health and Social Welfare prior to employment.

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7.3 Scholarships in the Project's document will be managed by BTC.

7.4 Any remainder of the non-refundable financial contribution (see 7.1) not yet deposited into the jointly managed bank accounts by the end of the project, as well as the amounts directly managed by BTC (for technical assistance and scholarships) not used by the end of the project, shall be cancelled and cannot be claimed anymore in the framework of this project.

7.5 The two Parties will jointly decide on the re-allocation of the balance of the funds already deposited into the jointly managed bank accounts, by the end of the project.

7.6 All other modalities for execution of the Project will be defined in the formulation document. The districts will be co-responsible for the implementation of the activities of the project.

ARTICLE 8

Taxes and import duties.

8.1 The Belgian contribution to the Project will not be used for the payment of any taxes, customs duty and any other charges, including VAT, on the equipment, materials, supplies, civil works and services to be purchased, installed and executed in the course of the Project.

8.2 In case of long term expatriate technical assistance employed for the Project, he/she shall be governed according to Article 3.1.2 e) of this Specific Agreement. He/she shall have the right to import or purchase, free of duty, one motor vehicle, furniture and articles intended for personal use and the use of the members of his/her family living with him/her within a period of four months after the date of first arrival. The United Republic of Tanzania shall exempt his/her salary and fees and the fees of short-term expatriate technical assistance from taxation.

8.3 If taxes, customs duty or any other charges have to be paid according to Tanzanian regulations, these will be budgeted for and paid timely by the Tanzanian contribution to the Project.

ARTICLE 9
Information and Reporting

9.1 Each of the Parties will transmit to the other all information necessary for the smooth and correct implementation of the Project, including bank statements for the account(s) cited in Article 7.1§2 of the present Agreement.

9.2 All reporting requirements during the implementation of the Project will be defined and detailed in the TFF.

9.3 The TFF will plan for an end of project evaluation, organised by the HIC and the Ministry of Health. The report will be submitted to the JLPC not later than 3 months after the end of the field activities of the Project.

9.4 At the end of the Project the implementers will submit to the JLPC a final narrative, technical and financial report.

ARTICLE 10
Control and Evaluation

The Parties will take all necessary administrative and budgetary measures to achieve the specific objective of the Project, including joint or separate administrative and financial controls, audits and evaluations. Both Parties shall inform each other about the organization and the results of these controls, audits and evaluations.

ARTICLE 11
Follow-up

The Tanzanian Party will take timely all necessary measures for assuring the sustainability of the achievements of the Project. This includes the institutional, budgetary and administrative provisions for the continuation of the local staff working in the activities, initiated by the project and the maintenance and functioning of all infrastructure and equipment for the implementation of the activities, initiated by the project.

ARTICLE 12

Duration, extension, cancellation, modifications and litigation

12.1 This Specific Agreement shall enter into force on the date of its signing for a period of 60 months.

12.2 The articles of this Specific Agreement may be modified by exchange of letters between the Parties.

12.3 It may be cancelled by each of both Parties, by verbal note, subject to a six months' notice, and as far as running commitments are honoured. In case of cancellation the balance of the Belgian contribution will be immediately transferred to the Belgian Party by BTC.

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

ARTICLE 13

Addresses

Notifications required by the present Agreement and, more specifically, any such notifications pertaining to its modification and interpretation, shall be handled via diplomatic channels at the following addresses:

For the Belgian Party, to:

Attaché for International Co-operation
Embassy of Belgium,
P.O. Box 9210,
Dar es Salaam

For the Tanzanian Party, to:

Permanent Secretary,
Ministry of Finance,
P.O. Box 9111
Dar es Salaam

Notifications or correspondence pertaining to execution of the technical aspects of the project shall be sent to:

For the Belgian Party, to:
Resident Representative of BTC,
P.O. Box 23209,

Dar es Salaam

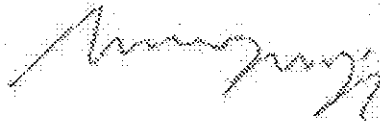
For the Tanzanian Party, to:
Permanent Secretary,
Ministry of Health and Social
Welfare,
P.O. Box 11587
Dar es Salaam

In witness whereof the Parties have signed this Specific Agreement

Done at Dar es Salaam, on 20th October 2006

in two originals in the English language, both copies equally authentic, each Party hereby acknowledging receipt of its copy.

For the United Republic of Tanzania



Mr. G. Mgouja
Permanent Secretary
To the Treasury

For the Kingdom of Belgium



Mr. Peter Madileus
Ambassador