

SPECIFIC AGREEMENT

Between

The Kingdom of BELGIUM

And

The United Republic of TANZANIA

On

**WATER AND SANITATION KIGOMA
REGIONAL PROJECT (WASKIRP)**

The Kingdom of Belgium,

And

The United Republic of Tanzania,

Hereafter referred to as “the Parties”

- Considering the relations of friendship and solidarity between the two countries
- Considering the General Agreement for Development Cooperation between the Kingdom of Belgium and the United Republic of Tanzania signed in Dar es Salaam on 3th January 1984, and as revised in the General Agreement signed on 16th October 2002 between the two governments ,
- Considering the minutes of the 8th Joint Commission on Development held in Dar es Salaam on 11th March 2014 between the Kingdom of Belgium and the United Republic of Tanzania and its annexed Indicative Development Cooperation Program 2014-2015
- Considering the request for a “Water and Sanitation Kigoma Regional Project” through its identification file approved during the Partner Committee for Bilateral Cooperation on 24th of October 2014,

Hereby agree as follows:

Article 1 : Subject of the Agreement

1.1 By the present Specific Agreement, the Parties make a commitment to finance the implementation of the Project “**Water and Sanitation Kigoma Regional Project**”

hereinafter referred to as “The Project”.

1.2. The overall objective of the project is “**To contribute towards equitable development and poverty reduction among Kigoma rural communities through improved access to safe and clean water supply and sanitation services**”.

1.3. The specific objective of the project is “**To increase access to safe/clean water and sanitation services and reduce burden related to water & sanitation amongst communities in Kigoma region, especially women and youths, and use the water as social economic commodity through sustainable interventions on water supply and hygiene practices**”.

Article 2: Responsible Entities of the Parties

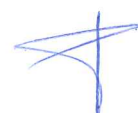
- 2.1 The United Republic of Tanzania designates the "Ministry of Finance and Planning", hereinafter referred to as "MoFP" as the entity responsible to supervise the financial aspects of the Specific Agreement (SA) on behalf of the Tanzanian Party.
The United Republic of Tanzania designates the "Ministry of Water and Irrigation", hereinafter referred to as "MoWI" as the entity responsible to supervise the technical arrangements of the SA on behalf of the Tanzanian Party.
- 2.2 The Kingdom of Belgium designates the Directorate-General for Development Cooperation, hereinafter referred to as "DGD", of the Federal Public Service for Foreign Affairs, Foreign Trade and Development Cooperation as the entity responsible for the Belgian contribution to the Project.
DGD is represented in Tanzania by the Attaché for International Cooperation at the Embassy of Belgium in Dar es Salaam.
- 2.3 The Kingdom of Belgium entrusts the implementation and the follow-up of its obligations to the "Belgian Technical Cooperation", a public-law company with social purposes, hereinafter referred to as "BTC".
Its Resident Representative in Dar es Salaam represents BTC in the United Republic of Tanzania.
BTC performs this task pursuant to an agreement concluded with the Belgian State.

Article 3: Contribution of both Parties to the Project

- 3.1 The total budget of the Project is of a maximum amount of 8.800.000 EUR on the date of signing of this Specific Agreement.
- 3.2 The Kingdom of Belgium undertakes to contribute a maximum amount of 8.000.000 EUR on the date of signing of the Specific Agreement.
- 3.3 The United Republic of Tanzania undertakes to contribute an estimation of 800.000 EUR "in kind contribution" on the date of signing of the Specific Agreement.
- 3.4 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, attached to this Specific 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) of the global budget (art. 3), which a modification needs an exchange of letters between the Parties, according to article 6 of the Specific Agreement, the Joint Local Partner Committee (JLPC) may adapt the Technical and Financial File according to the evolution of the general context and/or the course of the Project.



4.3 BTC shall inform the DGD on the modifications made to the TFF :

1. The way in which the Belgian and/or the Tanzanian contribution is made available to the Project;
2. Results, including their respective budgets;
3. Responsibilities, attributions, composition and operating mode of the JLPC;
4. Approval mechanism for adapting the TFF;
5. Indicators for the specific objective and for the results;

Adapted indicative financial program will be included, if deemed necessary.

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: Joint Local Partner Committee (JLPC) of the project

- 6.1. The Parties agree to entrust the JLPC 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 JLPC are specified in the Technical and Financial File.
- 6.3. The JLPC sets up its internal regulations with respect to the other articles of this Specific Agreement. Minutes of the meetings will be signed by the members. One copy will be sent to the Embassy.
- 6.4. The JLPC shall meet on at least once a year and at the latest three months after the Signature of the present Agreement.
- 6.5. Not later than three months before the end of the present Specific Agreement, the JLPC will meet to examine the final draft report of the Project, prepared according to the regulations defined in the Technical and Financial File, and to clarify the modalities for ending the Project as stipulated in article 12.

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

- 7.1. The Technical cooperation experts and the international technical assistants financed by the Belgian contribution will be recruited and engaged by the BTC. This staff will be subjected to the preliminary agreement of MoF.
- 7.2. The expatriate staff non-resident of The United Republic of Tanzania, put at the disposal of the Project by BTC, benefits from the same privileges and immunities as those granted to the technical experts of United Nations. He/she notably has the right to import



or to buy, franchised taxes according to the current Tanzanian regulations,, the furniture and the personal effects, the electronic equipment, and the articles, for his/her personal usage as well as for the members of his/her family living with them, imported within six months following the first installation of the experts.

His/her salary and its fees are tax-exempt on the territory of The United Republic of Tanzania.

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

- 7.3 Tanzanian party authorizes temporary admission and the personal vehicles in accordance with the Laws of tanzania and with the principles of the general agreement on development co-operation between Belgium and Tanzania.
- 7.4 Tanzania party facilitates the identification of the Expatriate staff, necessary permits e.g visas in accordance with the Laws of Tanzania.

Article 8: Taxes

Goods and Services to be used wholly and exclusively for the purpose of the project under this Agreement shall be exempted from taxes and duties in accordance with prevailing tax laws of the United Republic of Tanzania".

Article 9: Mutual Information

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

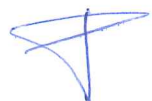
Article 10: Reports, Control and evaluation

- 10.1 The TFF determines the procedures for administrative and operational, accounting and financial reporting.
- 10.2 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.
- 10.3 The persons and modalities for financial control and audit will be organized as determined by the TFF.

Article 11: Post Project period and sustainability of the results

In order to assure the sustainability of the results of the Project, The United Republic of Tanzania takes all necessary institutional, administrative and budgetary measures.

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



- 12.1. The present Agreement shall enter into force on the date of signature by both Parties, and is concluded for a period of 60 + 12 months (max. 72). The duration of the implementation of the project is 60 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 Tanzanian 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. Ineligible funds are projects funds that have been spent but which cannot be properly justified by invoices and contract.

- 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 verbal', 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. *As the duration of the present Specific Agreement is 72 months, the Agreement reaches the maximum allowable duration of 72 months. Consequently, the duration of the present Specific Agreement cannot be changed. The amount of the present Agreement as stipulated in article 3.1 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:

The notifications foreseen by the present Agreement, and more specially those who would have object its modification or its interpretation, will be sent by the diplomatic way,

For the Belgian Party:

Ambassador
Embassy of Belgium,
P.O. Box 9210,
Dar es Salaam.

For the Tanzanian Party:

Permanent Secretary
Ministry of Finance & Planning,
18 Jakaya Kikwete Road,
P.O. Box 2802,
40468 Dodoma.

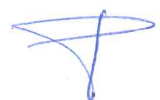
The notifications or the correspondence pertaining to the implementation of its technical components will be sent to:

For the Belgian Party:

Resident Representative of BTC
P.O. Box 23209,
Dar es Salaam.

For the Tanzanian Party:

Permanent Secretary
Ministry of Finance & Planning,
18 Jakaya Kikwete Road,
P.O. Box 2802,
40468 Dodoma.



In witness whereof, the Parties have signed this Specific 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 Dar es Salaam / Dodoma on *11th of July* 2017.

For the United Republic of Tanzania

For the Kingdom of Belgium



Doto M. James
Permanent Secretary,
Ministry of Finance & Planning

**PERMANENT SECRETARY
MINISTRY OF FINANCE AND PLANNING**



**Paul CARTIER
Ambassador**

Paul CARTIER,
Ambassador



Prof. Kitila A. Mkumbo,
Permanent Secretary,
Ministry of Water and Irrigation

**PERMANENT SECRETARY
MINISTRY OF WATER AND IRRIGATION**